

**INTERLOCAL AGREEMENT
BETWEEN
KITSAP COUNTY
AND
PORT GAMBLE S'KLALLAM TRIBE
FOR SENIOR NUTRITION SERVICES
KC-068-24**

This Interlocal Agreement between Kitsap County and the Port Gamble S'Klallam Tribe for Senior Nutrition Services (this "Agreement") is entered into by Kitsap County (the "County"), a municipal corporation and political subdivision of the State of Washington, and the Port Gamble S'Klallam Tribe (the "Tribe"), a federally recognized Indian Tribe, effective January 1, 2024.

RECITALS

WHEREAS, Kitsap County has entered into an "AAA Agreement – State/Federal" and an "Interlocal Agreement Area Agency on Aging - Older Americans Act" and "AAA Interlocal Data Share Agreement" (the "State-County Grant Contracts") with the State of Washington Department of Social and Health Services (DSHS), Aging and Disability Services Administration (the "State"), under which the State grants funds to the County for the provision of services to adults with disabilities and persons aged 60 and older; and

WHEREAS, the State-County Grant Contracts authorizes the County to enter into subcontracts, which are defined in the State-County Grant Contracts as any separate agreements or contracts between the County and individuals or entities to perform all or a portion of the duties and obligations that the County is obligated to perform pursuant to the State-County Grant Contracts; and

WHEREAS, the County wishes to subcontract with the Tribe to enable the Tribe to provide nutrition services to Port Gamble S'Klallam tribal elders aged 55 years and older and other Kitsap County residents age 60 or older; and

WHEREAS, the Tribe is willing to comply with all applicable contractual and program requirements contained in the State-County Grant Contracts; and

WHEREAS, the Tribe, being a sovereign government, has requested that the subcontract be in the form of an Interlocal Agreement and the State has encouraged the County to subcontract in that form; and

WHEREAS, the State has reviewed the form of this Agreement and found that it satisfies the County's subcontracting obligations under the State-County Grant Contracts;

AGREEMENT

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Statement of Work. The Tribe agrees to provide services in accordance with Exhibit A – Statement of Work.

2. Funding. The services to be performed will be funded by payment by the County to the Tribe as described in the attached Statement of Work, in an amount not to exceed \$25,000 reimbursement. This Agreement is expressly contingent throughout its term upon funding availability.

3. State-County Grant Contracts. The State-County Grant Contracts, as they may be amended from time to time, are incorporated by this reference as if set forth fully herein and this Agreement shall be subject to the provisions contained in the State-County Grant Contracts. The Tribe agrees to comply with all provisions contained in the State-County Grant Contracts applicable to subcontractors, except for those provisions, if any, that the State may expressly waive in writing, or is not applicable under federal or state law.

4. Culturally Relevant Services. In providing services, the Tribe may develop and operate programs and deliver goods, services and/or benefits in a manner that is culturally relevant and particularly suited to and/or particularly located for access by members of the Tribe, in accordance with tribal laws and policies.

5. Term. The term of this Agreement is January 1, 2024 through December 31, 2024.

6. Termination for Convenience. Either party may terminate this Agreement for convenience by providing the other party with advance written notice of at least 30 days.

7. Termination for Default. If either defaults in its obligations under this Agreement, the non-defaulting party may terminate this Agreement by written notice to the defaulting party. Before such termination, however, the defaulting party shall be given 10 days to cure its default, if the default is of a type reasonably susceptible to cure.

8. Dispute Panel. The parties may voluntarily submit any contractual dispute to a dispute panel as follows: each party will appoint one member to the panel and those two members in turn will appoint a third member. The dispute panel will review the facts, contract provisions and applicable law, and then decide the matter. This provision does not affect the right of either party to seek legal recourse in a court of competent jurisdiction.

9. Indemnification- preapproved for Human Service contracts. Indemnification by Tribe. The Tribe agrees to indemnify, defend, and hold the County and its departments and offices, elected and appointed officials, employees, agents, and volunteers, harmless from and against any and all claims, damages, losses, and expenses, including but not limited to court costs, attorney's fees, and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease, or death and for any damage to or destruction of any property (including the loss of use resulting therefrom) that: (1) are caused in whole or in part by any act or omission, negligent or otherwise, of the Tribe, its employees, agents, or volunteers or

the Tribe's subcontractors and their employees, agents, or volunteers; or (2) directly or indirectly arise out of, result from, or occur in connection with, the performance of this Agreement; or (3) are based upon the Tribe's or its subcontractors' use of, presence upon or proximity to the property of the County. This indemnification obligation of the Tribe shall not apply in the limited circumstance where the claim, damage, loss, or expense is caused by the sole negligence of the County. This indemnification obligation of the Tribe shall not be limited in any way by the Washington State Industrial Insurance Act, RCW Title 51, or by application of any other workmen's compensation act, disability benefit act or other employee benefit act, and the Tribe hereby expressly waives any immunity afforded by such acts. The foregoing indemnification obligations of the Tribe are a material inducement to the County to enter into this Agreement and have been mutually negotiated by the parties.

