

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
KANSAS DEPARTMENT FOR CHILDREN AND FAMILIES
AND
UNITED TRIBES OF KANSAS AND SOUTHEAST NEBRASKA, INC.**

WHEREAS, UNITED TRIBES OF KANSAS AND SOUTHEAST NEBRASKA, INC. has authority from the Iowa Tribe of Kansas and Nebraska and the Sac and Fox Nation of Missouri in Kansas and Nebraska to operate the Low Income Energy Assistance Program, hereinafter referred to as LIHEAP, for those Tribes pursuant to 45 CFR 1336.

WHEREAS, UNITED TRIBES OF KANSAS AND SOUTHEAST NEBRASKA, INC., and KANSAS DEPARTMENT FOR CHILDREN AND FAMILIES, hereinafter referred to as DCF, agree that members of said Tribes would be better served through a direct grant to UNITED TRIBES OF KANSAS AND SOUTHEAST NEBRASKA, INC.

WHEREAS, the KANSAS DEPARTMENT FOR CHILDREN AND FAMILIES has the responsibility to administer the LIHEAP pursuant to 45 CFR § 96.

WHEREAS, said tribal members have exercised the option of having their members served through a direct grant from the Department of Health and Human Services.

THEREFORE, the parties, agree to the following terms:

RESPONSIBILITIES OF PARTIES

The UNITED TRIBES OF KANSAS AND SOUTHEAST NEBRASKA, INC. hereby agree:

1. That the defined service area to be covered by UNITED TRIBES OF KANSAS AND SOUTHEAST NEBRASKA, INC. from funds received in the direct grant will be the Native Americans living in Kansas and deemed eligible for LIHEAP by UNITED TRIBES OF KANSAS AND SOUTHEAST NEBRASKA, INC. If another tribe in Kansas receives LIHEAP funding from U.S. Department of Health and Human Services, their Tribal Members will be referred to their Tribe's LIHEAP for energy assistance.
2. That \$45,000. will be set-aside for the direct grant to the UNITED TRIBES OF KANSAS AND SOUTHEAST NEBRASKA, INC. from the State of Kansas FY2015 LIHEAP allotment.
3. To use the same guidelines for eligibility and benefits as used by the State in administering the State's FY2015 LIHEAP. The benefit structure will be supplied by the State.
4. Robbie Craig, Program Administrator, or his successor, is designated contact person for operation of this program.
5. To be bound and abide by all federal statutes and regulations governing the dissemination or expenditure of funds pursuant to LIHEAP, and any amendments that may be made hereto. Specifically the UNITED TRIBES OF KANSAS AND SOUTHEAST NEBRASKA, INC. agree to abide by the Low Income Energy Assistance Act of 1981 (Title XXVI of Pub. L. 97-35), as amended.
6. The UNITED TRIBES OF KANSAS AND SOUTHEAST NEBRASKA, INC. agree and acknowledge responsibility for informing the SECRETARY by September 30, 2015 of the following information: (1) Amount of any unexpended funds that will be held over for subsequent agreement periods; (2) A listing of households assisted with energy benefits; (3) Expenditure amounts of energy assistance; (4) Average benefit amounts; (5) Heating system and energy vendor used by each recipient household; (6)

Dwelling type of each recipient household; (7) Household size of each case assisted; and (8) LIHEAP administrative expenditures claimed up to the federally allowable limit.

7. LIHEAP funds carried over will reduce the grant amount of any subsequent agreement between the parties.

The **SECRETARY** hereby agrees:

1. To allow \$45,000. of the State's LIHEAP Block Grant to be released by the U.S. Department of Health and Human Services and granted for use by UNITED TRIBES OF KANSAS AND SOUTHEAST NEBRASKA, INC. to serve the eligible Indian population residing in the State of Kansas.

2. To provide advice on the interpretation of benefit guidelines which will be followed by UNITED TRIBES OF KANSAS AND SOUTHEAST NEBRASKA, INC. in the granting of benefits to the above Indian Populations.

3. To strive to refer all households within the defined area to the UNITED TRIBES OF KANSAS AND SOUTHEAST NEBRASKA, INC. if they apply for assistance from the State. This would include all Indian households residing on the Iowa and Sac and Fox reservation in Northeast Kansas and those members of said Tribes living in Brown and Doniphan Counties in Kansas.

4. To provide UNITED TRIBES OF KANSAS AND SOUTHEAST NEBRASKA, INC. with a listing of any tribal households currently under recoupment with the State of Kansas due to receipt of duplicate LIHEAP benefits.

The **PARTIES** hereto mutually agree:

1. That the total FY2015 funds received for benefits and administration will not exceed \$45,000.00.

2. That the tribal funds for energy assistance will be received directly from the Department of Health and Human Services, Washington, D.C.

3. That every effort will be made by parties to ensure that duplicate payments are not issued. Time is of the essence in the exchange of any relevant data.

4. This agreement terminates September 30, 2015.

5. This agreement may be canceled by either party upon providing written notice at least 90 days in advance of the effective date of cancellation, provided however, the SECRETARY may terminate this agreement wherein the UNITED TRIBES OF KANSAS AND SOUTHEAST NEBRASKA, INC. are found to be in breach of any term or condition of this agreement, after having given at least 30 day prior notice of such breach and the failure of UNITED TRIBES OF KANSAS AND SOUTHEAST NEBRASKA, INC. to remedy such breach.

6. This agreement constitutes the whole agreement between the parties and may not be amended unless said amendments are made in writing and signed by the parties, hereto.

7. That in the event there are unexpended sums of the grant, the remainder will be held over by the UNITED TRIBES OF KANSAS AND SOUTHEAST NEBRASKA, INC.

8. That in the event UNITED TRIBES OF KANSAS AND SOUTHEAST NEBRASKA, INC. deplete the total funds due to a significant increase in eligible households and if all terms of this agreement have been met, the SECRETARY may consider amendment of this agreement.

This working agreement between United Tribes of Kansas and Southeast Nebraska, Inc. and the Kansas Department for Children and Families shall be effective on and after November 1, 2014.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures the date first above written.

Phyllis Gilmore
Phyllis Gilmore, Secretary
Kansas Department for Children and
Families

Robbie Craig
Robbie Craig,
United Tribes of Kansas and
Southeast Nebraska, Inc.

4/24/14
Date

12/1/14
Date