Arizona Community Action Association

FEB 20 2015

CITY CLERK ORIGINAL

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INDEPENDENT CONTRACTOR AGREEMENT
2015 Utility Assistance Programs

This INDEPENDENT CONTRACTOR AGREEMENT (this "Agreement") is entered into as of the Effective Date set forth below by and between **City of Glendale, an Arizona municipal corporation, through its Community Action Program** (hereinafter "Contractor") and Arizona Community Action Association, an Arizona nonprofit corporation (hereinafter "ACAA").

RECITALS:

A. ACAA is a nonprofit organization that, as part of its mission to promote economic self sufficiency for low-income Arizonans, administers energy program funding to provide weatherization services, utility repair and replacement, utility deposits and bill assistance.

B. ACAA is receiving or expects to receive during the term of this Agreement funding from the fund sources listed in ***Section 1*** (the "Fund Sources") pursuant to Program Documents (as defined in ***Section 4***).

C. ACAA desires to subcontract with Contractor to obtain assistance with fulfilling ACAA's obligations under the Program Documents and Contractor desires to receive the funding described herein and use it to provide services in accordance with the Program Documents and this Agreement. **The total amount of the contract is $4,500.**

THEREFORE, in consideration of the terms and conditions set forth in this Agreement and intending to be bound, ACAA and Contractor hereby agree as follows:

1. Services and Programs.

1.1 Services. Contractor agrees, under the terms and conditions of this Agreement, to administer the programs and Fund Sources listed ***Section 1.2***, including, as applicable, (i) conducting application intake services, (ii) making eligibility determinations, (iii) preparing and delivering required reports, (iv) conducting weatherization work, and repair and replacement work, and (v) distributing funds, and otherwise performing utility-related direct and indirect assistance services, in each case, strictly in accordance with the descriptions, requirements, agreements, conditions and specifications set forth in the respective Program Documents. Contractor shall perform the foregoing services during the term set forth in ***Section 2***. ACAA will not exercise control over the specific methods used by Contractor or the specific manner in which Contractor performs services under this Agreement, but Contractor shall follow ACAA's instructions as to the result to be achieved. Contractor will receive ACAA's instructions through an employee of ACAA who is appointed to manage the program ("Program Manager"). Contractor may also received instructions from an ACAA employee designated to serve as a liaison between ACAA and Contractor ("Monitor").

1.2 Fund Sources. For purposes of this Agreement, the programs, Fund Sources and amount of funding to be allocated to Contractor will be as set forth in the following summary:

Fund Source(s)	Direct Service Amount (A)	Program Delivery (B)	Total Allocation (A+B)	Allowable Activities	Program Documents Additional Information
SWG Energy SHARE Program	**$ 4,050**	**$ 450**	**$ 4,500**	Utility assistance for SWG customers	Program Documents: **Exhibit A**: SWG SHARE Program specifications and requirements Additional Information: Agency provides direct assistance to qualified SWG customers. Eligible assistance includes payment of natural gas bills (including past due amounts), late charges, deposits and reconnection fees, as well as repair and replacement of natural gas equipment.
Total:	**$ 4,050**	**$ 450**	**$4,500**		

The summary above of certain provisions of the Program Documents is provided for Contractor's convenience and is not intended to be an exhaustive description of all material terms of the Program Documents. Contractor is advised to carefully review the Program Documents in their entirety.

1.3 Training. Contractor will participate in any training provided by ACAA on dates and times selected by ACAA.

1.4 Program Modification. ACAA and the Fund Sources reserve the right to modify program eligibility guidelines and Program Documents. Contractor agrees to implement and comply with any and all modifications immediately after receipt of written notice of such modifications.

1.5 Conflicts. In the event of any conflict between this Agreement and the descriptions, requirements, agreements, conditions and/or specifications set forth in any of the Program Documents, the Program Documents shall control with respect to Contractor's administration of, and delivery of services with respect to, the corresponding program and Fund Source. The foregoing shall have no application with respect to the parties obligations under ***Section 3.6***.

2. Term and Termination.

2.1 Term. Unless sooner terminated pursuant to ***Section 2.2***, the term of this Agreement will be for one year beginning on the later of full execution of this Agreement on January **14, 2015** (the "Effective Date") and ending on **September 30, 2015**.