Participation in Defense by County —No Waiver. The County reserves the right, but shall have no obligation, to participate in the defense of any claim, damages, losses or expenses and such participation shall not constitute a waiver of the Tribe's indemnity obligations under this Agreement.

Survival of Tribe's Indemnity Obligations. The Tribe agrees that all of the Tribe's indemnity obligations shall survive the completion, expiration or termination of this Agreement. Indemnity by Subcontractors. In the event the Tribe enters into subcontracts to the extent allowed under this Agreement, the Tribe's subcontractors shall indemnify the County on a basis equal to or exceeding the Tribe's indemnity obligations to the County.

10. Sovereign Immunity Waiver- preapproved for Human Service contracts. The Tribe hereby expressly, unequivocally, and irrevocably waives its sovereign immunity against suit, liability, judgment, and collection solely with respect to interpretation and enforcement of its agreements, obligations, and duties under this Agreement, including any amendment hereto. This limited waiver of sovereign immunity applies only between the parties to this Agreement. It does not extend to any other person or entity. This waiver of sovereign immunity includes any and all judicial actions for money damages, injunctive relief, and/or declaratory relief, whether based upon breach of contract or tort law or otherwise. The Tribe agrees that any judicial actions against the Tribe to interpret or enforce this Agreement, including any amendment hereto, shall be brought and maintained only in the Superior Court of Washington, that Washington's substantive and procedural laws and rules shall govern all such actions, and that the Superior Court of Washington shall have jurisdiction over the Tribe. This waiver extends to the appellate courts of the State of Washington.

11. Commercial General Liability. The Tribe shall have Commercial General Liability Insurance with limits of not less than Combined Bodily Injury/Property Damage Liability of \$1,000,000 each occurrence and \$2,000,000 aggregate. The Tribe will place insurance with insurers licensed to do business in the State of Washington and having A.M. Best Company ratings of no less than A-VII, with the exception that excess and umbrella coverage used to meet the requirements for limits of liability or gaps in coverage need not be placed with insurers or reinsurers licensed in the State of Washington.

Coverage shall contain general requirements and endorsements with Kitsap County named as an additional insured and that in the event of a claim or suit, the insurance carrier agrees to not use sovereign immunity of the assured as defense as respects this agreement. Such

insurance as carried by the Tribe is primary over any insurance carried by Kitsap County. The Tribe will include all subcontractors as insureds under its policies or will furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors will be subject to all the requirements in these provisions.

The Tribe expressly agrees to a limited waiver of sovereign immunity as a defense up to the limits of the insurance policy in connection with the enforcement of the rights of Kitsap County.

12. Audit Requirements. All payments under this agreement are subject to audit. The Tribe shall provide an independent audit which:

- a. Determines the fiscal integrity of the financial transactions and reports of the Tribe.
- b. Is performed by an independent auditing firm or the Washington State Auditor's Office.
- c. Is performed in accordance with generally accepted auditing standards and with Federal Standards for Audit of Governmental Organizations, Programs, Activities and Functions, and meeting all requirements of OMB Circular A-133, as applicable for agencies receiving federal funding in the amount of \$750,000 or more during their fiscal year.

13. Suspension, Debarment, and Lobbying

The Tribe shall certify, on a separate form (Exhibit E), that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency. Also, the Tribe, on a separate form (Exhibit F), will certify that it does not use Federal funds for lobbying purposes. Both forms are attached to this Agreement.

14. Notices. Any notice required or permitted under this Agreement shall be given in writing and addressed as follows:

To the County

Kitsap County Division of Aging and Long-Term Care
614 Division Street, MS-5
Port Orchard, WA 98366
Attention: Stacey Smith, Administrator

To the Tribe

Port Gamble S'Klallam Tribe
31912 Little Boston Road N.E.
Kingston, WA 98346
Attention: Amber Caldera, Tribal Council Chairwoman

Either party may change its address for notices by providing written notice to the other party.

