



State of Washington
Department of Corrections

Contract No. K11248

This Contract is entered into by and between the Department of Corrections, an agency of the state of Washington, hereinafter referred to as Department, and Native American Reentry Services dba HEAL for Reentry located at P.O. Box 112249, Tacoma, WA 984119, hereinafter referred to as Contractor, for the express purposes set forth in the following provisions of this contract.

WHEREAS the purpose of this contract is to direct, coordinate and provide religious and cultural services for the spiritual growth of American Indian/Alaska Native (hereafter referred to as AIAN) offenders at Department facilities statewide.

NOW THEREFORE, in consideration of the terms and conditions contained herein, or attached and incorporated and made a part hereof, the Department and Contractor agree as follows:

I. SCOPE OF WORK

A. Attachment A contains the General Terms and Conditions governing work to be performed under this contract, the nature of the working relationship between the Department and the Contractor, and specific obligations of both parties.

B. Attachment B contains the Scope of Work.

II. PERIOD OF PERFORMANCE

Subject to other contract provisions, the period of performance under this contract will be from July 1, 2016 through June 30, 2019, unless sooner terminated as provided herein.

III. RIGHTS AND OBLIGATIONS

All rights and obligations of the parties to this contract shall be subject to and governed by the special terms and conditions contained in the text of this contract instrument, Attachment A, General Terms and Conditions, Attachment B, Scope of Work, Attachment C, Billing and Payment and Attachment D, Contractor's AIAN Religious Services Cost Response, all of which are attached hereto and incorporated herein, as well as the contents of RFQQ11126 for American Indian and Alaska Native Religious Services and Contractor's responsive proposal to that RFQQ, both of which are incorporated herein by reference.

IV. PAYMENT

A. Amount of Payment. The maximum consideration available to compensate Contractor for the satisfactory performance of services under the terms of this Contract is \$214,602 per state fiscal year (July 1-June 30) as detailed in Attachment C, Billing and Payment. Any additional services provided by the Contractor for which payment is sought must be approved, before such services are provided, by means of a written amendment to the Contract that is signed by an authorized representative of each party.

B. Contractor requests for payment under this contract shall be submitted on State Form A-19 invoices. Contractor shall submit invoices to the Contract Manager together with a detailed

statement of the contract services performed for which the Contractor is seeking compensation. Each invoice will clearly indicate that it is for the services rendered in performance under this contract K11248.

- C. Payments shall be considered timely if made by the Department within 30 days after receipt and acceptance of properly completed invoices. Payment shall be sent to the address provided by the Contractor.
- D. The Department may, at its sole discretion, terminate the contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this contract.

V. INSURANCE

- A. Contractor shall maintain insurance coverage in full force and effect during the entire term of this Contract as set out below. The required insurance shall apply to Contractor, Contractor's employees, board members, and agents. The insurance required shall be issued by an insurance company authorized to do business within the state of Washington, and shall name the state of Washington, its agents and employees as additional insureds. All policies shall be primary to any other valid and collectable insurance. Contractor shall instruct the insurer(s) to give the Department 30 days advance notice of any insurance cancellation.
- B. Commercial General Liability Insurance: Contractor shall maintain general liability (CGL) insurance and, if necessary, commercial umbrella insurance, with a limit of not less than \$1,000,000 per each occurrence. If CGL insurance contains aggregate limits, the General Aggregate limit shall be at least twice the "each occurrence" limit. CGL insurance shall have products-completed operations aggregate limit of at least two times the "each occurrence" limit. CGL insurance shall be written on ISO occurrence from CG 00 01 (or a substitute form providing equivalent coverage). All insurance shall cover liability assumed under an insured contract (including the tort liability of another assumed in a business contract), and contain separation of insured's (cross liability) condition. Additionally, the Contractor is responsible for ensuring that any subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.
- C. In the event that services delivered pursuant to this contract involve the use of vehicles, either owned or unowned by the Contractor, Contractor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit not less than \$1,000,000 per accident.
- D. The Contractor will at all times comply with all applicable workers' compensation, occupational disease, and occupational health and safety laws, statutes, and regulations to the full extent applicable. The State will not be held responsible in any way for claims filed by the Contractor or their employees for services performed under the terms of this contract.
- E. Contractor will provide the Department with evidence of current insurance coverage of the types required. Such evidence shall be provided to the DOC Contract Manager or emailed to nichole.grissom@doc.wa.gov prior to Contract execution. Contractor shall immediately notify the Contracts and Legal Affairs Section and said Business Office in the event such policy is terminated, canceled, or modified.

VI. PREA - SEXUAL MISCONDUCT

PREA requirements shall apply to any person having contact with offenders under Department of Corrections (DOC) jurisdiction. This includes, but is not limited to governmental entities, contractors and their employees; vendors and their employees, and volunteers, hereinafter referred to collectively as 'contractor'. Contractors may obtain electronic access to the documents cited below in Section 1, Authorities, from the DOC website.

A. **Authorities**

In the performance of services under this Contract, Contractors shall comply with all federal and state laws and Department policies regarding sexual misconduct including, but not limited to:

Federal Law:

1. Prison Rape Elimination Act of 2003 (PREA) 42 U.S.C. § 15601, et seq; PREA National Standards, 28 C.F.R. Part 115.

State Law, Washington:

2. RCW 72.09.225, Sexual misconduct by state employees, contractors;
3. RCW 9A.44.010, Definitions;
4. RCW 9A.44.160 Custodial sexual misconduct in the first degree;
5. RCW 9A.44.170, Custodial sexual misconduct in the second degree;

DOC Policy:

- a. DOC 490.800, Prison Rape Elimination Act (PREA) Prevention and Reporting;
 6. DOC 490.820, Prison Rape Elimination Act (PREA) Risk Assessments and Assignments;
 7. DOC 490.850, Prison Rape Elimination Act (PREA) Response
8. DOC 490.860, Prison Rape Elimination Act (PREA) Investigation; and
 9. DOC 610.025, Medical Management of Offenders in Cases of Alleged Sexual Abuse or Assault.

