



**REQUEST FOR PROPOSALS
KITSAP COUNTY DEPARTMENT OF HUMAN SERVICES
RFP# 2026-033**

Project Title: ***Tribal Elders & Senior Community Dining and Nutrition Services***

Estimated Contract Period: January 1, 2027 through December 31, 2027.
Amendments extending the period of performance, if any, shall be at the sole discretion of Kitsap County.

Letter of Intent Due Date: By 3:00 p.m. Pacific Time, on Friday, September 30, 2026

Proposal Due Date: **Proposals must arrive by 3:00 p.m. Pacific Time
Wednesday, October 14, 2026.**

Proposal Response Deadline: October 14, 2026 at 3:00 PM

SECTION A. SUMMARY OF PROJECT

1. **Background:**

In 1981, Kitsap County Division of Aging and Long Term Care (ALTC) was designated as the local Area Agency on Aging (AAA). AAAs are responsible for planning, coordinating and advocating for the development of a comprehensive service delivery system that includes a variety of services to meet the needs of older persons and individuals with disabilities.

- The Division is under the authority of the Human Services Department.

The intent of the request for proposals is to identify a federally designated Tribal subcontractor to administer a Tribal Elders and Senior Community Dining Program and Nutrition Services that includes:

- Senior Congregate Nutrition/Community Dining Sites, including alternative “grab and go” meals
- Expanded Senior Nutrition (State funding)

Senior Nutrition services are to be provided to Tribally affiliated persons aged fifty-five (55) and older and non-Tribal community members sixty (60) years or over who reside in Kitsap County. All services funded by Federal Older Americans Act, (Title 42, Section 3026 of Public Law 109-365) as amended, require subcontractors to “give particular attention to low-income older individuals, including low-income minority older individuals, older individuals with limited English proficiency, and older individuals residing in rural areas.” Greatest economic need is defined as being at or below the Federal Poverty Level.

This program provides much more than just food, it provides a nutritious meal, and an in-person contact to monitor general well-being, safety, and encourage social connection.

2. **Goal:**

The Washington State Department of Social and Health Services (DSHS) Home and Community Living Connection Administration (HCLA) requires each Area Agency on Aging (AAA) to provide nutrition services.

The Kitsap County Division of Aging and Long Term Care (ALTC), as the local AAA, establishes the criteria and subcontracts for nutrition services January 1-December 31, 2027.

The goal is to subcontract for a Tribally designated nutrition services provider. The expectation is that the subcontractor provides approximately (on an annual basis):

- 5,500 congregate community meals or, as approved during a public health emergency, alternative “grab and go” at community dining sites throughout various locations in Kitsap County;

*These numbers are projections.

Subcontracting for services includes procuring a service provider, entering into a contractual relationship, receiving invoices and reimbursing for service delivery,

assessing the quality of the service provider's agency and fiscal management, as well as the quality and efficacy of the services provided.

3. Minimum Qualifications:

All Tribal government with designated service area within Kitsap County are eligible to apply.

Business requirements:

- Applicant must demonstrate at least **three (3) years'** experience in providing the identified services.
- Applicant must have a current Washington State Business License or an explanation of why the agency is exempt from registering the business with the state of Washington.
- Not have been placed on a Federal exclusion list or otherwise suspended or debarred from participation in federally funded (Medicaid, Medicare, Older American Act) programs.
- Applicant must have no multiple cases of lost litigation related to service provision to medically frail and/or functionally disabled persons.
- Current staff, including those with unsupervised access to clients, must have no findings of abuse, neglect, exploitation, abandonment nor has the agency had any government issued license revoked or denied related to the care of medically frail and/or functionally disabled persons suspended or revoked in any state.
- All employees, volunteers, and subcontractors who may have unsupervised contact with vulnerable adults have passed a criminal history background check, which must be conducted every two years and kept in personnel or subcontractor files.
- Applicant staff and volunteers must be trained in safe food handling practices, emergency procedures, and receive general orientation and regular in-service training.
- Applicant must comply with Chapter 246-215 WAC rules for Food Service promulgated by the Washington State Department of Health (DOH) and with all local board of health regulations for food service establishments, and Older American's Act Title III home delivered nutritional program standards.

Program and staff minimum requirements:

- Must have a staffing pattern that includes a Registered Dietician in Washington State or "Individual with Comparable Expertise", and other personnel as defined in the Washington State Senior Nutrition Standards.

