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DOC # 0754317
11/20/2009 01:08 PM Deputy: KE
OFFICIAL RECORD
Requested By:
DC/SOCIAL SERVICES

Assessor's Parcel Number: N/A

Date: NOVEMBER 20, 2009

Recording Requested By:

Douglas County - NV
Karen Ellison - Recorder
Page: 1 Of 14 Fee: 0.00
BK-1109 PG- 4960 RPTT: # 0



Name: CYNDY REDMILES, SENIOR SECRETARY

Address: _____

City/State/Zip: _____

Real Property Transfer Tax: \$ N/A

CONTRACT #2009.309

(Title of Document)



BK- 1109
PG- 4961

0754317 Page: 2 Of 14 11/20/2009

FILED

NO. 2009.309

2009 NOV 20 AM 10:38

INTRASTATE INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES

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

Nevada Department of Health and Human Services
Douglas County Division of Welfare and Supportive Services
Social Services

1470 College Parkway
Carson City, NV 89706

NOV 18 2009

TED THRAN
CLERK

and

Douglas County Social Services
P.O. Box 218
Minden, NV 89423

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: retroactively to July 1, 2009 to June 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 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shall be terminated immediately if for any reason State and/or federal funding ability to satisfy this Contract is withdrawn, limited, or impaired.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: COMPLETED APPLICATION REQUIREMENTS

ATTACHMENT C: INTAKE SITE COMPLETED APPLICATION CHECKLIST
ATTACHMENT D: INTAKE SITE LOG

7. CONSIDERATION. Douglas County Social Services agrees to provide the services set forth in paragraph (6) at a cost of \$ 10.00 per completed application with the total Contract not to exceed: as established by the Division of Welfare and Supportive Services (DWSS), with a total contract or installments payable based upon the number of fully completed applications submitted to DWSS as required. 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

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.

Nancy McDermid
Signature Nancy McDermid

November 5, 2009 Chairman
Date Title

Romaine Gilliland
Romaine Gilliland

11/13/09 Administrator,
Date Division of Welfare and Supportive Services
Title

BOARD OF EXAMINER, ATTORNEY GENERAL, AND DHHS
DIRECTOR PRE-APPROVAL HAVE BEEN GRANTED FOR
ENERGY ASSISTANCE PROVIDER AGREEMENT CONTRACTS

BOE approval date: November 13, 2008

ATTACHMENT B

SCOPE OF WORK
Energy Assistance Program Intake Sites

THE CONTRACTOR AGREES TO:

1. Assist individuals with the completion of Energy Assistance Program applications to fully and accurately record family circumstances.
2. Review completed applications to determine if the client's declared circumstances appear to be within or outside of Energy Assistance Program eligibility guidelines as published online at the Division of Welfare and Supportive Services website. Inform the customer of their legal right to apply for Energy Assistance Program consideration even when their declared circumstances have been reviewed and appear to be outside Energy Assistance Program eligibility rules.
3. Counsel the customer on other community opportunities that might address their circumstances in the event their declared circumstances appear to be outside Energy Assistance Program eligibility rules.
4. Review the DWSS application for those customers wishing to apply for Energy Assistance Program consideration to determine what supporting documentation will be required to process the application.
5. Identify and collect the required documentation for the application process.
6. Submit fully completed applications as specified in Attachment C with required supporting documentation to designated DWSS office locations for Energy Assistance Program eligibility determinations.
7. Complete and attach as a cover sheet with each completed application a Completed Application Checklist (Attachment D) by the end of the month following the month the application was received. If not received within the required time frames, the application will be considered a stale claim and compensation will not be provided.
8. Complete and submit an Intake Site Log Form (Attachment E) when submitting applications for compensation to DWSS.
9. Permit authorized state and federal personnel to monitor and/or audit the activities, procedures, cases, and accounting records subject to this agreement, and develop corrective action plans to rectify any exceptions noted in monitoring and/or audit reports that result in noncompliance with this agreement or federal/state statutes and regulations.