B. **Contractor Requirements** include, but are not limited to:

37.1.1.1.1.1 Zero tolerance toward all forms of sexual abuse and sexual harassment;

37.1.2 Familiarization and compliance with PREA law, relevant Washington State laws and DOC policies regarding PREA and sexual misconduct;

37.1.3 Ensuring that anyone who may have contact with DOC offenders complete DOC PREA/Sexual Misconduct training and comply with all PREA standards.

37.1.4 Require all of Contractor's personnel who, under this Agreement, will have access to DOC offenders, to complete and sign DOC Form #03-502 to certify that they have not:

1. Engaged in sexual misconduct in a prison, jail, lockup, community confinement facility, juvenile facility, or other institution as defined in 42 U.S.C. 1997;
 2. Been convicted of engaging or attempting to engage in sexual activity in the community facilitated by force, overt or implied threats of force, or coercion, or if the victim did not consent or was unable to consent or refuse; or
 3. Been civilly or administratively adjudicated to have engaged in the activity described above.
1. For each employee, Contractor shall keep the original completed and signed sexual misconduct disclosure form (#03-502) and shall forward a copy to the DOC contract manager.

2. Every individual providing service under this Agreement must submit to an initial criminal background check and additional checks at least once every five years thereafter.
3. The contractor has an affirmative duty to report any conviction or adjudication of a violation of any of the offenses listed in #4, above.
1. The Department will investigate any allegation of the contractor's failure to comply with DOC PREA policies or the PREA standards.
2. Consequences of a Contractor's failure to conform with DOC PREA policies include, but are not limited to:
 1. Contractor removal from proximity to offenders;
 2. Contractor removal from contract work at DOC;
 3. Contract termination;

Contractor shall not engage personnel to fulfill the services of this contract if Contractor has knowledge that such personnel has committed any of the acts described above. By signing this Contract, Contractor certifies that to the best of her knowledge no one providing services under this Contract has committed any of the acts described above.

VII. CONTRACT REPRESENTATIVES

- A. The Department's Contract Manager for this contract shall be Belinda Stewart at 360.725.8821; belinda.stewart@doc.wa.gov. The Contract Manager will be responsible for monitoring the performance of the Contractor, the approval of actions by the Contractor, approval for payment of billings and expenses submitted by the Contractor, and the acceptance of any reports by the Contractor.
- B. The Contractor's representative for this Contract shall be Winona Stevens, 253.212.9227; nativerentry@gmail.com. Ms. Stevens will be the contact person for all communications regarding the conduct of work under this Contract.

VIII. INDEPENDENT CONTRACTOR STATUS

The Contractor is not an employee of the Department of Corrections. By signing this Contract, the Contractor certifies that she is not a current Department employee, and will advise the Department immediately should this status change. This Contract shall become null and void if the Contractor accepts employment with the Department. The Contractor shall not hold herself out as nor claim to be an officer or employee of the State of Washington by reason hereof. The Contractor agrees not to make any claim, demand, or application to or for any right or privilege applicable to a Department employee or state of Washington employee including but not limited to, workmens' compensation coverage or retirement membership or credit or any other benefit which would accrue to a civil service employee.

IX. TERMINATION FOR NON-APPROPRIATION OF FUNDS

The continuation of this Contract is contingent upon funding from the state legislature. Should funding from the state be unavailable, withdrawn, reduced, insufficient, or limited in any way the Department may terminate this Contract providing the Contractor with 90 days written notice of such event. If this Contract is so terminated, the Department is only liable for payment according to the terms of this contract for services rendered prior to the effective date of termination.

X. INTERPRETATION OF CONTRACT

- A. Order of Precedence. In the event of an inconsistency in this contract, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:
 - Applicable federal and state of Washington statutes and regulations
 - Special terms and conditions contained in this basic contract instrument
 - Attachment A – General Terms and Conditions
 - Attachment B – Scope of Work
 - Attachment C – Billing and Payment
 - Attachment D – AIAN Religious Services Cost Response
 - Any other provision, term, or material incorporated herein by reference or otherwise incorporated

- B. Entire Agreement. This contract including referenced schedules represents all the terms and conditions agreed upon by the parties. No other understanding or representations, oral or otherwise, regarding the subject matter of this contract shall be deemed to exist or to bind any of the parties hereto.

- C. Conformance. If any provision of this contract violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

- D. Counterparts. This contract is executed in duplicate originals and each duplicate shall be deemed an original copy of the contract signed by each party, for all purposes.

- E. Approval. This contract shall be subject to the written approval of the Department’s authorized representative and shall not be binding until so approved. The contract may be altered, amended, or waived only by a written amendment executed by both parties.

THIS CONTRACT, consisting of five (5) pages and four (4) attachments, is executed by the persons signing below who warrant that they have the authority to execute the contract.

NATIVE AMERICAN REENTRY SERVICES
DBA HEAL FOR REENTRY

DEPARTMENT OF CORRECTIONS

(Signature)
Winona Stevens

(Printed Name)
Executive Director

(Title) (Date)

(Signature)
John Nispel

(Printed Name)
Contracts Administrator

(Title) (Date)

Approved as to Form:
This contract format was approved
by the Office of the Attorney General.
Approval on file.

