

**AMENDMENT NO. 1
TO THE
AGREEMENT BETWEEN
WASHINGTON STATE UNIVERSITY
AND
OREGON HEALTH & SCIENCE UNIVERSITY**

THIS AMENDMENT NO. 1 (the “Amendment”) is made and entered into by and between Washington State University, by and through its Elson S. Floyd College of Medicine (“WSU”), and Oregon Health & Science University (“OHSU”).

RECITALS

WHEREAS, WSU and OHSU have previously entered into that certain Agreement dated July 1, 2020 (the “Agreement”) regarding to memorialize the terms and conditions under which WSU will provide financial support to OHSU; and

WHEREAS, the parties desire to extend the period of performance for 1 year from July 1, 2022 through June 30, 2023.

WHEREAS, the parties desire to amend the Agreement compensation provided in accordance with this Agreement, which was established under the terms of RCW 39.34.130. WSU to:

1. Provide financial support for one (1.0) FTE to support anatomy faculty for 6 weeks.
2. Provide cadavers, anatomical models, and supplies for WSU College of Medicine’s Wy’east Scholars accepted to attend OHSU’s Wy’east Postbaccalaureate program at OHSU annually.

WHEREAS, the parties wish to formally acknowledge that despite the failure to enter a formal extension of the Agreement from July 1, 2021, to June 30, 2022, the parties have continued to carry out the terms of the Agreement as though it were still in effect, and desire by this Amendment to express their intent to retroactively reinstate the Agreement from and after July 1, 2022.

NOW, THEREFORE, the parties hereto agree as follows:

1. Term Extended. Pursuant to section *II. Period of Performance* of the Agreement, the term of the Agreement is hereby extended and shall terminate on June 30, 2023.

2. Payment. Pursuant to section *III. Payment* of the Agreement, the compensation for the term July 1, 2022 through June 30, 2023 shall be as follows:

- a. Compensation for the term July 1, 2022 through June 30, 2023 is **\$28,400.00**. The parties have estimated that the annual cost of accomplishing the work will not exceed \$28,400.00. Compensation for services shall be based on the following rates and in accordance with the following terms:

Amount	Description
\$20,000.00	OHSU Anatomy Faculty FTE for 6 weeks
\$7,000.00	Cadavers

\$1,000.00	Anatomical Models
\$400.00	Supplies (PPE, etc.)
\$28,400.00	Total

- b. Compensation for the term July 1, 2022 through June 30, 2023 is **\$42,847.00**. Compensation for the three (3) each Wy'east pathway scholars at a per-scholar cost of \$14,282 shall be based on the following rates and in accordance with the following terms:

AMOUNT	DESCRIPTION
\$11,597.00	Scholar Stipend
\$14,282.00	Cost per Scholar
\$ 100.00	Cohort Supplies
\$ 65.00	Scrubs
\$ 55.00	Examsoft License
\$ 1,800.00	MCAT Prep
\$ 45.00	Suture Kits
\$ 70.00	Trainee Travel
\$42,847.00	Total

3. Other Terms and Conditions Unchanged. Apart from the previous modification, the Agreement remains unchanged and in full force and effect. This Amendment shall be effective July 1, 2021 regardless of the date of execution and shall be attached to the Agreement.

WASHINGTON STATE UNIVERSITY

OREGON HEALTH & SCIENCE UNIV.

APPROVED BY:

Signature:  _____

Signature:  _____

Name: Amanda N Owen

Name: Debbie Goss

Title: Assoc. Dir., REBO

Title: Contract Coordinator

Date: 12.22.22

Date: 1/6/23

Signature: _____
Name: _____
Title: _____
Date: _____

**INTERAGENCY AGREEMENT
BETWEEN
WASHINGTON STATE UNIVERSITY
AND
OREGON HEALTH & SCIENCE UNIVERSITY**

THIS INTERAGENCY AGREEMENT (the “Agreement”) is by and between Washington State University, an institution of higher education and agency of the state of Washington, by and through its Elson S. Floyd College of Medicine (hereafter referred to as “WSU”), and Oregon Health & Science University, an Oregon statutory public corporation located in Portland, Oregon (hereafter referred to as “OHSU”).

IT IS THE PURPOSE OF THIS AGREEMENT to memorialize the terms and conditions under which WSU will provide financial support to OHSU.

NOW, THEREFORE, the parties agree as follows:

I. STATEMENT OF WORK

Each party shall do all things necessary for and incidental to the performance of the duties set forth below.

A. Duties of WSU:

1. Provide funding for for one (1.0) FTE to support anatomy faculty for 6 weeks.
2. Provide cadavers, anatomical models, and supplies for WSU College of Medicine’s Wy’east Scholars who have been accepted to attend the OHSU’s Wy’east Postbaccalaureate program at OHSU each year

B. Duties of OHSU:

1. OHSU shall provide faculty for the instruction of WSU-sponsored participants in the 2020-2021 Wy’East cohort, as follows:
 - a. The Wy’east Pathway is a post-baccalaureate pathway that provides citizens of federally recognized tribes who previously applied to, but did not gain admission to medical school, with conditional acceptance to their sponsoring institution. Wy’east provides a unique pathway for AIANs to enter medical school by offering enrichment in biomedical sciences, population health, health research, clinical shadowing, study and self-care skills, and Medical Admissions College Test (MCAT) preparation. The pathway is rooted in AIAN culture and features culturally immersive experiences threaded throughout the year.