15. Independent Capacity. The officials, officers, employees and agents of each party

shall continue to be officials, officers, employees and agents of that party and shall not be considered for any purpose to be officials, officers, employees and agents of the other party.

16. Waiver. Waiver of any part of this Agreement may only be made in writing executed by an authorized representative of the party to be bound.

17. Applicable Law. Each party shall comply with all applicable federal, tribal, state and local law.

18. Amendment. This Agreement may be amended only in writing executed by authorized representatives of both parties with the same formalities as this Agreement.

19. Survival. Sections 8 (Dispute Panel), and 9 (Indemnification) of this Agreement shall survive the termination or expiration of this Agreement.

20. Authority. Each party warrants that it has taken all steps necessary for this Agreement to have full legal effect and that the signatures herein are those of its authorized representatives.

21. Exhibits. The following exhibits are incorporated in this Agreement by reference:

Exhibit A: Statement of Work

Exhibit B: Budget Summary (Quarterly Spending Projection)

Exhibit C: Certificate of Liability Insurance

Exhibit D: Sovereignty Endorsement

Exhibit E: Certification Regarding Debarment, Suspension, and Other Responsibility Matters

Exhibit F: Certification Regarding Lobbying

Exhibit G: Contractor Agreement on Nondisclosure of Confidential Information

IN WITNESS WHEREOF, THE PARTIES HAVE SUBSCRIBED THEIR NAMES HERETO ON THE DATES SET FORTH BELOW.

KITSAP COUNTY BOARD OF COMMISSIONERS

Katherine T. Walters
Katherine T. Walters, Chair

Christine Rolfes
Christine Rolfes, Commissioner

Charlotte Garrido
Charlotte Garrido, Commissioner

TRIBE:
PORT GAMBLE S'KLALLAM TRIBE

Amber Caldera
Amber Caldera, Tribal Council Chairwoman

DATED: 12/11/23

ATTEST:

Dana Daniels
Dana Daniels, Clerk of the Board



DATED: 1/8/24

EXHIBIT A: STATEMENT OF WORK

PORT GAMBLE S'KLALLAM TRIBE ELDER NUTRITION PROGRAM

1.01 General Statement of Work-Nutrition Program

The Port Gamble S'Klallam Tribe (hereinafter Tribe) shall provide Congregate Nutrition Services, as defined and in the manner prescribed by the Congregate Nutrition Program Guidelines and Senior Nutrition Program Standards published by the Aging and Long-Term Support Administration (AL TSA) of the Washington State Department of Social and Health Services and in accordance with the Interlocal Agreement of which this document is a part, to Port Gamble S'Klallam Tribal elders and other Kitsap County residents who are age 60 or over and otherwise eligible for the program.

Congregate meals shall be provided at the Port Gamble S'Klallam Tribal Center on Tuesdays, Wednesdays and Thursdays during normal operation. Hot, pre-plated meals shall be provided to all Congregate participants. When COVID-19 response flexibilities are in place as determined by emergency declaration and AL TSA policy, alternative congregate meals may be picked up for carry out or delivered to homes of eligible program participants.

The Congregate Meal Site shall be open to all eligible persons on a reservation basis. Reservations will be taken at the meal site or can be made by calling the Tribe's office at the Port Gamble S'Klallam Tribal Center. In the event participant demand exceeds program capacity, the Tribe shall negotiate with the Division of Aging and Long-Term Care to develop a method of determining who should receive service.

1.02 Eligibility

Participants in the Congregate Nutrition program shall be members of the Congregate Nutrition Target Population and, as such, are unable to prepare meals for themselves because of:

- a. A disabling condition, such as limited physical mobility, cognitive or psychological impairment, sight impairment or
- b. Lack of knowledge or skills to select and prepare nourishing and well-balanced meals; or
- c. Lack of means to obtain or prepare nourishing meals; or
- d. Lack of incentive to prepare and eat a meal alone.

1.03 Nutritional/Diabetes Risk Assessments and Nutrition Education

The Tribe will conduct nutritional/diabetes risk assessments for Congregate Meal Site participants in accordance with the Federal National Aging Programs Information System (NAPIS) program reporting requirements. The number of participants determined to be at high risk must be included in the data submitted to The County. A participant is defined as high risk if they score comparable to six (6) or higher on the nutritional risk assessment.