STATE OF WASHINGTON
DEPARTMENT OF CORRECTIONS
GENERAL TERMS AND CONDITIONS

1. **DEFINITIONS.** As used throughout this Contract, the following terms shall have the meanings set forth below:

- 1.1 "Contractor" shall mean the individual or entity performing services pursuant to this Contract and includes the Contractor's owners, members, officers, directors, partners, employees, and/or agents, unless otherwise stated in this Contract. "Contractor" shall also include any Subcontractor retained by the Contractor as permitted under the terms of this Contract.
- 1.2 "Secretary" shall mean the Secretary of the Department of Corrections and designees authorized to act on the Secretary's behalf.
- 1.3 "Department" shall mean the Department of Corrections (DOC) of the state of Washington, any division, section, office, unit or other sub-division of the Department, or any of the officers or other officials lawfully representing the Department.
- 1.4 "Subcontractor" shall mean one not in the employment of the Contractor who, under a separate contract with the Contractor, is performing all or part of the services under this Contract. Contractor shall remain responsible to the Department for any work required under the terms of this contract that is performed by a subcontractor under separate contract to Contractor.
- 1.5 "Contracts Administrator" shall mean the Administrator of Contracts and Legal Affairs or designee.
- 1.6 "Contracts and Legal Affairs" shall mean the Department of Corrections (DOC) headquarters contracting office, or successor section or office.

2. **ACCESS TO DATA.**

In compliance with RCW 39.29.080, the Contractor shall, at no additional cost, provide access to data generated under this Contract to the Department, the Washington State Joint Legislative Audit and Review Committee, and the Washington State Auditor. This includes access to all information that supports the findings, conclusions, and recommendations of the Contractor's reports, including computer models and methodology for those models.

3. **AMERICANS WITH DISABILITIES ACT (ADA).**

The Contractor must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications. (See Americans with Disabilities Act (ADA) of 1990, Public Law 101-336, also referred to as the "ADA" 28CFR Part 35.)

4. **ADVANCE PAYMENTS PROHIBITED.**

No payments in advance of or in anticipation of goods or services to be provided under this contract shall be made by the Department.

5. **AMENDMENTS AND MODIFICATIONS.**

- 5.1 Amendments and modifications to this contract shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

- 5.2 Changes in the rate of compensation must be signed by both parties and shall not be effective until the first day of the month following the last date of signature of the amendment or until the effective date of the amendment if later than the date of last signature.
- 5.3 The Secretary may, at any time, by written notification to the Contractor, and without notice to any guarantor or surety, unilaterally amend the scope of work to be performed under the Contract, the period of performance, or the compensation to be paid to the Contractor. These unilateral changes shall be effective as set forth in the amendment or upon signature by the Contracts Administrator, if no date has been set forth.
- 5.4 The Contractor will be deemed to have accepted any such unilateral amendment unless, within fifteen (15) calendar days after the date the amendment is signed by the Contracts Administrator, the Contractor notifies the Contract Manager, in writing, of its non-acceptance of such unilateral change. The Contractor and the Department will then use good faith efforts to negotiate an amendment acceptable to both parties.
- 5.5 Failure to reach agreement shall constitute a dispute concerning a question of fact within the meaning of the Disputes provision contained in this Contract. However, nothing in this provision shall excuse the Contractor from proceeding with the Contract as amended. Contractor must continue to provide the contracted services, including any unilaterally amended services, during any period of non-acceptance or negotiation of a unilateral amendment.

C. ASSIGNMENT.

Neither this contract, nor any claim arising under this contract, shall be transferred or assigned by the Contractor without prior written consent of the Department.

D. ATTORNEYS' FEES.

In the event of litigation or other action brought to enforce contract terms, each party agrees to bear its own attorney fees and costs.

E. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

"Confidential Information" as used in this section includes:

1. All material provided to the Contractor by the Department that is designated as "confidential" by the Department;
2. All material produced by the Contractor that is designated as "confidential" by the Department; and
3. All personal information in the possession of the Contractor that may not be disclosed under state or federal law. "Personal information" includes but is not limited to information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
4. The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of the Department or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide the Department with its policies and procedures on confidentiality. The Department may require changes to such policies and procedures as they apply to this Contract whenever the Department reasonably determines that changes are necessary

to prevent authorized disclosures. The Contractor shall make the changes within the time period specified by the Department. Upon request, the Contractor shall immediately return to the Department any Confidential Information that the Department reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.

9. CONFLICT OF INTEREST/ETHICS.

- a. Notwithstanding any determination by the Executive Ethics Board or other tribunal, the Department may, in its sole discretion, by written notice to the Contractor, terminate this Contract if it is found after due notice and examination by the Contracts Administrator that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the Contractor in the procurement of or performance under this Contract.
- b. In the event this Contract is terminated as provided above, the Department shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of a breach of the Contract by the Contractor. The rights and remedies of the Department provided for in this clause shall not be inclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which the Contracts Administrator makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this Contract.

10. CONSTRUCTION.

Nothing in this Contract shall be construed to create a right enforceable by or in favor of any third party.

5. COPYRIGHT PROVISIONS.

Unless otherwise provided, all materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by the Department. The Department shall be considered the author of such materials. In the event the materials are not considered "works for hire" under the U.S. Copyright laws, Contractor hereby irrevocably assigns all right, title, and interest in materials, including all intellectual property rights, to the Department effective from the moment of creation of such materials.

Materials means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register and the ability to transfer these rights.

For materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, Contractor hereby grants to the Department a nonexclusive, royalty-free, irrevocable license (with rights to sublicense others) in such materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to the Department.

The Contractor shall use all reasonable effort to advise the Department, at the time of delivery of materials furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document that was not produced in the performance of this Contract.

The Department shall receive prompt written notice of each notice or claim of infringement received by the Contractor with respect to any data delivered under this Contract. The Department shall have the right to modify or remove any restrictive markings placed upon the data by the Contractor.

6. COVENANT AGAINST CONTINGENT FEES.

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee,

excepting bona fide employees or bona fide established agents maintained by the Contractor for the purpose of securing business.

The Department shall have the right, in the event of breach of this clause by the Contractor, to annul this Contract without liability or, in its discretion, to deduct from the contract price or consideration or recover by other means the full amount of such commission, percentage, brokerage, or contingent fee. The provisions of this section shall survive any termination or the expiration of this Contract.