- If any services are subcontracted all subcontractors must be identified. All subcontractors must be approved by Kitsap Aging and Long Term Care (ALTC) prior to contracting. Determination of eligibility to participate in the Request for Proposal process does not indicate approval of subcontractors.
- Applicant has demonstrated capacity to ensure adequate administrative and accounting procedures and controls necessary to safeguard all funds that may be awarded, determined through evaluation of the agency's most recent audit report and the annual operating budget.
- Applicant currently has, or intends to obtain by contract start date, a staffed office located in Kitsap County (which can be owned, leased, rented, or donated space); and a telephone number with a local area code and/or a toll free number.
- Congregate Community Dining site must meet Department of Social and Health Services Senior Nutrition Program Standards. Food preparation facilities must be equipped and eligible for a permanent food permit issued by the Kitsap County Public Health District.
- Applicant must have the ability to meet current and future infectious disease safety requirements.

Other requirements:

- Applicant can demonstrate a capability to meet program expenses in advance of reimbursement, determined through evaluation of the agency's most recent audit report.
- Applicant can demonstrate the ability to meet match requirements. All Older Americans Act funded programs are required to provide a fifteen (15) percent non-federal match toward the total program cost. The match may be in the form of cash or in-kind contributions. However, participant donations may not be counted towards the match.
- Applicant must have capacity for accurate tracking of contract-related activities, and reporting of demographics, outcomes, expenditures, number of events, and individuals served, and other required reports outlined in Exhibit A Sample Contract.
- Applicant must meet all program and agency requirements outlined in this Request for Proposal.
- Applicant must meet additional Kitsap County contract requirements, reference Exhibit A Sample Contract.

Responders who do not meet these minimum qualifications or fail to submit a Letter of Intent shall be deemed unresponsive, will not be evaluated and no score will be assigned.

4. Scope:

The subcontractor must be able to provide the following:

A. Congregate Nutrition to Tribal Elder and Senior Community Dining Sites:

Congregate nutrition services provide hot, pre-plated meals, at meal sites in Kitsap County to Tribally affiliated individuals aged 55 and over; non-affiliated older adults aged 60 and older, and other individuals who meet the eligibility requirements in the Washington State Department of Social and Health Services Senior Nutrition Program Standards.

Congregate nutrition services (CNS) offer individuals the opportunity to interact in a social environment while increasing the nutrient intake for participants who might not otherwise eat adequately.

General Compliance for Congregate Nutrition:

The services specified in any contract awarded shall be provided in accordance with:

- Federal Older Americans Act, as amended Public Law 114-144, Enacted April 19, 2016.
- Washington State Senior Nutrition Program Standards issued by Washington State Department of Social and Health Services (DSHS) Home and Community Living Connections Administration (HCLA) in Home and Community Services Management Bulletins.
- WAC 246-217 et seq and RCW 43.20.050 regarding State Board of Health food service standards and practices.

Demographics, services provided, and outcomes will be collected and reported monthly.

A satisfaction survey collecting participant feedback will be required annually.

5. Letter of Intent:

To be an applicant for this Request for Proposals, the applicant must submit a Letter of Intent no later than **September 30, 2026** stating the intention to submit a proposal in response to this Request for Proposals.

The Letter of Intent must include a summary of the applicant's qualifications and experience in providing the types of services outlined in the scope for this Request for Proposal.

If only one qualified applicant submits a Letter of Intent, Kitsap County reserves the right to substitute the proposal and review process with a sole-source contract process. In this event, the sole bidder will be contacted to initiate the sole-source contract process.

SECTION B. PROCUREMENT PROCESS

1. Procurement Schedule

The Procurement Schedule outlines the tentative schedule for important action dates and times. All dates after the proposal submission due date are approximate and may be adjusted as conditions indicate, without amending this document. It is the Responder's sole responsibility to periodically check the County's website for amendments to this document.