2.2 Termination. Either ACAA or Contractor may terminate this Agreement at any time, for any or no reason, by giving thirty (30) days written notice to the other party of its election to terminate. If a Fund Source terminates a program or otherwise discontinues funding to ACAA, then this Agreement will automatically terminate as to any services to be provided for that Fund Source.

2.3 Effect of Termination; Survival. Upon termination, Contractor's obligation to perform further services for ACAA shall terminate and ACAA's obligation to provide funding to Contractor for such services shall terminate, but the remainder of this Agreement shall continue in full force and effect.

3. Funding; Expenses; Nature of Relationship.

3.1 Funding; Payments to Contractor. Not later than the 15th day of each month, Contractor will submit an invoice to ACAA for all services Contractor performed during the prior month as required by ***Section 4.*** ACAA will endeavor to review Contractor's invoices and give notice to Contractor of any disallowed items within ten (10) business days after ACAA receives the invoice. ACAA will submit all approved portions of Contractor's invoice to the applicable Fund Sources. Contractor acknowledges and agrees that all invoices are subject to approval by the Fund Sources and ACAA's approval does not bind any Fund Source or constitute a guarantee by ACAA of payment to Contractor.

3.2 Reimbursement of Expenses. ACAA may provide certain materials and supplies to Contractor for use in performing services under this Agreement. Except for such materials and supplies, and except to the extent the Program Documents permit reimbursement of expenses from the Fund Sources, Contractor shall be responsible for expenses that it incurs in performing services under this Agreement, and shall not be entitled to reimbursement from ACAA.

3.3 Expenditures. ACAA reserves the right to terminate, reduce, or reallocate funds to another Contractor within the service territory, if Contractor's expenditure rate, is not at a percentage to ensure one hundred percent expenditure of funds within the contract period. ACAA will conduct a review of agency expenditures on a quarterly basis, and will notify the Contractor of any concerns. It is the responsibility of the Contractor to monitor all contract expenditures and to ensure no over expenditures occur. If an over expenditure occurs, the Contractor is responsible for absorbing and/or returning the amount of the payment.

3.4 Request for Additional Funds and Advance Payments – Home Energy Assistance Fund. In the case of the Home Energy Assistance Fund,

(a) Contractor may submit in writing a request for additional funds to ACAA no earlier than November 30 of the current contract year. Requests for additional funds will be submitted to the Home Energy Assistance Fund Advisory Board of Directors on the next available agenda. Approval of request(s) will be based on: i) there are adequate funds available; ii) agency is at an expenditure rate to ensure any additional funds will be expended; iii) request is not being used to cover over expenditures. All approved requests will be submitted to the ACAA Board of Directors on the next available agenda for final review and approval.

(b) Contractor may request a one-time advance in accordance with the established One-Time Advance Payment Policy approved by the Home Energy Assistance Advisory Board of Directors and the ACAA Board of Directors. Contractor may request the Advance Request Form through ACAA, if needed.

3.5 Nature of Relationship. As between ACAA and Contractor, ACAA shall have the same rights as the Funding Sources have under the applicable Program Documents. Contractor shall have only those rights expressly provided to Contractor under this Agreement. The relationship between ACAA and Contractor shall be that of independent contractors for purposes including tax law purposes and employment law purposes and not that of employer-employee, partners, joint venturers, or otherwise. Contractor acknowledges and agrees that Contractor shall have no right or opportunity to participate in any employee benefits plans, compensation plans, or other benefits that ACAA may offer to its employees, and that Contractor will not be treated as an employee for purposes of workers compensation laws, employment laws, or tax laws, including without limitation federal and state income tax laws, social security tax laws and

unemployment contribution laws. Contractor agrees to comply with all laws applicable to independent contractors including, but not limited to, professional and tax licensing requirements and reporting and payment of applicable federal, state and local taxes, including without limitation income taxes and self-employment taxes.

3.6 Indemnification.

3.6.1 Contractor agrees to indemnify, defend and hold ACAA and its directors, officers, employees and agents harmless for, from and against any tax or other liabilities, losses, costs, expenses (including attorneys' fees and court costs), penalties, claims, demands resulting from or arising out of (a) any breach of this Agreement by Contractor or Contractor's employees or agents, including any failure to render the services in strict compliance with the applicable Program Documents, or (b) the gross negligence or intentional misconduct of Contractor or Contractor's employees or agents.