DIVISION OF WELFARE AND SUPPORTIVE SERVICES AGREES TO:

1. After review by DWSS staff, provide compensation in the amount of \$10 for each Application Packet if the application was completed correctly and all required documentation was submitted within required time frames. When both conditions are met, DWSS Staff will approve payment. DWSS will accept incomplete applications, but compensation will not be provided. DWSS will provide a reason for each Application Packet that is considered incomplete.
2. Provide application, eligibility and required documentation training to the Contractor to facilitate satisfactory completion of the contractual responsibilities outlined in this agreement.
3. Provide timely dissemination of published changes to application, eligibility and required documentation.
4. Provide to the Contractor, at least monthly, a full listing of applications received and which applications were eligible for compensation and which were not and why.

BOTH PARTIES MUTUALLY AGREE:

1. Information/data provided to DWSS by the Contractor shall remain confidential except as specified in this paragraph. DWSS shall use such information for a client/household for the purpose of establishing the eligibility of and/or the benefit of a client/household.
2. The Contractor shall not use or disclose any information provided by DWSS concerning an applicant/recipient of DWSS services under this agreement for any purpose other than fulfillment of responsibilities set forth in this contract.
3. Compensation under this contract will be limited to available authority as determined based on written correspondence by the Chief of Employment and Support Services.

ATTACHMENT C

COMPLETE APPLICATION REQUIREMENTS

The Contractor agrees to assist families applying for the **Energy Assistance Program** by ensuring the Application Packet is complete prior to submitting it to the Division of Welfare and Supportive Services (DWSS). Contractor agrees to use the Intake Site Completed Application Checklist (Attachment D) and the Intake Site Log (Attachment E) when submitting applications for compensation.

An application will only be considered complete, if all verifications applicable to the circumstances of the application are attached to the application. Failure to provide a completed application with all verifications will result in the agency not receiving reimbursement for the application received by EAP.

1. Energy Assistance Program Application (2824-EL)

Pages 1 through 6 have to be fully completed, with an answer for every question in sections A through G. All adult household members need to sign and date page 4 of the application (Section I). The Head of Household needs to sign and date page 5 of the application (Notice of Rights and Obligations).

Some areas of special attention are:

- Energy Assistance Program Application (2824-EL) Page 1, Section A. It has to list the name, relationship, gender, date of birth, age, citizenship status, disability status, and social security number of everyone living under the same roof. The home address, mailing address and contact phone numbers have to be provided and current.
- Energy Assistance Program Application (2824-EL) Page 2, Section D. The utility information needs to be listed and complete. The name of the energy provider, the account number, as listed on a current bill, and the name on the account. Even if the client wants to have all of the money paid to the cooling vendor, the heating vendor needs to be listed. The arrearage question needs to be marked: Yes or No.
- Energy Assistance Program Application (2824-EL) Page 2-3, Section F. All income, regardless of source needs to be indicated on the application.

2. Verification of Identity

Verification of identity of the applicant will be required for all applications. If the utility bills are not in the applicant's name, identification of the individual named on the utility bills will be required in addition to the identification of the applicant.

The following documents can be accepted as proof of identity.

- Driver's license issued by the State or Territory either with a photograph of the individual or other identifying information of the individual such as name, age, sex, race, height, weight or eye color.
- Certificate of Degree of Indian Blood, or other U.S. American Indian/Alaska Native tribal document if the document carries a photograph or other personal identifying information.
- Identification card issued by the Federal, State or local government with the same information included on driver's licenses.
- School identification card with a photograph of the individual.
- U.S. military card or draft record.
- Military dependent's identification card.
- U.S. Coast Guard Merchant Mariner card.
- Any combination of three or more corroborating documents to prove identity, such as marriage license, divorce decree, high school and college diploma, employer ID cards and property deeds and/or title.

3. Verification of Citizenship

The applicant must complete the application attesting all members requesting assistance are U.S. citizens, have legal immigration status, or are not citizens/without legal status. If the claim of citizenship or non-citizen status is questionable, further verifications must be secured to resolve the issue.

Copies of the following documents will, combined with acceptable proof of identity, establish a person's U.S. citizenship or nationality for purposes of EAP benefits:

- United States passport;
- Report of birth abroad of a U.S. citizen (FS-240) issued by the Department of State to U.S. citizens;
- Certificate of birth (FS-545) issued by a Foreign Service post or Certification of Report of Birth (DS-1350) issued by the State Department;
- Certificate of Naturalization (N-550) or N-570) issued by the Bureau of Citizenship and Immigration Service (BCIS – formerly INS) through a court;
- Certificate of Citizenship (N-560 or N-561) issued by BCIS (formerly INS) to persons who derive citizenship through a parent;

