



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 HUY, a 501(c)(3) non-profit corporation located at 11320 Roosevelt Way NE, Seattle, WA 98125 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 establish protocols concerning specific donations and support given by HUY to the Department that are designated to support the religious and rehabilitative needs of incarcerated Native American and Alaska Native communities.

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 April 1, 2013 through June 30, 2016, 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, the General Terms and Conditions attached hereto as Attachment A, and the Scope of Work attached hereto as Attachment B, each incorporated by reference herein.

IV. COMPENSATION AND PAYMENT

- A. There is no compensation to the Contractor or to DOC associated with this Contract.
- B. Funds or material items associated with this Contract will be donations from HUY to the Department specifically designated to support the religious and rehabilitative needs of incarcerated members of the Native American and Alaska Native communities.

V. CONTRACT REPRESENTATIVES

- A. Each party to the Contract will assign a Contract Manager.

- B. The DOC Contract Manager will monitor the Contractor's performance, approve Contractor services under the Contract and accept any reports from the Contractor. The Department's Contract Manager for this contract will be:

Joenne McGerr, Program Manager, Family Services, (360) 725-8226, or joenne.mcgerr@doc.wa.gov

- C. The Contractor's Manager for this Contract will be the contact person for all communications regarding the services performed under this Contract. The Contractor's Manager will be:

Gabriel Galands, HUY Board Chairman, (206) 300-7801, or gabe@galandabroadman.com

VI. INDEPENDENT CONTRACTOR STATUS

The Contractor is not an employee of the Department of Corrections. By signing this contract, the Contractor certifies that he 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 himself 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, workmen's compensation coverage or retirement membership or credit or any other benefit which would accrue to a civil service employee.

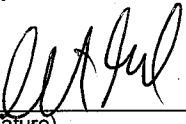
VII. INTERPRETATION OF CONTRACT

- 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
 - 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, five (5) attachments, is executed by the persons signing below who warrant that they have the authority to execute the contract.

HUY




(Signature)
Gabriel Galanda

(Printed Name)
HUY Board Chairman

(Title)
3/26/13

(Date)

DEPARTMENT OF CORRECTIONS



(Signature)
Gary Banning

(Printed Name)
Contracts Administrator

(Title)
4/1/13

(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.

6. 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.

7. 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.

8. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION.

"Confidential Information" as used in this section includes:

- A. All material provided to the Contractor by the Department that is designated as "confidential" by the Department;
- B. All material produced by the Contractor that is designated as "confidential" by the Department; and
- C. 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).

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.

- 9.1 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.
- 9.2 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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 of 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
 - iii. 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.

- 26.1 During the performance of this contract, the Contractor shall comply with all federal, state, and local nondiscrimination laws, regulations and policies.
- 26.2 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:

- 38.1 Stop work under the contract on the date, and to the extent specified, in the notice;
- 38.2 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;
- 38.3 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;
- 38.4 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;
- 38.5 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;
- 38.6 Complete performance of such part of the work as shall not have been terminated by the Department; and
- 38.7 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

A. SERVICES

Under the terms of this contract, Contractor will provide donations and other support for Native American and Alaska Native individuals incarcerated in, or under the jurisdiction of, Washington State prisons.

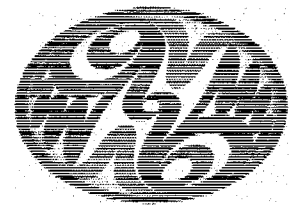
1. The following procedure will be followed to request HUY donations or other support:
 - a. Requests for support must be made by, or on behalf of, the Native Circle at the facility. Requests on behalf of the Native Circle may be made through DOC facility staff or Native American religious services providers at the facility;
 - b. All requests must comply with DOC Policy 210.060, Donations, as now written or hereafter amended;
 - c. All requests must be made by means of a **HUY Request/Charitable Donation Application**, completed by the Native Circle or by religious services provider or DOC staff in consultation and collaboration with the Native Circle members;
 - d. The completed Application, with supporting documentation, must be sent to the DOC chaplain at the facility to verify completion and obtain approvals including approval by the facility Superintendent or designee; and
 - e. Once approved by the Superintendent or designee, the DOC chaplain must complete DOC 21-966, Donation Approval Request form and then send both the HUY Application and the DOC Donation Approval Request form to gabe@galandabroadman.com for review/approval by the HUY Board of Directors.
2. Review and a decision by HUY will be made within thirty (30) days after the date that HUY received the HUY Application and the DOC Donation Approval Request form.
3. If HUY approves the request then any funds or materials received by the Native Circle must be used in a manner consistent with the use specified by HUY in its approval.

B. DOC MONITORING

1. DOC will verify that donations are processed in a timely manner;
2. DOC will verify that funds and materials donated by HUY are used at the facility in ways consistent with the use specified by HUY.