3.6.2 ACAA agrees to indemnify, defend and hold Contractor and its directors, officers, employees and agents harmless for, from and against any liabilities, losses, costs, expenses (including attorneys' fees and court costs), penalties, claims, demands to the extent caused by the gross negligence or intentional misconduct of ACAA or ACAA's employees or agents.

3.7 Insurance.

3.7.1 Contractor and any subcontractors shall procure and maintain, until all of their obligations have been satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the services hereunder by Contractor or Contractor's agents, representatives, employees or subcontractors. Contractor shall also procure and maintain all additional insurance coverage required by the Program Documents.

3.7.2 The insurance requirements herein are minimum requirements for this Agreement and in no way limit Contractor's indemnity obligations contained in this Agreement. ACAA makes no representation or warranty that the minimum limits contained herein are sufficient to protect Contractor from liabilities that might arise out of the performance of the work under this contract by Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

3.7.3 Contractor shall provide coverage with endorsements and limits of liability not less than those stated below.

(a) Commercial General Liability – Occurrence Form

General Aggregate: The policy will have a combined single limit of $2,000,000 for each occurrence for bodily injury and property damage. The policy shall include bodily injury, property damage, personal injury and broad form contractual liability.

The policy shall be endorsed to include the following additional insured language: *"Arizona Community Action Association, shall be named as additional insured with respect to liability arising out of the activities performed by or on behalf of the Contractor".*

The policy shall contain a waiver of subrogation against Arizona Community Action Association and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

(b) Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Agreement.

Combined Single Limit (CSL) $ 1,000,000

The policy shall be endorsed to include the following additional insured language: *"Arizona Community Action Association shall be named as additional insured with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor".*

(c) Worker's Compensation and Employers' Liability

The policy will cover all obligations imposed by federal, state and local statutes with jurisdiction over Contractor's employees.

The policy shall contain a waiver of subrogation against Arizona Community Action Association and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

3.7.4 Wherever additional insured status is required, such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Agreement. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Agreement.

3.7.5 Each insurance policy required by the insurance provisions of this Agreement shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to ACAA.

3.7.6 Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. ACAA makes no representation or warranty that the above-required minimum insurer rating is sufficient to protect Contractor from potential insurer insolvency. If Contractor utilizes the Social Service Contractors Indemnity Pool (SSCIP) or other approved insurance pool for insurance coverage, SSCIP or the other approved insurance pool is exempt from the A.M. Best's rating requirements listed in this Agreement. If Contractor chooses to use SSCIP or another approved insurance pool as its insurance provider, Contractor would be considered in full compliance with insurance requirements relating to the A.M. Best rating requirements.

3.7.7 Contractor shall furnish ACAA with certificates of insurance (ACORD form or equivalent approved by ACAA) as required by this Agreement. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by ACAA before services commence. Each insurance policy required by this Agreement must be in effect at or prior to commencement of services under this Agreement and remain in effect for the duration of the term of this Agreement. Failure to maintain the insurance policies as required by this Agreement, or to provide evidence of renewal, is a material breach of contract.

3.7.8 Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to ACAA separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

4. Compliance with Terms of Funding. Contractor covenants and agrees that it will perform the services and administer the programs and Fund Sources listed in ***Section 1.2*** in strict compliance with the corresponding Program Documents, and that it will comply with all terms and conditions thereof, including without limitation, all requirements and obligations relating to indemnification, insurance, confidentiality, eligibility requirements, reporting and document retention. The "Program Documents" consist of the documents attached hereto as ***Exhibits A*** through ***B*** and any written policies and procedures that ACAA may send to Contractor from time to time, all of which are incorporated herein by this reference. The Program Documents require ACAA to submit certain periodic reports to the Fund Sources. Contractor agrees to cooperate with ACAA in preparing these reports. In addition, Contractor shall submit monthly reports to ACAA on forms prescribed by ACAA and comply with all other reporting obligations under the Program Documents. Such invoices and reports shall be submitted no later than fifteen (15) days after the end of each month.

4.1 Grant Management System Database (GMS). Contractor will ensure, all fund sources will be directly inputted into the GMS Database system, CAP60, or transferred electronically.