- United States Citizen Identification Card (I-197) issued by BCIS (formerly INS) until 4/7/83 to citizens living near the Canadian or Mexican border who needed it for frequent border crossings (formerly I-179, last issued February 1974);
- Northern Mariana Identification Card issued by the BCIS (formerly INS) to a collectively naturalized citizen born in the Northern Mariana Islands before November 3, 1986;
- Statement provided by the U.S. consular officer certifying the individual is a U.S. citizen (this is given to a person born outside the U.S. who derives citizenship through a parent, but does not have a FS-240, FS-545 or DS-1350); or
- American Indian Card with a classification code "KIC" and a statement on the back identifying U.S. citizens of the Texas Band of Kickapoos living near the U.S./Mexican border.

4. Residence

- If a client is buying their home, then a copy of a current mortgage statement will need to be provided.
- If the client is renting/leasing their residence, a copy of the lease listing all people living at that address, with the signature of both the tenant and the landlord will need to be provided. If the lease does not list all household members, a signed and dated statement from the landlord with a contact phone number, listing all persons living at the address is needed. Or a Rental Verification Form completed and signed by the landlord, listing their contact information is needed.

5. Utility Bills

Applications must be submitted by the person whose name appears on the utility bill or the applicant must provide written authorization, from the individual whose name is printed on the bill, to act on their behalf. The applicant must be the person who is responsible for paying the cost of energy for the household.

The following also needs to be provided:

- A current copy of heating and cooling utility bills.
- If the client does not receive service through Nevada Power, Southwest Gas, or Sierra Pacific, then there needs to be 12 months of bills attached. The 12 month history has to be from the energy company or billing source and will need to reflect usage and dollar amount of each month.

6. Income (current income/financial means for ALL people living in the home)

• **Earned income**

Verifications for at least the most current 30 days of check stubs. If paid biweekly or semimonthly, at least the 2 most recent check stubs. If paid weekly, at least the 4 most recent check stubs. If started employment within last 30 days, then a letter from the company on their letterhead listing contact information, date of hire, employee name, rate of pay, schedule of pay (weekly, biweekly, semimonthly) and number of hours to be worked per week. If the client is self employed or works for a temporary or seasonal job, they will need to provide a 12 month history of earnings.

• **Unearned income**

Verifications for at least the most current 30 days proof of income, gifts and/or cash contributions. Social security recipients need to provide their current award letter. If a client is receiving monies paid directly to them or paid to one of their bills, a statement from the person paying the money is needed. The statement needs to include: the name and contact information for the person giving the money, specify who it is paid to (vendor or client), the amount, how long they have been paying, and if they plan to continue paying, the date the statement is written and a signature of the person writing the statement. If it is unemployment received from any state except the State of Nevada, an award letter and proof of the last 2 quarters earnings is needed. If it is child support paid from a state other than the State of Nevada, then a current court order or printout from the distributing state showing 12 months of payments is required.

7. Complete Application Checklist

Attached to top of application packet, reflecting information included, Intake Site name and name of person certifying as completed packet of information.

DWSS agrees to provide compensation in the amount of \$10 for each fully completed Application Packet submitted. DWSS will accept incomplete applications, but no compensation will be provided. DWSS will provide a reason for each Application Packet that is considered incomplete.

Attachment D

STATE OF NEVADA
 DIVISION OF WELFARE & SUPPORTIVE SERVICES
 ENERGY ASSISTANCE PROGRAM

EAP Date Stamp

Intake Site Completed Application Checklist

Applicant Name: _____

Social Security No.: _____

Date signed by Client: _____

Intake Site: _____

A completed checklist is required to be attached to the top of a completed application packet before it is submitted to the Energy Assistance Program. The Intake Site is responsible for completing the checklist. Refer to the Completed Application Instructions for a detailed description of each required verification.

Intake Site		EAP Recv'd
	Fully completed EAP application	
	Identification of Applicant	
	Citizenship Verification	
	Home/Residence Verification	
	Heating bill/usage	
	Cooling bill/usage	
	Authorization to apply and identification of person	
	Income	
	Other:	
	Other:	

Signature of Intake Site Staff/Date

Signature of EAP Staff/Date

Notes:

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: Nov 20, 2009
Clerk of the 9th Judicial District Court
of the State of Nevada, in and for the County of Douglas.
By: [Signature] Deputy