7. DISPUTES.

Except as otherwise provided in the Contract should a dispute arise between the parties hereto, with respect to the terms of this contract or the performance thereof, and it cannot be resolved informally, the parties shall refer the dispute to an independent arbitrator selected by mutual agreement of the Contractor and the Department. The arbitrator so chosen shall establish procedures for an arbitration hearing and shall render a decision resolving the dispute. The arbitrator's decision shall be binding on both parties. The arbitrator's fee will be shared equally by the parties, but neither party shall be financially responsible for the costs incurred by the other party in connection with the arbitration.

8. DISALLOWED CHARGES/DUPLICATE CHARGES/OVERPAYMENT REFUNDS.

The Contractor is not allowed to charge the Department for a Medicaid service. If the Department has erroneously paid for a Medicaid service charged by the Contractor, that payment is considered an overpayment and shall be deducted from the Contractor's future payments by the Department.

The Contractor warrants that the cost charged for services under the terms of this Contract are not in excess of the cost charged to other entities for the same service(s) nor are they a duplicate payment. If the charges are determined to be in excess of those costs charged to other entities or a duplicate charge, the Department is entitled to an overpayment refund for the excess or duplicate charges.

9. ENTIRE AGREEMENT.

This Contract, all attachments, and future amendments hereto, constitute the entire agreement between the Contractor and the Department and no other statements or representations, written or oral, shall be deemed a part hereof.

16. FEDERAL IMMIGRATION REFORM AND CONTROL ACT (IRCA).

During the performance of this Contract, the Contractor shall comply with all requirements of the federal Immigration Reform and Control Act (IRCA) and any regulations adopted by the Department of Justice Bureau of Immigration and Naturalization Services to implement the IRCA. The provisions of this paragraph shall be in addition to any other requirements set forth in the text of the Contract

17. GOVERNING LAW.

This contract shall be construed and interpreted according to the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

18. HEALTH and SAFETY.

18.1 Health. The Contractor shall ensure that all of its personnel assigned to DOC sites is trained in the requirements of Chapter 296-823 WAC, blood borne pathogens. Further, the Contractor shall provide all such personnel with protections from blood borne and other body fluid diseases that meet or exceed the WAC standards for such protection. If the Contractor is a health care provider whose duties include the medical or physical care of inmates or emergency or medical treatment of employees, the Contractor shall abide by the requirements of Chapter 296-823 WAC as well as standard medical practice.

18.2 Safety. For all work performed under this Contract, the Contractor agrees to comply with Department policies and procedures relative to custody of inmates and security/operation of the institution such as, but

not limited to, fingerprinting, photographs for identification purposes, and searches.

19. INDEMNIFICATION.

- 19.1 To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless State, agencies of State and all officials, agents, and employees of State, from and against all claims for injuries or death arising out of or resulting from the performance of the Contract. "Claim" as used in this Contract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or destruction of tangible property including loss of use resulting therefrom.
- 19.2 Contractor's obligation to indemnify, defend and hold harmless includes any claim by Contractors' agents, employees, representatives, or any subcontractor or its employees.
- 19.3 Contractor expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incident to Contractor's or any subcontractor's performance or failure to perform the Contract. Contractor's obligation to indemnify, defend, and hold harmless the State shall not be eliminated or reduced by any actual or alleged concurrent negligence of State or its agents, agencies, employees and officials.
- 19.4 Contractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend, and hold harmless State and its agencies, officials, agents, or employees.
- 19.5 The provisions of this paragraph shall not apply to any act or omission by the Contractor for which the Department, in the text of this Contract, has agreed to defend and hold the Contractor harmless. The provisions of this section shall survive any termination or the expiration of this Contract.

20. INDEPENDENT CONTRACTOR STATUS.

The parties intend that an independent contractor relationship will be created by this Contract. The Contractor will not hold himself or herself out as nor claim to be an officer or employee of Washington State in the performance of this Contract. Conduct and control of the work required under this contract is solely with the Independent Contractor.

21. INDUSTRIAL INSURANCE COVERAGE.

The Contractor shall comply with the provisions of Title 51 RCW, Industrial Insurance. The Department will not be responsible for payment of industrial insurance premiums or for any other claim or benefit for the Contractor, or any Sub-contractor, or employee of the Contractor, which might arise under these industrial insurance laws during performance of duties and services under this Contract.

22. LICENSING AND ACCREDITATION STANDARDS.

The Contractor shall comply with all applicable local, state and federal licensing and accrediting standards, required by law and necessary in the performance of this Contract.

23. LIMITATION OF CONTRACTING AUTHORITY.

Only the Secretary, Secretary's designee, or Contracts Administrator shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this contract. Furthermore, any alteration, amendment, modification, or waiver or any clause or condition of this contract is not effective or binding unless made in writing and signed by the Secretary, Secretary's designee, or Contracts Administrator.

24. MAINTENANCE OF RECORDS.

24.1 During the term of this Contract and for six (6) years following its termination or expiration, the Contractor shall maintain, and provide DOC or its designee, at no additional cost, with reasonable access to Contractor's records sufficient to:

- i. Document performance of all services required by this Contract; and
- ii. Substantiate the Contractor's statement of its organization's structure, tax status, capabilities, performance and principals; and
 - Demonstrate accounting procedures, practices, and records, which sufficiently and properly document the Contractor's invoices to DOC and all expenditures made by the Contractor to perform as required by this Contract.

24.2 If any litigation, claim, or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

24.3 Should an audit, conducted under the authority of this section, disclose that the Contractor has been paid by the Department in excess of the agreed upon costs (overpayment), or has been reimbursed by the Department for direct or indirect costs which are disallowed as a result of that audit, then, the Contractor shall, upon demand by the Department, repay such overpayment or reimbursement to the Department without requiring further legal action by the Department.