5. Confidential Information.

5.1 Contractor's Obligation of Confidentiality. Contractor recognizes that as a result of this Agreement and Contractor's performance of services hereunder Contractor will have access to confidential information ("Confidential Information"). Contractor will keep the Confidential Information it receives confidential at all times and will not, without the prior written consent of ACAA, disclose Confidential Information to any person other than its legal counsel and other parties authorized by ACAA in writing prior to the disclosure of the Confidential Information (such legal counsel and other authorized parties will hereinafter be collectively referred to herein as the "Representatives") who need to know the Confidential Information. Contractor agrees to inform its Representatives of the confidential nature of the Confidential Information and to obtain their agreement to be bound by the terms of this ***Section 5*** for the benefit of ACAA. Contractor agrees to treat and use Confidential Information in a manner that is consistent with protecting such information. Contractor agrees that it will be responsible for any unauthorized use or disclosure of Confidential Information or other non-compliance with this Agreement by any Representative or other agents, or by any other person who obtains access to Confidential Information from, or due to the fault of, Contractor. Any such non-compliance will constitute a breach of this Agreement by Contractor. Contractor shall simultaneously notify ACAA and Southwest Gas (SWG) within twenty-four (24) hours of any detection or suspicion of the unauthorized acquisition, use of, or access to unredacted or unencrypted records, electronic files, media, databases or computerized data of ACAA and/or any of the Agencies, the SWG Energy Share Program or SWG customers that compromises, or is reasonably likely to compromise the security, confidentiality or integrity of the personal identifying information of SWG's customers. Contractor shall further assist in remedying any unauthorized access, use or disclosure, including without limitation, investigation of the circumstances of the disclosure, monitoring for further unauthorized access, and notification of the affected persons, if applicable. Contractor shall take reasonable steps to safeguard, secure and maintain the confidentiality of any and all SWG customer information in its possession, and to protect such information from unauthorized access, use or disclosure, utilizing the same degree of care it uses to protect its own confidential information and, in no event, less than a commercially reasonable degree of care.

5.2 Definition of Confidential Information. Confidential Information includes without limitation any information in whatever form, whether documents, computer disks, computer drives, computer chips, audio tapes or video tapes, that are marked with the legend "confidential" or other notice of similar meaning or are otherwise treated as confidential by ACAA. Whether or not indicated to be confidential, the following information shall be deemed

to constitute Confidential Information: all data collected from applicants for assistance and program participants including without limitation names, addresses, and any other information of a personal or intimate nature, and all trade secrets, proprietary data, financial information, business information and other proprietary information disclosed by ACAA to Contractor, and further including without limitation any copies, summaries, indexes or abstracts of Confidential Information and any information or materials derived from Confidential Information. In addition to the foregoing, any information that is otherwise protected by law as confidential without regard to this Agreement shall constitute Confidential Information. The term "Confidential Information" as used herein does not include any information which (a) is already known to the public prior to disclosure to Contractor; (b) is subsequently made known to the public without any violation of this Agreement; or (c) is rightfully received by Contractor from a third party without similar restriction and without breach of this Agreement. Notwithstanding the foregoing, Contractor will not be deemed in violation of this Agreement in the event Contractor discloses Confidential Information in response to a duly issued court order or subpoena if Contractor provides prompt advance notice thereof to ACAA or if Contractor discloses data regarding applicants for assistance and program participants to the extent required by Contractor's reporting obligations under other agreements pursuant to which Contractor receives funding.

6. **Audit and Inspection**. ACAA will have the right to audit and inspect Contractor's work to verify compliance with this Agreement. Contractor agrees to provide ACAA and its Fund Sources with access, upon reasonable advance notice and during normal business hours, to all of Contractor's books and records that relate to this Agreement. Contractor will maintain copies of all books and records that relate to this Agreement for at least 3 years after the expiration of this Agreement.