Figure 1. ***PROCUREMENT SCHEDULE***

Item	Action	Date
1.	Kitsap County Issues Letter to Request Proposals	September 11, 2026
2.	Proposer may submit written questions and comments until 3 p.m. Pacific Time	September 18, 2026
3.	Kitsap County will Issue responses.	September 23, 2026
4.	Letter of Intent is due by 3:00 p.m. Pacific Time	September 30, 2026
5.	Responder must submit Proposal by 3:00 p.m. Pacific Time	October 14, 2026
5.	Kitsap County evaluation of Proposals	October 16, 2026
6.	Announce successful Proposal	October 30, 2026
7.	Contract Execution	December 15, 2026

2. Contract

Kitsap County intends to award one contract to provide the services described in this Letter to Request Proposals up to an estimated \$592,100. However, depending upon the outcome of the evaluation, the County reserves the right to contract with more than one Responder. The contract award amount may change dependent upon funding availability.

The contract start date is expected to be January 1, 2027 but the actual start date of the activities will be negotiated.

The term of the Contract is expected to last through December 31, 2027. Amendments extending the period of performance through December 31, 2030 shall be at the sole discretion of the County.

3. Proprietary information/public disclosure

Materials submitted in response to this Letter to Request Proposals shall become the property of Kitsap County and the proposals shall be deemed public records as defined by RCW 42.56.

The Responder's Proposal must include a statement identifying the pages of its Proposal, if any, which contain information the Responder considers proprietary. Each page claimed to be proprietary must be clearly marked by printing the word "Proprietary" on the lower right hand corner. Responders may not mark their entire Proposal proprietary.

If Kitsap County receives a request to view or copy a Responder's Proposal, the County will respond according to applicable law and policy governing public disclosure. The County will not disclose any information marked "Proprietary" in a Proposal without giving the Responder ten (10) days' notice to seek a relief in superior court per RCW 42.56.540.

4. Communications

All communications concerning this Letter to Request Proposals must be directed only to the Procurement Coordinator. Any communication directed to Kitsap County staff or consultants, other than the Procurement Coordinator, may result in disqualification. Proposals should be based on the material contained in this Letter to Request Proposals, any related amendment(s), and any questions and answers directed through the Procurement Coordinator.

5. Questions and Answers

Proposer's may e-mail or mail written questions to the Procurement Coordinator. Questions will be accepted until the date set forth in the Procurement Schedule. Early submission of questions is encouraged. Questions and answers will be posted on the Kitsap County website by amendment. Proposers may only rely on written statements issued by the Procurement Coordinator. Any oral communications are unofficial and are not binding on Kitsap County.

6. Amendments

Kitsap County reserves the right, at any time before execution of a contract, to amend all, or a portion, of this Letter to Request Proposals. Amendments will be posted on the County website. If there is any conflict between amendments or between an amendment and this document, whichever document was issued last in time shall be controlling.

7. Retraction of this Letter to Request Proposals

Kitsap County reserves the right to retract this Letter to Request Proposals in whole, or in part, at any time without penalty.

8. Submission of Proposals

The Letter of Intent and proposals must be prepared and submitted no later than the submission date and time specified in the Procurement Schedule. The Proposal is to be sent to the Procurement Coordinator either by courier, mail, or hand delivered.

Proposals must be prepared and submitted no later than the proposal submission date and time specified in the Procurement Schedule. The Proposal is to be sent to the Procurement Coordinator either by e-mail, mail, or hand delivered.

Responders should allow enough time to ensure timely receipt by the Procurement Coordinator. Responders assume the risk for the method of delivery and for any delay in the delivery of the Proposal. **Kitsap County will disqualify any Proposal and withdraw it from consideration if it is received after the proposal submission due date and time.**

All responses and any accompanying documentation and material become the property of Kitsap County and will not be returned.

9. Non-responsive Proposals

All Proposals will be reviewed by the Procurement Coordinator to determine compliance with administrative requirements and instructions specified in this Letter to Request Proposals. Kitsap County may reject or withdraw a Proposal at any time as nonresponsive for any of the following reasons:

- a. Incomplete Proposal
- b. Submission of a proposal that proposes services that deviate from the technical requirements set forth in this document
- c. Failure to comply with any part of this Letter to Request Proposals or any exhibit to this Letter to Request Proposals
- d. Submission of incorrect, misleading, or false information

10. Minor Irregularities

Kitsap County may waive minor administrative irregularities related to any Proposal.

11. Cost to Prepare Proposal

Kitsap County will not be liable for any costs incurred by the Responder in preparing, submitting, or presenting a Proposal for this Letter to Request Proposals.