The County shall supply assessment forms.

The Tribe will conduct Nutrition Education overseen by a Registered Dietician Nutritionist, for Congregate Meal Site participants.

1.04 Reimbursement

Reimbursement shall be on a Unit Rate basis unless otherwise revised as per state and federal requirements, and shall be limited to the following per-meal maximums:

\$7.59	Meals funded under Older Americans Act Title IIIC and NSIP cash.
\$0.75	Meals funded under NSIP cash only.

Payment shall be made on the basis of monthly Reimbursement Request to be submitted by the Tribe. All requests for reimbursement shall be accompanied by monthly Participation Reports as described in 1.10, below. Invoices shall be submitted by the Contractor no later than the tenth (10th) day of the month for services provided the previous month.

This Agreement is funded in part by federal sources, catalogued under CFDA #93.045 (Title III-C Congregate Nutrition), 93.053 (NSIP). Maximum consideration for purposes of this Contract period shall be \$25,000 with additional 15% required Tribal match.

Reimbursement of audit expenses shall be in accordance with Part III, Subpart B (4) of this Agreement, "Allowable Costs."

Rate justification shall be submitted to Division of Aging and Long-Term Care no less than annually.

1.05 Carry-Out and Leftover Meals

- a. **Carry-out Meals** - Congregate participants who are periodically unable to attend the regular meal site due to illness or infirmity, may have a meal carried-out to them by the program. This service shall be limited to those participants residing in a community based* setting on the Port Gamble S'Klallam Tribe Reservation. Close attention shall be paid to ensure the maintenance of proper and safe temperature and sanitation of the meal, and

food shall be either refrigerated for future consumption, or reheated to safe, serving temperature upon arrival at the client's home if to be consumed immediately upon delivery. Strict adherence to the Congregate Meal temperature guidelines and DSHS Senior Nutrition Program Standards shall be maintained. Participants receiving this service shall be encouraged to attend the Congregate site on those days when they are physically able to do so.

* Community based setting is defined as:

- (1) The client's house or apartment, owned or rented; or
- (2) The home of a family member, friend or caregiver (except Adult Family Homes); or
- (3) A senior apartment- subsidized or non-subsidized.

- b. **Leftover Meals** – Congregate participants who, in the opinion of the program coordinator or other designated person, could benefit nutritionally from additional meals, may have leftover food packaged and sent home with them on site days. This service shall be provided on a food-available basis only and additional meals shall not be prepared specifically for this accommodation. Leftover meals shall be securely packaged, and the participant shall be provided written instructions as to the need for refrigeration and/or reheating as appropriate for the meal content and additional requirements as per the DSHS Senior Nutrition Program Standards.

1.06 Client Characteristics

Sufficient outreach shall be conducted to assure the service is made known and available to all segments of the population in need. The population of the Port Gamble S'Klallam reservation is unique and specific percentages for various population characteristics applicable in the county are not necessarily applicable on the reservation.

1.07 Project Performance Standards

For the period from January 1, 2023 through December 31, 2023 the Tribe shall provide a maximum of the following level of service:

3,300 Congregate Meals (Older Americans Act Title III-C including NSIP)
2,200 Congregate Meals (NSIP cash reimbursement only)
5,500 Total meals

1.08 Nutrition Services Incentive Program

In addition to other grant funds awarded under this agreement, Nutrition Services Incentive Program (NSIP) cash may be made available to the Tribe for the

purchase of food to be used in the Senior Nutrition Project. As per former USDA requirements (1) the distribution and use of NSIP cash under Title IIIC of the OAA are unchanged; (2) criteria for counting meals for NSIP funding remains the same under the reauthorized OAA Title III C meals programs; (3) the Tribe must maintain documentation of purchase of United State agricultural commodities and other foods of U.S. origin in sufficient quantities to equal or exceed the amount of NSIP funds awarded; and (4) NSIP funds must be used to expand meal services to older adults.

Payment for services under this agreement will be on a Unit Rate basis. The per-meal reimbursement for 2021 shall be a maximum of \$5.61 for meals funded by OAA Title IIIC including NSIP cash, and \$0.8225 for meals funded by NSIP cash only. Rate changes based on DSHS ALTSA policy and DSHS ALTSA Management Bulletins will be negotiated with the Tribe.