C. ATTACHMENTS

1. HUY Request/Charitable Donation Application
2. DOC Policy 210.060, Donations
3. DOC 21-966, Donations Approval Request form



Huy Purchase Request/Charitable Donation Application

Huy (a Coast Salish-Lushootseed word pronounced “hoyt,” meaning “we never say goodbye”) is non-profit corporation, with federal 501(c)(3) tax-exempt status. Huy’s mission is to conduct activities and programs, and to receive and make gifts and contributions, which support and expand educational, rehabilitative and religious opportunities for imprisoned members of American Indian, Alaska Native and other indigenous communities in the Pacific Northwest and throughout the United States.

Huy is a volunteer group, lead by a Board of Advisors comprised of tribal leaders and Indian prisoner rights advocates. Huy receives charitable monies from tribal governments, other non-profit organizations, and private individuals, which Huy in turn gifts to support the needs of imprisoned American indigenous persons. This is done primarily through state corrections agencies and Indian prisoner religious service providers like the United Indians of All Tribes Foundation. To illustrate, Huy supports the need for additional security staffing at Indian religious events; tribal foods such as buffalo, wild salmon and frybread for consumption during Indian religious events; river rocks, willow branches, blankets, tarps and firewood needed for sweatlodge; and beads and other arts and crafts materials for Indian religious curio activity.

It is the Huy Board of Advisors’ hope and expectation that any Facility or Indian Circle in need of any such resource, will first exhaust its own resources before applying to Huy for financial help. Huy will provide financial support on an equal basis, as Huy’s resources allow.

Requests to Huy shall be made exclusively through the vehicles of both DOC Facility staff and Native American Service Providers, and will be made on behalf of an Indian Circle, after close consultation and collaboration with the Circle. All requests must comply with Washington DOC policy 210.060, Donations. Huy will not consider any requests other than through that protocol or other than under cover of this Application. While this Application is designed to minimize any “red-tape” associated with the Circles’ religious needs, please allow at least thirty days for the Huy Board of Advisors to fairly consider and properly decide upon any Application.

Date of Application: _____

Deadline (by when is financial assistance needed?): _____

Requestors/Facility (Applications must be submitted by Facility staff AND a Native Religious Services Provider): _____

Proof of Superintendent Approval Attached? Y N

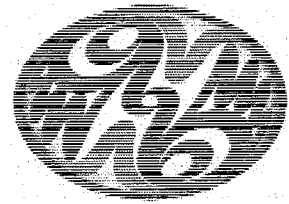
DOC Form 21-966 Attached? Y N (*no application will be processed without 21-966*)

Facility/Circle/Area in Need: _____

Need/Justification (e.g., wood, blankets, security staffing – attach any supporting documentation):

Huy reserves the right to accept or reject applications as its Board of Advisors see fit

K10226



Amount requested (i.e., amount of wood or blankets; cost of security staffing – *attach supporting cost documentation*): _____

Have DOC or Circle resources been exhausted? Y N

Are there other relevant considerations? (*attach any supporting documentation*): _____

Email: _____

Phone: _____

Once completed, forward application and related documentation to gabe@galandabroadman.com

Huy Board Decision:

DECISION: APPROVED DISAPPROVED TABLED

VOTE: TOTAL _____ FOR _____ AGAINST _____ ABSTAINED _____

SIGNED CERTIFICATION: _____

BY: _____

DATE: _____

Receiving Confirmation (from Facility staff or Native Religious Services Provider): Y N

ACKNOWLEDGMENT: _____

BY: _____

DATE: _____

Huy reserves the right to accept or reject applications as its Board of Advisors see fit

K10226



DONATION APPROVAL REQUEST

Donator

Name: _____

Address: _____

Phone: _____

Description of items:

Purpose of Donation:

Program/Department Supervisor

Anticipated Use: _____

Storage Plans: _____

Anticipated Security Concerns, if applicable: _____

Program/Department Signature

Date

Facility/Office Authority

Approve Deny

Facility/Office Authority or Designee Signature

Date

The contents of this document may be eligible for public disclosure. Social Security Numbers are considered confidential information and will be redacted in the event of such a request. This form is governed by Executive Order 00-03, RCW 42.56, and RCW 40.14.