7. **Notices.** All notices given in connection with this Agreement shall be in writing and sent by: (i) hand delivery (ii) nationally recognized courier, (iii) facsimile, (iv) United States certified mail with return receipt requested, postage paid, or (v) e-mail. All notices shall be deemed given and received when (a) if given by facsimile, upon confirmed transmission during normal business hours (before 5:00 p.m. Arizona time), if confirmed transmission is after normal business hours it will be deemed given and received the next business day, (b) if hand delivered, when delivered (as confirmed by receipt executed by the recipient or delivery confirmation executed by the courier), (c) if given by a nationally recognized courier, on the day the notice is actually delivered (as confirmed by receipt executed by the recipient or delivery confirmation by the courier), (d) if given by certified mail, return receipt requested, postage paid, when actually delivered to the addresses specified herein as evidenced by return receipt or refusal or failure to accept delivery. All notices will be given at the address or by use of the facsimile number or e-mail address specified for a party on the signature page hereof. A party may change its mailing address, e-mail address and/or facsimile number for notice by giving notice to the other parties in accordance with this Section.

8. **Limitation of Liability**. Contractor acknowledges that all funds to be provided pursuant to this Agreement will be provided by the Fund Sources, and Contractor agrees to look solely to funds actually paid by the Fund Sources for Contractor invoices approved by the Fund Sources for all compensation and reimbursement hereunder. ACAA's obligations under this Agreement are subject to the Fund Sources actually providing the funds (either to ACAA or directly to Contractor) pursuant to the Program Documents. ACAA intends to allocate the funds from each Fund Source to multiple contractors. If one or more Fund Sources reduces their funding to ACAA, then ACAA reserves the right to reduce Contractor's funding under this Agreement and to allocate the reduced funding among Contractor and other contractors as determined by ACAA in its sole discretion.

9. **Assignment; Subcontractors**. Contractor may not assign or delegate Contractor's rights or obligations under this Agreement without ACAA's prior written consent, which consent ACAA may withhold in its sole discretion. ACAA's consent to an assignment or delegation will not release Contractor from any obligations hereunder.

10. **Choice of Law and Forum**. This Agreement has been entered into in Maricopa County, Arizona and its application and interpretation shall be governed exclusively by its terms and by the laws of the State of Arizona without regard to its choice of law rules. The exclusive and proper venue for any dispute arising out of this Agreement will be the state and federal courts located in Maricopa County Arizona.

11. **Integration; Modification; Waiver**. This Agreement reflects the entire agreement of the parties relating to the subject matter hereof. All recitals and exhibits to this Agreement are incorporated herein by this reference. No provision of this Agreement shall be deemed waived, amended, or modified by any party unless both parties sign a written amendment or the party against whom the waiver is asserted signs a written waiver.

12. **[Omitted].**

13. **Anti-Terrorism Warranty.** Pursuant to **A.R.S. §35-397** the Firm certifies that it does not have scrutinized business operations in Iran or Sudan and that they are in compliance with the Export Administration Act and not on the Excluded Parties List.

14. **[Omitted].**

15. **Counterparts; Facsimile**. This Agreement may be executed in counterparts and delivered by facsimile.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have executed this Agreement, effective as of the Effective Date.

CONTRACTOR

By: _____

Name: BRENDA S. FISCHER

Title: CITY MANAGER

Date: 2-11-15

Approved as to Form:

By: MICHAEL BAILEY

Name: _____

Title: City Attorney

Date: 2-11-15

Address:

5850 W. Glendale
Glendale AZ 85301

ATTEST:

_____
City Clerk

Arizona Community Action Association,
an Arizona nonprofit corporation

By: _____

Name: Cynthia Zwick

Title: Executive Director

Date: FEBRUARY 23, 2015

Address:
2700 North 3rd Street, Suite 3040
Phoenix, Arizona 85004
Fax No.: 602-604-0644
E-mail: czwick@azcaa.org

Arizona Community Action Association

List of Attached Exhibits:

Exhibit A	SWG SHARE Program Specifications and Requirements
Exhibit B	Federal Poverty Income Guidelines effective July 1, 2014 – June 30, 2015

Arizona Community Action Association
Home Energy Assistance Fund
Federal Poverty Guidelines
FY2015 (July 1, 2014 - June 30, 2015)
Information based on the Federal Register published on January 24, 2014