1.09 Match

Grant funds awarded under this agreement shall not exceed 85% of the total project cost. Therefore, anticipated federal funds divided by 0.85 will yield the minimum total effort, and the required match is the difference between the anticipated federal amount and the minimum total effort. If the actual total project expense is greater than this amount, that difference is described as funds/support "in addition to match." If the actual expense is less than the minimum effort projected, the federal funds claimable will be reduced to 85% of the new total. Tribe must show that the match requirement has been satisfied each month as calculated on the reimbursement form. There is no match requirement for NSIP funds.

1.10 Participation Reports

The Tribe shall report units of service on a monthly basis. Services funded by NSIP cash only shall be reported in the same manner. Contributions by participants shall be reported to the County's Aging and Long-Term Care Division separately from all other project income.

1.11 Expenditure of Funds

Funds awarded to the Tribe under this agreement are contingent upon the ability of the Tribe to spend the funds in accordance with Exhibit B: Budget Summary (Quarterly Spending Projection). The "Budget Summary" shall be a rate of spending for the funds during the period of this agreement, which shall be in a manner as defined in this agreement for both parties. PROVIDED, if the Tribe fails to meet the "Budget Summary," the total amount of the award may be reduced by an amount not to exceed the difference between the "Budget Summary" and the actual spending for the period.

Unearned funds from one project period will not be carried over into any succeeding period.

The Tribe shall bill COVID-19 funds under separate COVID contract(s) with the County's Aging and Long-Term Care Division before billing standard OAA and NSIP funding, when applicable.

EXHIBIT B: BUDGET
KC-068-24
PORT GAMBLE S'KLALLAM TRIBE
January 1 – December 31, 2024

Program/Funding Source	Total	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
Congregate Meals	25,000	6,250	6,250	6,250	6,250
III C-1	20,888	5,222	5,222	5,222	5,222
NSIP	4,112	1,028	1,028	1,028	1,028
Total	25,000	6,250	6,250	6,250	6,250
Match	3,686	921	921	922	922
III C-1 (15% Required)	3,686	921	921	922	922
Total Project	28,686	7,171	7,171	7,172	7,172

Funding Source	CFDA #	Amount
III C-1	93.045	20,888
NSIP	93.053	4,221

EXHIBIT C: CERTIFICATE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/14/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Brown & Brown of Washington, Inc. 800 5th Ave Suite 2400 Seattle WA 98104		CONTACT NAME: Leah Shaw CSR, CIC PHONE (A/C, No, Ext): (206) 956-1641 FAX (A/C, No): (206) 956-9604 E-MAIL ADDRESS: lshaw@bbseattle.com	
INSURED Port Gamble S'Klallam Tribe 31912 Little Boston Rd NE Kingston WA 98346		INSURER(S) AFFORDING COVERAGE INSURER A: Hudson Insurance Company NAIC # 25054 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 21-24 GL & AL **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADSL	SUBSR	INSO	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			Y		NACL00267-14	01/01/2021	01/01/2024	EACH OCCURRENCE \$ 10,000,000 DAMAGE TO RENTED PREMISES (EA occurrence) \$ 100,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 10,000,000 GENERAL AGGREGATE \$ 12,000,000 PRODUCTS - COMP/OP AGG \$ 10,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY					NACL00267-14	01/01/2021	01/01/2024	COMBINED SINGLE LIMIT (EA accident) \$ 10,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$								EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in WA) If yes, describe under DESCRIPTION OF OPERATIONS below				N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: Division of Aging & Long Term Care Nutrition Program.
 Kitsap County and its officials, officers, employees, and agents are additional insured as required by written contract and/or agreement with the named insured.

CERTIFICATE HOLDER Kitsap County Dept of Personnel & Human Services 614 Division Street, MS 23 Port Orchard WA 98366467	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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ACORD 25 (2016/03)

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EXHIBIT D: SOVEREIGNTY ENDORSEMENT



HUDSON
INSURANCE GROUP

Endorsement No.:

This Endorsement attaches to and forms part of Policy No.: NACL00267-08

In the name of: Port Gamble S'Klallam Tribe (See Schedule of Named Assureds)

Effective date of this Endorsement is 12:01 a.m., December 15, 2013

SOVEREIGNTY ENDORSEMENT

In the event of a claim or suit, the company agrees to not use the Sovereign Immunity of the **Assured** as a defense, unless the **Assured** authorizes the company to raise such a defense by written notice to the company. Any such notice will be sent not less than 10 days prior to the time required to answer any suit. Any use of the Sovereign Immunity defense will only apply to coverage and limits of this insurance policy.