Distribution: **Original:** LBA/ARBM, **Copy:** Program/Department Supervisor



STATE OF WASHINGTON
DEPARTMENT OF CORRECTIONS

APPLICABILITY
DEPARTMENT WIDE
OFFENDER MANUAL

REVISION DATE
5/1/12

PAGE NUMBER
1 of 4

NUMBER
DOC 210.060

POLICY

TITLE

DONATIONS

REVIEW/REVISION HISTORY:

Effective: 11/7/85
 Revised: 11/3/03
 Revised: 5/9/06
 Reviewed: 5/9/07
 Reviewed: 9/3/08
 Reviewed: 3/25/09
 Reviewed: 7/23/10
 Revised: 5/1/12

SUMMARY OF REVISION/REVIEW:

Policy statement I - Removed that the Department will solicit donations
 II.B.1. & 2.a. - Removed unnecessary language

APPROVED:

Signature on file

BERNARD WARNER, Secretary
 Department of Corrections

3/13/12

 Date Signed



STATE OF WASHINGTON
DEPARTMENT OF CORRECTIONS

APPLICABILITY
**DEPARTMENT WIDE
OFFENDER MANUAL**

REVISION DATE
5/1/12

PAGE NUMBER
2 of 4

NUMBER
DOC 210.060

POLICY

TITLE

DONATIONS

REFERENCES:


DOC 100.100 is hereby incorporated into this policy; DOC 200.200 Offender Welfare Betterment Account; DOC 235.000 Fixed Asset Inventory; DOC 235.010 Consumable Assets Inventory; State Administrative and Accounting Manual (SAAM)

POLICY:

- I. The Department will receive donations in a manner that will best serve the legal interests of the donor and the Department. The Department will determine whether donations and/or their restrictions are compatible with state ethics laws and Department interests, policies, and operations. Donations will be handled in compliance with the State Administrative and Accounting Manual (SAAM).
- II. Usefulness, availability of storage space, and potential security risks of proposed donations will be considered prior to acceptance.

DIRECTIVE:

- I. General
 - A. Prior to acceptance, donations must be reviewed and approved, in writing, by the appropriate facility/office authority or designee as follows:
 1. Facilities - Superintendent/Community Corrections Supervisor (CCS),
 2. Field Offices - CCS,
 3. Divisions - appropriate Assistant Secretary, and
 4. Office of the Secretary - Secretary.
 - B. How donations are used may be restricted by the donor. Donors should be asked to specify at least a general purpose for the donation.
 1. When no purpose is specified, the facility/office authority will determine how the donation will be used.
- II. Monetary Donations
 - A. Monetary donations will be deposited in the Offender Betterment Fund if the donor:
 1. Has not specified a restriction, or
 2. Has provided some clear indication, but has essentially left the use of the funds unrestricted.

 <p>STATE OF WASHINGTON DEPARTMENT OF CORRECTIONS</p> <p>POLICY</p>	APPLICABILITY DEPARTMENT WIDE OFFENDER MANUAL		
	REVISION DATE 5/1/12	PAGE NUMBER 4 of 4	NUMBER DOC 210.060
	TITLE DONATIONS		

IV. Donations for Non-Department Use

- A. Programs that receive and process donations for non-Department use (e.g., the Free Materials Distribution program) must be approved by the Secretary.
1. The Secretary may assign a handling fee for donated materials passed on to the non-Department recipients.
 2. Excluding direct costs, handling fees will be deposited in the Offender Betterment Fund.

DEFINITIONS:


Words/terms appearing in this policy may be defined in the glossary section of the Policy Manual.

ATTACHMENTS:

None

DOC FORMS:

- DOC 06-075 Offender Request to Transfer Funds
- DOC 21-162 Receipt for Donations
- DOC 21-966 Donation Approval Request

 <p>STATE OF WASHINGTON DEPARTMENT OF CORRECTIONS</p> <p>POLICY</p>	APPLICABILITY DEPARTMENT WIDE OFFENDER MANUAL		
	REVISION DATE 5/1/12	PAGE NUMBER 3 of 4	NUMBER DOC 210.060
	TITLE DONATIONS		

B. Monetary donations for which the donor has indicated a relatively specific purpose (e.g., for the benefit of Washington State Penitentiary offenders, the Washington Corrections Center for Women dog training program) will be accounted for as follows:

1. Donations from offenders to the Special Activity Account, clubs, or other groups where the activity is accounted for in the Institutional Residents' Deposit Account – Fund 651 will be made using DOC 06-075 Offender Request to Transfer Funds.
2. All other donations will be accounted for in the Miscellaneous Program Account – Fund 759. DOC 21-966 Donation Approval Request and DOC 21-162 Receipt for Donations are required for non-offender donations.
 - a. The Headquarters Assistant Comptroller must approve, in writing, establishment of a Fund 759 account.

III. Receipt of Donations

A. Staff receiving requests to donate items or funds will ensure DOC 21-966 Donation Approval Request is completed and approved by the appropriate facility/office authority.

1. Staff receiving the donation will ensure the approved form is distributed.

B. The receipt of donations will be acknowledged in a timely manner by letter from the facility/office authority.

1. The letter will:
 - a. Express appreciation for the donation,
 - b. Describe the donation, and
 - c. Document the date received.
2. With the exception of cash donations, the letter will not state or confirm the dollar value of the donation.

C. The Local Business Advisor/Assistant Regional Business Manager will:

1. Determine if the donation should be included in inventory per DOC 235.000 Fixed Asset Inventory or DOC 235.010 Consumable Assets Inventory, and
2. Maintain documentation of donations received.