24.4 The provisions of this section shall survive termination or expiration of this Contract.

25. RECAPTURE OF FUNDS

In the event that the Contractor fails to perform this contract in accordance with state laws and/or the provisions of this contract, the Department reserves the right to recapture funds in an amount to compensate the Department for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Contractor of funds under this recapture provision shall occur within the time period specified by the Department. In the alternative, the Department may recapture such funds from payments due under this contract.

Such right of recapture shall exist for a period not to exceed six years following contract termination. In the event that the Department is required to institute legal proceedings to enforce the recapture provision, the Department shall be entitled to its costs thereof, including attorneys' fees.

26. RETIREMENT BENEFIT SUSPENSION – PUBLIC EMPLOYEES RETIREMENT SYSTEM (PERS)

The Contractor certifies by signing this Contract that that the Contractor is not a Public Employee Retirement System (PERS) retiree who retired early under the Public Employees Retirement System (PERS) RCW 41.40.630(3); and if it is found that the Contractor did retire early under the PERS, the Contractor's retirement benefits may be suspended for the duration of this Contract.

Further, if the Contractor was a PERS retiree, the Contractor agrees to notify the Department of Retirement Systems (DRS), regarding the execution of this Contract, failure to do so is considered a material breach and may subject the Contractor to damages. In addition, the Contractor certifies that the Contractor does not have a beneficial interest in this Contract as defined in the Executive Ethics Board's Advisory Opinion 97-07).

27. NONDISCRIMINATION.

27.1 During the performance of this contract, the Contractor shall comply with all federal, state, and local nondiscrimination laws, regulations and policies.

27.2 In the event of the Contractor's non-compliance or refusal to comply with any nondiscrimination law,

regulation, or policy, this Contract may be rescinded, canceled, or terminated, in whole or in part, and the Contractor may be declared ineligible for further contracts with the Department. The Contractor may be given a reasonable time in which to cure this noncompliance. Any dispute shall be resolved in accordance with the "Disputes" procedure set forth herein.

28. PUBLICITY.

The Contractor agrees to submit to the Department all advertising and publicity matters relating to this Contract wherein the Department's name is mentioned or language used from which the connection of the Department's name may, in the Department's judgment, be inferred or implied. The Contractor agrees not to publish or use such advertising and publicity matters without the prior written consent of the Department.

29. REGISTRATION WITH DEPARTMENT OF REVENUE.

The Contractor shall complete registration with the Washington State Department of Revenue and be responsible for payment of all taxes due on payments made under this Contract.

30. RIGHT OF INSPECTION.

At no additional cost all records relating to the Contractor's performance under this Contract shall be subject at all reasonable times to inspection, review, and audit by the Department, the Office of the State Auditor, and federal and state officials so authorized by law, in order to monitor and evaluate performance, compliance, and quality assurance under this Contract. The Contractor shall provide access to its facilities for this purpose.

31. RIGHTS AND REMEDIES.

The rights and remedies of the Department provided in this Contract shall not be exclusive and are in addition to any other rights and remedies provided by law.

32. SAFEGUARDING OF OFFENDER INFORMATION.

32.1 The Contractor may use offender information gained by reason of this Contract only to perform work under the terms of this Contract. The Contractor shall not disclose, transfer, or sell any such information to any party, except as provided by law, or with the prior written consent of the Department, offender, or offender personal representative.

32.2 The Contractor agrees to abide by all present and future federal and state laws and regulations in maintaining the confidentiality of Department files and records, including Criminal History Record Information (CHRI). In the event CHRI is provided to the Contractor, the Contractor shall also abide by all present and future Department rules and regulations governing the use of CHRI.

32.3 The provisions of this section shall survive any termination or expiration of this Contract.

33. SEVERABILITY.

The terms and conditions of this Contract are severable. If any term or condition of this Contract is held invalid by any court, such invalidity shall not affect the validity of the other terms or conditions of this Contract.

34. SITE SECURITY.

While on Department premises, Contractor, its agents, employees, or subcontractors shall conform in all respects to site security requirements relative to custody of offenders and security operations, including but not limited to, background check, fingerprinting, photographs for identification, physical safety, fire, and security policies or

regulations.

35. SUBCONTRACTING.

Neither the Contractor nor any Subcontractor shall enter into subcontracts for any of the work contemplated under this Contract without obtaining the prior written approval of the Contracts Administrator. If the Department approves subcontracting, the Contractor shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, the Department in writing may: (a) require the Contractor to amend its subcontracting procedures as they relate to this Contract; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.

In no event shall the existence of any subcontract operate to release or reduce the liability of the Contractor to the Department for any breach in the performance of the Contractor's duties. This clause does not include contracts of employment between the Contractor and personnel assigned to work under this contract. Additionally, the Contractor is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this Contract are carried forward to any subcontracts.

36. TAXES.

All payments accrued on account of payroll taxes, unemployment contributions, any other taxes, insurance, or other expenses for the Contractor or the Contractor's staff shall be the sole responsibility of the Contractor.

37. TERMINATION.

37.1 BY CONTRACTOR. The Contractor may terminate this Contract by giving the Department written notice of such termination. No such termination shall be effective until sixty (60) days after the Department has received the Contractor's written notice of termination, or until such later date as established by the Contractor in the Contractor's written notice of termination. Contractor shall mail or deliver the Contractor's written notice of termination to the Contracts Administrator. If the Contractor terminates the Contract, the Department shall be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination.

37.2 BY DEPARTMENT FOR CAUSE. The Secretary may, by written notice, terminate this Contract in whole or in part, for failure of the Contractor to perform any of the Contract provisions. In such event, the Contractor shall be liable for damages as authorized by law, including, but not limited to, any cost difference between the original Contract and the replacement or cover Contract and all administrative costs directly related to the replacement Contract, i.e., cost of the competitive bidding, mailing, advertising, and staff time. If it is determined for any reason that the Contractor was not in default or that the default was beyond Contractor's or Sub-contractor's control, fault or negligence, then the Termination for Default shall convert to Termination for Convenience.