The company is not authorized or empowered to waive or otherwise limit the Assured's Sovereign Immunity outside or beyond the scope of coverage or limits of this insurance policy.

Further, the **Assured**, by accepting this policy, agrees to release the company from any and all liability to them or their members because of the failure on the part of the company to raise the defense of Sovereign Immunity, except in cases where the **Assured** specifically requests the company to do so in the manner provided herein.

EXHIBIT E: CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

Primary Covered Transactions 45 CFR 76

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principles:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
 - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connections with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charges by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1.b. of this certification; and
 - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participants are unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

This Certification is executed by the person(s) signing below who warrant they have authority to execute this Certification.

CONTRACTOR: Port Gamble S’Klallam Tribe

Signature: Amber Caldera

Title: Port Gamble S’Klallam Chairwoman

Date: 12/11/23

EXHIBIT F: CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and believe, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Port Gamble S'Klallam Tribe

Contractor Organization



12/11/23

Signature of Certifying Official

Date

EXHIBIT G: CONTRACTOR AGREEMENT ON NONDISCLOSURE OF CONFIDENTIAL INFORMATION

This form shall be signed by each agency paid and un-paid staff that interact with this Interlocal Agreement.



Agreement on Nondisclosure of Confidential Information – Non Employee

This form is for contractors and other non-DSHS employees.

CONFIDENTIAL INFORMATION		
<p>"Confidential Information" means information that is exempt from disclosure to the public or other unauthorized persons under Chapter 42.56 RCW or other federal or state laws. Confidential Information includes, but is not limited to, protected health information as defined by the federal rules adopted to implement the Health Insurance Portability and Accountability Act of 1996, 42 USC §1320d (HIPAA), and Personal Information.</p> <p>"Personal Information" means information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers or as otherwise identified in RCW 42.56.230.</p>		
REGULATORY REQUIREMENTS AND PENALTIES		
<p>State laws (including RCW 74.04.060 and RCW 70.02.020) and federal regulations (including HIPAA Privacy and Security Rules; 42 CFR, Part 2; 42 CFR Part 431) prohibit unauthorized access, use, or disclosure of Confidential Information. Violation of these laws may result in criminal or civil penalties or fines. You may face civil penalties for violating HIPAA Privacy and Security Rules up to \$50,000 per violation and up to \$1,500,000 per calendar year as well as criminal penalties up to \$250,000 and ten years imprisonment.</p>		
ASSURANCE OF CONFIDENTIALITY		
<p>In consideration for the Department of Social and Health Services (DSHS) granting me access to DSHS property, systems, and Confidential Information, I agree that I:</p> <ol style="list-style-type: none"> 1. Will not use, publish, transfer, sell or otherwise disclose any Confidential Information gained by reason of this agreement for any purpose that is not directly connected with the performance of the contracted services except as allowed by law. 2. Will protect and maintain all Confidential Information gained by reason this agreement against unauthorized use, access, disclosure, modification or loss. 3. Will employ reasonable security measures, including restricting access to Confidential Information by physically securing any computers, documents, or other media containing Confidential Information. 4. Have an authorized business requirement to access and use DSHS systems or property, and view its data and Confidential Information if necessary. 5. Will access, use and/or disclose only the "minimum necessary" Confidential Information required to perform my assigned job duties. 6. Will not share DSHS system passwords with anyone or allow others to use the DSHS systems logged in as me. 7. Will not distribute, transfer, or otherwise share any DSHS software with anyone. 8. Understand the penalties and sanctions associated with unauthorized access or disclosure of Confidential Information. 9. Will forward all requests that I may receive to disclose Confidential Information to my supervisor for resolution. 10. Understand that my assurance of confidentiality and these requirements do not cease at the time I terminate my relationship with my employer or DSHS. 		
FREQUENCY OF EXECUTION AND DISPOSITION INSTRUCTIONS		
<p>This form will be read and signed by each non-DSHS employee who has access to Confidential information, and updated at least annually. Provide the non-DSHS employee signor with a copy of this Agreement and retain the original of each signed form on file for a minimum of six years.</p>		
SIGNATURE		
PRINT/TYPER NAME	NON-DSHS EMPLOYEE'S SIGNATURE	DATE

NONDISCLOSURE OF CONFIDENTIAL INFORMATION – NON EMPLOYEE
DSHS 03-374B (REV. 09/2014)



Office of Inspector General
U.S. Department of Health & Human Services

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