	Household Size										
Percent of Poverty	**1**	**2**	**3**	**4**	**5**	**6**	**7**	**8**	**9**	**10**	**For each additional member add:**
up to	$721	$971	$1,221	$1,473	$1,722	$1,972	$2,223	$2,473	$2,723	$2,973	
100%	**$973**	**$1,311**	**$1,649**	**$1,988**	**$2,326**	**$2,664**	**$3,003**	**$3,341**	**$3,679**	**$4,017**	**$338**
100% Annual	*$11,670*	*$15,730*	*$19,790*	*$23,850*	*$27,910*	*$31,970*	*$36,030*	*$40,090*	*$44,150*	*$48,210*	*$4,060*
up to	$974	$1,312	$1,650	$1,989	$2,327	$2,665	$3,004	$3,342	$3,680	$4,018	
150%	**$1,459**	**$1,966**	**$2,474**	**$2,981**	**$3,489**	**$3,996**	**$4,504**	**$5,011**	**$5,519**	**$6,027**	**$508**
150% Annual	*$17,505*	*$23,595*	*$29,685*	*$35,775*	*$41,865*	*$47,955*	*$54,045*	*$60,135*	*$66,225*	*$72,315*	*$6,090*
up to	$1,460	$1,967	$2,475	$2,982	$3,490	$3,997	$4,505	$5,012	$5,520	$6,028	
200%	**$1,945**	**$2,622**	**$3,298**	**$3,975**	**$4,652**	**$5,328**	**$6,005**	**$6,682**	**$7,359**	**$8,036**	**$677**
200% Annual	*$23,340*	*$31,460*	*$39,580*	*$47,700*	*$55,820*	*$63,940*	*$72,060*	*$80,180*	*$88,300*	*$96,420*	*$8,120*

updated 6/25/2014

SOUTHWEST GAS ENERGY SHARE
PROGRAM SUMMARY

CAN PAY	Southwest Gas utility bills and/or emergency repairs to or replacement of certain natural gas equipment for income qualified customers in crisis situations.
MAXIMUM GRANT AMOUNT:	Maximum annual Energy Share assistance available for payment of natural gas bill is $400 (excluding assistance received through other programs). Payment may include current, past due amounts, late charges, deposits, reestablishment fees and/or other related costs or fees. Assistance may exceed the total amount currently owing on the account, with any resulting credits carried forward against future account charges. Security deposit payments will be made in the name of the customer of record. Maximum annual Energy Share assistance available for natural gas equipment or appliance repair or replacement is $2,000 (excluding assistance received through other programs). Replacement of natural gas equipment or appliances shall be limited to instances where repair costs exceed replacement costs, or when the equipment or appliance is found to be inoperable with repairs.
SERVICE CODES:	UTA /UDE
PROGRAM YEAR	A household may be assisted only once in a 12-month period.
ELIGIBILITY CRITERIA	Verified Southwest Gas account holder and/or household member. Households must be at or below 150% of the federal poverty guidelines. All income (within the past 30 days, including the date of application) must be verified. For gas utility bill assistance, verified financial crisis or unexpected financial difficulty or hardship preventing payment of gas utility bill. For emergency repairs and/or replacement of eligible natural gas equipment or appliances, (1) a condition that endangers the health and safety of household members; (2) proof of ownership of appliance or equipment.
CRISIS REASONS:	1. Loss or reduction in household income 2. Loss, reduction, or delay in receipt of public benefits or assistance to the household

3. Unexpected or unplanned expense causing lack of financial resources, including a required repair/replacement of eligible natural gas equipment or appliances

CLIENT FILE MUST CONTAIN:

1. Southwest Gas Customer household information, including, without limitation: name, address, phone number, Southwest Gas account number, number of persons in household, household income verification
2. Application for Benefits
3. Most recent Southwest Gas bill.
4. Income verification for the most recent 30 days including application date.
5. Documentation of financial difficulty, crisis, or hardship.
6. Amount of utility bill assistance awarded to customer household.
7. Amount of customer assistance disbursed for repair or replacement of natural gas equipment or appliances.
8. Client statement indicating in writing that repairs or replacements have been made and/or completed.

ASSISTANCE ALLOCATION:

At least ninety percent (90%) of your Direct Services allocation shall be designated for the payment of natural gas bills, including past due amounts, late charges, deposits, reestablishment fees and/or other related costs or fees.

Up to ten percent (10%) of your allocation shall be designated for payment of natural gas equipment or appliance repair or replacement of eligible natural gas appliances, such as gas water heaters, gas furnaces, gas cooking stoves and gas dryers.