In the alternative, the Department upon written notice may allow the Contractor a specific period of time in which to correct the non-compliance. During the corrective-action time period, the Department may suspend further payment to the Contractor in whole or in part, or may restrict the Contractor's right to perform duties under this Contract. Failure by the Contractor to take timely corrective action shall allow the Department to terminate the Contract.

37.3 BY DEPARTMENT FOR CONVENIENCE. The Secretary or designee may terminate this Contract, in whole or in part, when it is in the best interests of the Department. The Department shall give the Contractor written notice of termination at least five days in advance of the effective termination date. When a contract is terminated for convenience, the Department shall only pay, in accordance with the terms of this Contract, for services rendered prior to the effective date of termination.

37.4 BY DEPARTMENT FOR NON-AVAILABILITY OF FUNDS. If the funds the Department relied upon to

establish this Contract are withdrawn or reduced, or if new or modified conditions are placed on such funds, the Secretary may terminate this Contract immediately. If this Contract is so terminated, the Department shall be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination.

38. TERMINATION PROCEDURES

Upon termination of this contract the Department shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by the Department, and the amount agreed upon by the Contractor and the Department for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by the Department, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Contracts Administrator shall determine the extent of the liability of the Department. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. The Department may withhold from any amounts due the Contractor such sum as the Contracts Administrator determines to be necessary to protect the Department against potential loss or liability.

The rights and remedies of the Department provided in this "Termination Procedures" provision shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract. After receipt of a notice of termination, and except as otherwise directed by the Notice, the Contractor shall:

- Stop work under the contract on the date, and to the extent specified, in the notice;
- Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
- Assign to the Department, in the manner, at the times, and to the extent directed by the Department, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case the Department has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Department to the extent Department may require, which approval or ratification shall be final for all the purposes of this clause;
- Transfer title to the Department and deliver in the manner, at the times, and to the extent directed by the Department any property which, if the contract had been completed, would have been required to be furnished to the Department;
- Complete performance of such part of the work as shall not have been terminated by the Department; and
- Take such action as may be necessary, or as the Department may direct, for the protection and preservation of the property related to this Contract, which is in the possession of the Contractor and in which the Department has or may acquire an interest.

39. TREATMENT OF PROPERTY.

The Department, in addition to any other rights provided in this Contract, may require the Contractor to deliver to the Department any property specifically produced or acquired for the performance of such part of this Contract as has been terminated. In all such cases, this "Treatment of Property" provision shall apply.

39.1 Title to all property furnished by the Department shall remain in the Department. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this Contract, shall pass to and vest in the Department upon delivery of such property by the Contractor. Title to other property, the cost of which is reimbursable to the Contractor under this

Contract, shall pass to and vest in the Department upon i) issuance for use of such property in the performance of this Contract, or ii) commencement of use of such property in the performance of this Contract, or iii) reimbursement of the cost thereof by the Department in whole or in part, whichever first occurs.

- 39.2 Any property of the Department furnished to the Contractor shall, unless otherwise provided herein or approved by the Department, be used only for the performance of this Contract.
- 39.3 The Contractor shall be responsible for any loss or damage to Department property that results from the negligence of the Contractor or the failure of the Contractor to maintain and administer that property in accordance with sound management practices.
- 39.4 If any Department property is lost, destroyed or damaged, the Contractor shall immediately notify the Department and shall take all reasonable steps to protect the property from further damage.
- 39.5 The Contractor shall surrender all Department property to the Department prior to settlement upon completion, termination, or cancellation of this Contract.
- 39.6 All equipment purchased by the Contractor for the Contractor's use under the terms of this Contract, that as defined in this Contract provision, is actually owned by the Department, shall be shipped or delivered to the institution/location designated by the Contract Manager for tagging and entry into the DOC Capital Asset Management System (CAMS) before distribution to the Contractor for use.

40. UTILIZATION OF MINORITY-OWNED AND WOMEN-OWNED BUSINESSES.

During the performance of this Contract, the Contractor shall comply with Chapter 39.19 RCW, as now existing or hereafter amended, any rule adopted under Chapter 39.19 by OMWBE and/or any policy or regulation adopted by the Department to effect agency compliance with Chapter 39.19 RCW.

If the Contractor fails to comply with any contract requirements relative to the utilization of minority and/or women-owned businesses, the Department may take any or all such actions available to the Department under Chapter 39.19 RCW.

If the Contractor prevents or interferes with any Subcontractor's compliance with Chapter 39.19 RCW, or submits false or fraudulent information to the Department regarding compliance, the Contractor shall be subject to a fine not to exceed One Thousand Dollars (\$1,000) in addition to any other penalties or sanctions prescribed by law.

41. WAIVER.

Waiver of any default or breach shall not be deemed a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this contract unless stated to be such in writing and signed by authorized representative of the Department.

SCOPE OF WORK

I INTRODUCTION

Contractor will provide religious and cultural services to support the spiritual growth of American Indian/Alaska Native (AIAN) offenders at the Department facilities listed below. Department policies and procedures will not be relaxed or compromised to facilitate provision of such services and services may not interfere with security, safety and orderly operations at any prison.

Contractor and the Department will work together to create a climate of openness, respect and cooperation that results, to the extent possible in a prison environment, in the delivery of services that are consistent with AIAN religious and cultural ceremonies outside of prison as well as positive relations with the AIAN offender communities within each prison.

