

**MEMORANDUM OF AGREEMENT (MOA)**

This Memorandum of Agreement (MOA) is hereby entered into by and between the North Carolina Department of Health and Human Services, Division of Social Services (hereinafter referred to as "Division") and Lumbee Tribe of North Carolina (hereinafter referred to as "Contractor").

This MOA is subject to the provisions of all applicable Federal and State laws, regulations, policies and standards.

**I. Effective Period:**

This MOA shall begin on 10/1/2013 and end on 9/30/2016, with the option to extend, if mutually agreed upon, through a written amendment.

This MOA may be terminated by either party upon at least 30 days' written notice or immediately upon notice for cause. This MOA may be amended, if mutually agreed upon, to change scope and terms of the MOA. Such changes shall be incorporated as a written amendment to this MOA.

**II. Contractor Duties:**

The contractor hereby agrees to provide the services described in the scope of work which is incorporated herein by reference.

**Contract Administrators:**

All notices permitted or required to be given by one Party to the other and all questions about the contract from one Party to the other shall be addressed and delivered to the other Party's contract administrator. The name, post office address, street address, telephone number, fax number, and email address of the Parties' respective initial contract administrators are set out below. Either Party may change the name, post office address, street address, telephone number, fax number, or email address of its contract administrator by giving timely written notice to the other Party.

For the Division:

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Joan Otto, Contract Administrator Division of Social Services 2420 Mail Service Center Raleigh, NC 27699-2420  <b>Telephone :</b> (919)-527-6317 <b>Fax:</b> (919)-334-1265 <b>Email:</b> joan.otto@dhhs.nc.gov	Joan Otto, Contract Administrator Division of Social Services 820 S. Boylan Avenue Raleigh, NC 27603

For the Contractor:

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Patrick Strickland, Energy Manager Lumbee Tribe of North Carolina 6984 NC Hwy 711 West Pembroke, NC 28372  <b>Telephone:</b> (910)-522-2206 <b>Fax:</b> (910)-521-7790 <b>Email:</b> pstrickland@lumbeetribe.com	Patrick Strickland, Energy Manager Lumbee Tribe of North Carolina 6984 NC Hwy 711 West Pembroke, NC 28372

Signatures follow on next page

Lumbee Tribe of North Carolina

Paul Brooks  
Signature

9/23/13  
Date

Paul Brooks  
Printed Name

Tribal Chairman  
Title

**Witness**

Patrick Strickland  
Signature

9/23/13  
Date

Patrick Strickland  
Printed Name

Department of Energy Mgr.  
Title

**Division of Social Services, North Carolina Department of Health and Human Services**

Jack H. Rogers  
Signature

9/27/12  
Date

Wayne Black  
Printed Name

Deputy Director  
Director  
Title

## SCOPE OF WORK

Section 2604 (d) of the Low Income Home Energy Act of 1981 as amended, authorizes the direct funding of Indian Tribes if the Secretary of the Department of Health and Human Services (DHHS) receives such a request from a Tribe and if the Secretary determines that the members of the Tribe would be better served by direct funding. The Lumbee Tribe of North Carolina has applied to the United States Department of Health and Human Services (USDHHS) for a Low Income Home Energy Assistance Program (LIHEAP) grant to serve the Native American population in Hoke, Robeson, Scotland, and Cumberland counties.

### Division Responsibilities of Agreement

NCDHHS/DSS will:

1. Provide statistical data identifying Native American households in Hoke, Robeson, Scotland and Cumberland counties who are current Food and Nutrition Services recipients.
2. Provide access to State systems for verification purposes and provide consultation and technical assistance as needed.

### Provider Responsibilities of Agreement

Lumbee Tribe of North Carolina will:

1. Accept all responsibility in fulfilling the requirements in the development and implementation of the Tribal Plan.
2. Take necessary steps to ensure that Native American households in Hoke, Robeson, Scotland and Cumberland counties do not receive benefits from both the Tribe and the state.
3. Ensure that these federal funds will be used to provide services for the Low Income Home Energy Assistance Program and the Crisis Intervention Program.
4. Ensure that these federal funds will be used to cover administrative costs which may not exceed 20% of the first \$20,000 plus 10% of the remaining amount of funds payable.
5. Comply with all applicable Federal laws, regulations, policies, ordinances, codes, rules, standards and assurances.
6. Accept fiscal responsibility for deviations from the terms of this agreement as a result of acts of Lumbee Tribe of North Carolina or any of its officers, employees, agents or representatives.

### Funding Allocation

Lumbee Tribe of North Carolina makes direct application for funding to the United States Department of Health and Human Services for their share of LIHEAP Block Grant Funds. The amount allocated is based on 1.778431 percent of the State's gross allotment for the year. The percentage amount will be used whenever the State receives emergency contingency funds or when there is an increase or decrease in the base amount for the LIHEAP Block Grant. The amount for Lumbee Tribe of North Carolina may change each year depending on the federal allocation to the state for that year or if there is a change to the current percentage rate of 1.778431.

The Lumbee Tribe of North Carolina agrees and understands that payment is dependent and contingent upon and subject to the appropriation, allocation, and availability of LIHEAP Block Grant funding.

### Confidentiality

Lumbee Tribe of North Carolina certifies that it will protect the confidentiality of client information in accordance with its procedures to accomplish that objective and abide by the North Carolina Division of Social Services Information Security Manual requirements for accessing State systems.

### Liabilities

Lumbee Tribe of North Carolina shall be liable for the acts and omissions of their respective employees in the performance of services to the extent permitted by applicable law.

Lumbee Tribe of North Carolina is and shall be deemed to be an independent entity in the performance of this agreement and agrees to indemnify and save harmless the North Carolina Division of Social Services, the North Carolina Department of Health and Human Services, and the State of North Carolina against any and all loss, damages, injury, liability, suits, proceedings, claims of third parties which may arise out of any act or omission of Lumbee Tribe of North Carolina, its agents, employees, and subcontractors.

Furthermore, the North Carolina Department of Health and Human Services/Division of Social Services is not acting as agent, guarantor, or insurer of Lumbee Tribe of North Carolina's obligations and Lumbee Tribe of North Carolina is not acting as agent or instrumentality of the North Carolina Department of Health and Human Services/Division of Social Services in receiving, administering, and allocating the funds received by this agreement.

This MOA shall begin on October 1, 2013 and may be terminated by either party upon at least 30 days' written notice or immediately upon notice for cause. This MOA may be amended, if mutually agreed upon, to change scope and terms of the MOA. Such changes shall be incorporated as a written amendment to this MOA. This MOA terminates on September 30, 2016.

**PERFORMANCE MEASURES CHART**

The Department of Health and Human Services uses performance measures rubrics as a tool to determine the success of a project and how well services and products are being delivered. Together they enable the Department to gauge efficiency, determine progress toward desired results and assess whether the Department is on track with meeting its goals. The contractor shall adhere to all of the performance requirements/standards in the scope of work, including performance measures in the performance measures chart below.

<b>Measure Type</b>	Demand		<b>Frequency</b>	Annual
<b>Measure</b>	There are no Performance Measures for this MOA.			
	<b>Year</b>	2014	<b>Preferred Trend</b>	Other
	<b>Target Value</b>	N/A		
	<b>Data Source</b>	N/A		
	<b>Collection Process and Calculation</b>	N/A		
	<b>Collection Frequency</b>	N/A		