12. Joint Proposals

If a Responder submitted a joint Proposal, with one or more other Responders, the Responder must designate the prime Responder. The prime Responder will be Kitsap County's sole point of contact, will sign the contract and any amendments, and will bear sole responsibility for performance under the contract.

13. Withdrawal of Proposals

After a Proposal has been submitted, a Responder may withdraw its Proposal at any time up to the proposal submission date and time specified in the Procurement Schedule. A written request to withdraw the Proposal, signed by an authorized representative of the Responder, must be submitted to the Procurement Coordinator.

After withdrawing a Proposal, the Responder may submit another Proposal at any time up to the proposal submission date and time.

14. Execution of the Contract

The Apparently Successful Responder is expected to sign a contract with Kitsap County and any subsequent amendments that may be required to address specific work or services as needed. (See Exhibit A – sample contract).

The County reserves the right to negotiate the specific wording of the Statement of Work, based on the requirements of this Letter to Request Proposals and the terms of the winning Proposal.

If the Apparently Successful Responder fails or refuses to sign the contract or any subsequent amendment within ten (10) business days of delivery, Kitsap County may elect to cancel the award and may award the contract to the next-highest ranked finalist.

Any subcontracts necessary to perform the contract shall be subject to the prior written approval of Kitsap County.

If at contract award or anytime thereafter any specifically named individual(s) identified in the Proposal to work on this engagement are not available, Kitsap County has the right to approve or reject any change in Contractor personnel.

SECTION C. PROPOSAL CONTENTS

1. Proposal:

a. General Requirements:

Letter of Intent

To be an applicant for this RFP, the applicant must submit a Letter of Intent no later than **September 30, 2026** stating the intention to submit a proposal in response to this Request for Proposals.

The Letter of Intent must include a summary of the applicant's qualification and experience in providing the types of services outlined in the scope for this Request for Proposal, as well as an outline of activities, goals and objectives of the project. This section demonstrates understanding of the skills and resources required to successfully accomplish the objectives of the project and assure timely completion of deliverables.

If only one qualified applicant submits a Letter of Intent, Kitsap County reserves the right to substitute the bid proposal and review process with a sole-source contract process. In this event, the sole bidder will be contacted to initiate the sole-source contract process.

Full Proposal

If more than one entity responds to the Letter of Intent, a full proposal will be required.

- * Numbering of Responses. Please number each response so that it corresponds to the question number. The response must begin with a restatement of the question followed by the Responder's response to the question. A reference to another section will not suffice, each answer must stand alone.
- * Points Awarded for Responses. The number in parentheses after each question or requirement represents the maximum number of points that may be awarded for the Responder's response to that question or requirement.

The proposal is to be brief- no longer than five pages. The total number of points available is 100. The following questions will be scored:

1. Experience. (Maximum 50 points)
Describe qualifications and relevant experience providing nutrition services. Include how funds will be blended with other revenue sources to provide culturally significant services. Reference the activities identified in the sample contract section Scope of Work.
2. Program Design. (Maximum 30 points)
Describe when and who will provide the services, where and how services will be delivered, plans for agreements or subcontracts, agency/ organization staffing design to meet requirements. Include where, when (locations, times, days of week), and who will provide the services.

Describe the methods and procedures that will be used to collect demographics and requested data, as well as determining if an individual or entity needs assistance with referral services outside program scope.
3. Quality Assurance. (Maximum 10 points)
Describe the quality assurance process as it relates to client satisfaction and resolving complaints regarding services rendered. Also include the quality assurance process as it relates to resolving complaints regarding services rendered by the agency.
4. Internal Record Keeping. (Maximum 10 points)
Describe the service delivery documentation procedures that the applicant proposes to utilize in the program. Include description of submitted timely and accurate reports. Describe how client information is safeguarded.

SECTION D. EVALUATION

1. Evaluation Procedure

Kitsap County shall designate an evaluation team to review, evaluate and score Responder's Proposals.

2. Proposal Evaluation

Kitsap County will initially screen each Proposal to determine if the Responder has complied with the stated instructions. If a Proposal does not meet all requirements, the County may consider the Proposal non-responsive and may withdraw it from consideration at any time. If a Proposal meets all requirements, evaluators will score, and award points up to the maximum points available for each question.