II FACILITIES and NATIVE CIRCLES SERVED

The Contractor will provide AIAN religious and cultural services to offenders in twenty one (21) Native Circles at the following twelve (12) DOC facilities:

FACILITY	No. of Native Circles
b. Airway Heights Corrections Center (AHCC)	2
c. Cedar Creek Corrections Center (CCCC)	1
d. Clallam Bay Corrections Center (CBCC)	1
e. Coyote Ridge Corrections Center (CRCC)	2
f. Larch Corrections Center (LCC)	1
g. Mission Creek Corrections Center for Women (MCCCW)	1
h. Monroe Correctional Complex (MCC)	4
i. Olympic Corrections Center (OCC)	1
j. Stafford Creek Corrections Center (SCCC)	1
k. Washington Corrections Center (WCC)	1
l. Washington Corrections Center for	1

Women (WCCW)	
m. Washington State Penitentiary (WSP)	5

TOTAL 21

III CONTRACTOR COORDINATION AND ADMINISTRATION OF SERVICES

A. In Preparation for July 1, 2016 Contract Start Date, the Contractor shall:

1. Recruit culturally competent Services Coordinators (Coordinators) to provide AIAN religious and cultural services to offenders in 21 Native Circles at 12 Department facilities.
2. Ensure that Coordinators successfully complete the required background checks and training as identified by the Department.
3. Inform the Coordinators that they will be:
 - a. Subject to search when entering a facility according to state law;
 - b. Required to submit to criminal history background checks which may include a criminal records check; and
 - c. Required to attend DOC training identified by the DOC Contract Manager, to include ‘live’ facility orientation and on-line suicide prevention, infectious disease control, and PREA training as well as annual in-service training.
4. Negotiate work hours, scope of work and pay with Coordinators.
5. Contract separately with each Coordinator to detail the required scope and content of service delivery to AIAN offenders as well as the compensation to be paid to the Coordinator.

B. Beginning July 1, 2016, Contractor shall:

- Develop and maintain an annual calendar (July – June) of contractually required AIAN activities, the dates throughout the year that the activities are planned for each Native Circle and the coordinator responsible for each activity. Provide Calendar to the DOC Contract Manager in quarterly installments in advance of each upcoming quarter.
- Coordinate religious and cultural service delivery with all appropriate DOC staff at each facility, including the Superintendent or designee, and the Chaplain.
- Conduct outreach to the Native communities throughout Washington State (urban and reservation) for volunteers, donations of goods, and other services to AIAN offender populations.

- Work with the Superintendent or designee in each facility to facilitate the establishment of a process for AIAN offenders to make, decorate or embellish approved religious and cultural items for Pow Wow gifts for outside guests and community giveaway.
- Liaison between the Department and the AIAN offender population where appropriate and in matters relevant to the service delivery of culturally relevant religious service activities.
- Work closely with those Coordinators who coordinate with the Institutional Chaplains, to ensure that the dates and times planned by each Coordinator for religious and cultural service activities are not in conflict with activities previously scheduled at the facility.
- Provide quarterly written reports for the DOC Contract Manager that describe the AIAN religious and cultural service activities provided for each Native Circle during the previous month and the number of offenders who participated. All such reports must include any programming that was scheduled for the previous month but not provided and the reason that it was not provided.
- Provide a written annual report, based upon the content of the four quarterly reports submitted in item B (7) immediately above, that details the opportunities for program improvement and any programming changes recommended.
- Comply with the DOC policies and procedures provided electronically or in hard copy, that relate to offender religious and cultural services.
- Have knowledge of, and comply with, applicable laws, ordinances, codes, and regulations. Maintain documentation of such compliance or of the non-applicability of the law, ordinance, code or regulation.
- Cooperate in providing the DOC Contract Manager access to records, personnel, budget documents, as necessary, for monitoring the Contractor’s performance.
- Monitor and supervise each Coordinator in accordance with the terms of the contract executed with that Coordinator.

IV CONTRACTED SERVICES DELIVERY TO OFFENDERS

- Contractor shall ensure that Coordinators deliver religious and cultural services to DOC offenders in accordance with Attachment D, Cost Chart and Cost Response, a portion of Contractor’s Cost Bid for RFQQ11126.
- Contractor shall ensure that Coordinators provide the following activities, for offenders at each of twenty-one (21) Native Circles, at the intervals specified.

ACTIVITY	INTERVAL	ANNUAL TOTAL
Sweat Lodge Ceremony	2X Monthly	504
Change of Season	Every 3 Months	84
Annual Pow-Wow	1X per Year	21

- Contractor shall ensure that Coordinators provide the following additional activities to offenders at the facility Native Circles and intervals specified.

FACILITY Native Circle	DRUMMING	TEACHING
AHCC – MAIN	8 hrs. per month	4X Month
AHCC – MSU	8 hrs. per month	4X Month
CCCC	8 hrs. per month	4X Month
CRCC – MAIN	8 hrs. per month	
MCCCW	8 hrs. per month	4X Month
MCC – TRU	8 hrs. per month	
MCC – MSU	8 hrs. per month	
MCC - WSRU	8 hrs. per month	
MCC - SOU	8 hrs. per month	
SCCC	---	4X Month
WCC	---	4X Month
WCCW	8 hrs. per month	4X Month
WSP – Delta/Echo	8 hrs. per month	
WSP – Bar	8 hrs. per month	
WSP – Fox/Gulf	8 hrs. per month	
WSP – Victor/William	8 hrs. per month	

- Each year of the contract term, Contractor shall provide 24-hour Medicine Wheel 12-Step facilitator training sessions as an in-kind contribution. Such training shall be provided at facilities as-and-where-needed and at no cost to DOC.

V CONTRACTOR PERFORMANCE MEASURES

1. By July 15, 2016, fully execute separate employment contracts with a sufficient number of Coordinators to successfully deliver all required AIAN religious and cultural services to AIAN offenders.
2. By July 15, 2016, ensure that all Coordinators meet Department security and training requirements.
3. Ensure that Coordinators provide all activities that are scheduled on Contractor’s annual AIAN activity calendar except those for which DOC denied facility access to Contract personnel.
4. By the 10th of each month, submit the required monthly invoices and program status reports, for the previous month, to the DOC Contract Manager.
5. Conduct an annual written “Satisfaction Survey” to determine satisfaction with AIAN programming for all 21 Native Circles.

6. Survey participants shall be:

AIAN offenders who participated in Contracted religious and cultural services activities during the survey year; and

Department staff involved with AIAN programs at a facility.

Survey distribution:

Contractor shall work through the facility chaplains to distribute and collect surveys at each facility; and

Contractor shall work with the DOC contract manager who will oversee the survey of DOC staff.

7. Contractor's first Satisfaction Survey must be conducted/completed during March, 2017 with subsequent Satisfaction Surveys conducted/completed during March each year thereafter.

Survey Outcome Measures

Offenders at all 21 Native Circles receive consistent delivery of required AIAN religious and cultural services.

A majority of the participating AIAN offenders were satisfied with the quantity and quality of the AIAN religious and cultural services that they experienced while incarcerated during the previous year.

BILLING AND PAYMENT

I Allowable Costs

The maximum annual consideration available for payment to Contractor under the terms of this Agreement may not exceed \$214,602 per fiscal year.

Indirect costs, will be included as part of administrative costs, and may not exceed 10% of the annual program services costs.

Contractor may not raise any of its contracted rates for program services or administration during the initial 18-months of this Contract. Beginning January 1, 2018, Contractor may, with documentation showing a legitimate programmatic need, request additional funds to provide the required contracted services. Any award of supplemental funds will be for the period January 1, 2018 through June 30 2019.

II Billing

By the 10th of each month the Contractor will invoice the Department for \$17,883.50, which is 1/12 of the maximum annual consideration available for payment to Contractor under the terms of this Agreement.

III Billing Instructions

The Contractor shall submit monthly invoices using a state A-19 form. Contractor shall provide supporting documentation for each monthly invoice in Contractor's required quarterly report to the DOC Contract Manager that is described in Attachment B, Scope of Work, Section III B(7). Each invoice voucher shall specifically reference Contract No. K11248 and will clearly indicate the dates and locations of the services provided. For purposes of this contract, quarterly periods are based upon the state fiscal year as follows: July-Sept.; Oct.-Dec.; Jan.-March; and April-June.

Payment will not be made for contracted activities which are not provided, unless the activity is not provided due to an action by the Department, such as refusing a Coordinator entry to a facility due to a lock down or other emergency. If the Contractor is refused entry to a facility, the Contractor must immediately notify the DOC Contract Manager via e-mail, noting the facility, the person denying entry, the reason given for denying entry and the contractor employee/volunteer to which entry was denied.

IV Contractor shall submit all invoices for payment to:

Washington State Department of Corrections
Religious Services Program
Correctional Program Manager
P.O. Box 41118
Olympia, Washington 98504-1118

Cost Chart						In Kind Contributions																
Activity	Duration of Activity (# of Hours)	Activity Cost each time provided	Interval (at each of the 21 Native	Total Times Provided Per	Total Annual Cost of Activity	HEAL for Reentry was created to address WA State's AIAN recidivism rate.																
*Sweat Lodge Ceremony	7.5	142.5	2X Monthly	504	\$71,820	1) Access to Reentry programs targeting AIAN 2) Outreach to tribes as reentry support/DOC resource 3) Certified White Bison Recovery Coach Training for Medicine Wheel Peer Facilitator Training 4) Identify and secure reentry opportunities in order to provide resources and referrals to DOC Native American Circle members (State Recognized American Indians, Canadian First Nations, Asian Pacific Islander /Aboriginal) who do not qualify for Federal reentry grant funds																
*Change of Seasons	7.5	142.5	Quarterly	84	\$11,970																	
*Annual Pow-Wow	8	152	1X Per Year	21	\$3,192																	
Drumming (14 Units)	2	38	4X Monthly	672	\$25,536																	
Teaching (5 Units)	2	38	4X Monthly	240	\$9,120																	
Medicine Wheel 12 Step Facilitator Training	24	0	As Needed	2	\$0																	
Final cost for all three required activities -					\$86,982																	
Final cost for additional activities -					\$34,656																	
Total Cost for all Services					\$121,638																	
<i>*Required Activities</i> ***# of Units X X's per month X 12 months																						
Cost Response Breakdown Per Unit ~ Administrative Expense Detail																						
	AHCC Main	AHCC MSU	CBCC	CCCC	CRCC Main	CRCC MSU	LCC	MCCDW	MCC TRU	MCC MSU	MCC WSRU	MCC SOU	OCC	SCCC	WCC	WCCW	WSP- Delta/Echo	WSP- Bar	WSP- Fox/Golf	WSP- Victor/William	WSP- MSU	Annual Cost
Monthly																						
Sweat Lodge	15	15	15	15	15	15	15	15	15	15	15	15	15	15	15	15	15	15	15	15	15	\$71,820
Teachings (4)	8	8	-	-	-	-	-	-	-	8	-	-	-	-	8	8	-	-	-	-	-	\$9,120
Drumming (14)	8	8	DOC	8	8	DOC	DOC	8	8	8	8	8	DOC	DOC	DOC	8	8	8	8	8	DOC	\$25,536
Quarterly																						
COS Quarterly	7.5	7.5	7.5	7.5	7.5	7.5	7.5	7.5	7.5	7.5	7.5	7.5	7.5	7.5	7.5	7.5	7.5	7.5	7.5	7.5	7.5	\$11,970
Annually																						
Pow Wow	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	\$3,192
Total Services Annually																					\$121,638	
Administrative Costs																						
Program Manager																						\$70,000
Mileage \$400																						\$4,800
Travel \$500																						\$6,000
Indirect 10% (HEAL administration costs, office expenses (supplies & equipment), rent, communications, IT, utilities, professional development, conferences, miscellaneous)																						\$12,164
Total Admin Annually																					\$92,964	
Total Annual Cost																					\$214,602	