3. Scoring of Proposals

The maximum number of evaluation points available is 100. Minimum Qualifications are evaluated on a pass/fail basis. The following weighting and points will be assigned to the Proposal for evaluation purposes:

For each question, 0 is the lowest possible score and points are awarded for the most complete answers that demonstrate the Responder's expertise and/or experience, up to the maximum number of points listed for each question.

4. Final Determination of Apparently Successful Responder(s)

Kitsap County program staff and/or management may conduct a final review of the evaluation and scoring of finalist(s). In this final review, the County may consider past or current performance of any County contracts by a finalist(s), and any experience of the program or Kitsap County in working with a finalist(s) under any past or current contract with the County.

Kitsap County management shall make the final determination as to which Responder(s), initially designated as finalist(s), shall be officially selected and notified as the Apparently Successful Responder(s).

In doing so, County management shall be guided, but not bound, by the scores awarded by the evaluators.

**INTERLOCAL AGREEMENT
BETWEEN
KITSAP COUNTY
AND
TRIBE**

This Interlocal Agreement between Kitsap County and the (insert name) 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 Tribe (the “Tribe”), a federally recognized Indian Tribe, effective January 1, 2027.

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), Home and Community Living 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 tribal elders aged 55 years or 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 \$75,751 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, 2027 through December 31, 2027.
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. 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. Limited Waiver of Sovereign Immunity. The Tribe hereby grants a limited waiver of sovereign immunity to suit, liability, judgment and collection solely with respect to interpretation and enforcement made against it by the other party relating to or arising 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 limited waiver of sovereign immunity includes all judicial actions for monetary damages, injunctive relief and/or declaratory relief, whether based upon breach of contract or tort law or otherwise. Any such claim, action or proceeding shall be brought and maintained exclusively in the Kitsap County Superior Court and shall be governed by Washington's substantive and procedural laws and rules. The Tribe hereby consents to the jurisdiction and venue of the Kitsap County Superior Court and agrees not to challenge the same.
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 \$2,000,000 each occurrence and \$4,000,000 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.
 - d. is accompanied by Exhibit H: Kitap Audit form that identifies what kind of audit is completed.
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

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
 - Exhibit H: Kitsap Aduit Form

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

Dated this ____ day of _____, 2027

Dated this ____ day of _____, 2027

**KITSAP COUNTY BOARD OF
COMMISSIONERS**

**TRIBE:
TRIBE**

Oran Root, Chair

Christine Rolfes, Commissioner

Katherine Walters, Commissioner

ATTEST:

Clara Jewell, Clerk of the Board

DATED: _____

EXHIBIT A: STATEMENT OF WORK

ELDERS NUTRITION PROGRAM

1.01 General Statement of Work-Nutrition Program

The 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 Home and Community Living Administration (HCLA) of the Washington State Department of Social and Health Services (DSHS) and in accordance with the Interlocal Agreement of which this document is a part, to 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 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 HCLA 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 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:

- \$9.00 Meals funded under Older Americans Act Title IIIC and NSIP cash.
- \$0.75 Meals funded under NSIP cash only.

No maximum for meals funded under state nutrition funds- cost reimbursement.

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 a blend of federal and state sources, catalogued under CFDA #93.045 (Title III-C Congregate Nutrition), 93.053 (NSIP), and state nutrition funds (no CFDA number). There is a 15% required Tribal match for the contract period.

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

- 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 Tribal 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 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, 2027 through December 31, 2027 the Tribe shall provide a maximum of the following level of service:

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

1.08 Nutrition Services Incentive Program (NSIP)

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- required 15% Tribal 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 or state nutrition 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.

1.12 State Nutrition Funds: January 1 – June 30, 2027

State nutrition funds are one-time funds intended to address food insecurity for older adults that expire June 30, 2026. Funds are flexible and can be used to purchase food, food storage, equipment, and/or staff hours. These funds are reported as consumables.

The Tribe submitted the following project plan: (insert)

TRIBE
January 1 – December 31, 2027

Funding Source	CFDA #	Amount
III C-1	93.045	25,000.00
NSIP	93.053	4,000.00
State Nutrition	NA	46,750.20

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EXHIBIT C: CERTIFICATE OF INSURANCE (insert)

EXHIBIT D: SOVEREIGNTY ENDORSEMENT (insert)

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: Tribe

Signature: _____

Title: _____

Date: _____

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.

Tribe

Contractor Organization

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
"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. "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.
Regulatory Requirements and Penalties
State laws applicable to Department programs (including RCW 74.04.060, Chapter 13.50 RCW; and Chapter 70.02 RCW) and federal regulations (including Federal Tax laws - 26 USC ss.7213, 7213A, 7431; Federal laws for protection of National Directory of New Hires (NDNH) information received from the Office of Child Support Enforcement (OCSE) 42 USC § 653 (I); Administrative procedures for individual records- 5 USC § 552a (i); HIPAA Privacy and Security Rules, the Social Security Act, and chemical dependency rules at 42 CFR, Part 2) prohibit unauthorized access, use, or disclosure of confidential information. Civil penalties for violations of HIPAA Privacy and Security Rules may be imposed up to \$50,000 per violation for a total of up to \$1,500,000 for violations of each requirement during a calendar year. Criminal penalties may total up to \$250,000 and ten years imprisonment.
Regulatory Requirements and Penalties
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: 1. Will not access, 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 of 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.

Regulatory Requirements and Penalties (continued)		
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. Understand that it is my responsibility to report any and all suspected unauthorized access, loss, disclosure, or theft of confidential information, and that I am to forward any requests for access to such information to my supervisor or DSHS contact. 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.		
Regulatory Requirements and Penalties		
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.		
Signature		
Print / Type Name	Non-DSHS Employee Signature	Date
		

EXHIBIT H: KITSAP AUDIT FORM



Department of Human Services

Doug Washburn
Director

KITSAP COUNTY DEPARTMENT OF HUMAN SERVICES

Sonya Miles
Deputy Director
Phone: 360.337.4539

Kasha Anderson - Evans
Office Supervisor
Phone: 360.337.5750 x 3530

Developmental Disabilities
Heidi Scheibner, Coordinator
Phone: 360.337.4624

Behavioral Health
Jolene Kron, Executive Director
Phone: 360.337.4632

Mental Health/Chemical
Dependency/Tenupatic Court
Hannah Shockey, Coordinator
Phone: 360.337.4627

1/10th Affordable Housing
Joel Warren, Coordinator
Email: jwarren@kitsap.gov

Paternal Services
William Basler, Program
Specialist
Phone: 360.337.4457

Substance Abuse Prevention/
Treatment and Youth Services
Laura Hyde, Coordinator
Phone: 360.337.4679
Substance Abuse Prevention
Deanne Jackson, Prevention
Coalition Coordinator
Phone: 360.337.4678

Aging & Long-Term Care
Senior Information & Assistance
Graves Community Center
1628 Sidney Avenue, Suite 105
814 Division Street, 9815-5
Port Orchard, WA 98366
Phone: 360.337.5700
1.800.562.6416
Fax: 360.337.4958
Shawna Smith, Administrator

Community Development
Block Grant
Norm Ucker Government
Center
345 8th Street, Suite 400
Bremerton, WA 98317
Fax: 360.337.4689
Bonnie Latta, Coordinator
Phone: 360.337.4688

Housing and Homelessness
Carl Borg, Program Manager
Phone: 360.379.6927

Kitsap Recovery Center
Outpatient Services:
1628 Sidney Road
Port Orchard, WA 98366
Inpatient and Detox Services:
861 Taylor Street
Port Orchard, WA 98366
Fax: 360.854.8827
Merche Ward, Clinical Manager
Phone: 360.337.5648

Workforce Development
3120 NW Randall Way
Silverdale, WA 98283
William Dowling, Director
Phone: 360.869.8525

Veterans Assistance
Steve Concoran, Coordinator
Phone: 360.337.4611

Verification of Federal Funds

This form must accompany the agency independent audit when submitted to Kitsap County.

Agency: _____ Director: _____

Address: _____

Phone Number: _____ Email: _____

☐ I did not perform a *2 CFR 200.331. single or program specific audit because
Agency received less than \$1,000,000 in Federal Funds for the fiscal year ending
_____.

☐ I performed a *2 CFR 200.331. single or program specific audit because
Agency received \$1,000,000 or more in Federal Funds for the fiscal year ending
_____.

Print Name

Signature

Agency Conducting Audit

Date

*Subpart F of 2 CFR part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, as per 2 CFR 200.501. A non-Federal entity that expends \$1,000,000 or more in Federal awards during the entity's fiscal year must have a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F, Audit Requirements. 2 CFR 200.514. Audit Form, updated 7/23/2025



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