II. PERIOD OF PERFORMANCE

The Period of Performance under this Contract will be from July 1, 2020 through June 30, 2021, with options for annual extensions through June 30, 2024 by mutual agreement and formal amendments.

The execution of this Contract shall constitute a ratification of that earlier verbal agreement between the parties, the terms and conditions of which are contained herein. Accordingly, the beginning date of performance under this Contract shall be July 1, 2020, regardless of the date of execution. WSU shall reimburse the OHSU for those costs incurred in performance hereunder, for that period between the beginning date of performance and the date of execution of this Contract.

III. PAYMENT

Compensation for the work provided in accordance with this Agreement has been established under the terms of RCW 39.34.130. The parties have estimated that the annual cost of accomplishing the work will not exceed \$28,400.00. Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree to a higher amount in an amendment to this Agreement signed by authorized representatives of each party. Compensation for services shall be based on the following rates and in accordance with the following terms:

AMOUNT	DESCRIPTION
\$20,000.00	OHSU Anatomy Faculty FTE for 6 weeks
\$7,000.00	Cadavers
\$1,000.00	Anatomical Models
\$400.00	Supplies (PPE, etc.)

IV. BILLING PROCEDURES

OHSU shall submit invoices to WSU on not more than a monthly basis. WSU shall pay OHSU for all approved and completed work by warrant or account transfer within thirty (30) days of invoicing. Penalties for late payments (defined as those paid beyond thirty (30) days after receipt of invoice) shall be assessed at one percent (1%) per month.

Invoices shall be submitted to:

Washington State University
Attn: Accounts Payable
412 E Spokane Falls Blvd ROP 300 finance.medicine@wsu.edu
Spokane, WA 99202

V. RECORDS MAINTENANCE

The parties to this Agreement shall each maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly

authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six year after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

VI. INSURANCE

Each party will maintain general and professional liability insurance with limits of at least \$1,000,000 per occurrence and \$3,000,000 annual aggregate. OHSU is a public entity entitled to governmental immunity protections under applicable state law and is subject to the provisions of ORS 30.260 through 30.300 for its tort liabilities, including personal injury and property damage.

VII. INDEPENDENT CAPACITY

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

VIII. MODIFICATION

This Agreement may be modified or amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

IX. TERMINATION

Either party may terminate this Agreement upon 30 days prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination. Under this section or the following section, if the parties choose to partially or completely terminate this Agreement, the parties shall either mutually agree how any property involved shall be disposed of. If they are unable to do so, they shall submit the dispute to the Dispute Panel provided for in Section XI.

X. TERMINATION FOR CAUSE

If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within fifteen (15) working days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved part to the other. See Section IX for the provisions for disposition of property upon the partial or complete termination of this Agreement.

XI. DISPUTES

The parties agree to first enter into negotiations to resolve any failure of the parties to reach agreement on any claim or action arising under or relating to this Contract (in each case a "Dispute"). The parties agree to negotiate in good faith to reach a mutually agreeable resolution of such Dispute within a reasonable period of time. If the Dispute cannot be resolved by the parties through negotiation within thirty (30) days of the date of the initial demand for negotiation by one of the parties, then either party may seek resolution of the Dispute as otherwise provided in this Contract and by law.

XII. GOVERNANCE

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. Except where Oregon law is specifically cited, provisions of this agreement shall be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order.

- A. applicable state and federal statutes and rules;
- B. statement of work; and
- C. any other provisions of the Agreement, including materials incorporated by reference.

XIII. ASSIGNMENT

The work to be provided under this Agreement, and any claim arising under this Agreement is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

XIV. WAIVER

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any

other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

XV. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this agreement, and to this end the provisions of this Agreement are declared to be severable.

XVI. ENTIRE AGREEMENT

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this agreement shall be deemed to exist or to bind any of the parties hereto.

XVII. CONTRACT ADMINISTRATION

A designated contract administrator for each of the parties shall administer this Agreement and be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement.

The Contract Administrator for WSU is:

Name: Brett Oglesbee
College or Department: College of Medicine
Address: 412 E. Spokane Blvd. (ROP 307) Spokane WA
Telephone: 509-368-6651
Email: finance.medicine@wsu.edu

The Contract Administrator for OHSU is:

Name: Debbie Goss
College: OHSU, Contracting Services Group
Address: 3930 SW Macadam Ave, Portland OR 97239-3098
Telephone: 503-494-4768
Email: goss@ohsu.edu

With copy to:

Name: Jennifer Reed, CRA
College: OHSU, Family Medicine
Address: 3181 S.W. Sam Jackson Park Road Portland OR 97239-3098
Telephone: 503-494-4991
Email: reeje@ohsu.edu

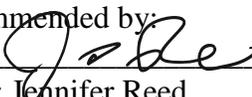
XVIII. SIGNATURES

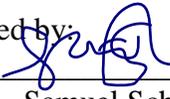
The parties affirm they have designated the persons below to have signature authority for the parties. By their signatures on this Agreement, the parties agree to all of its terms and conditions.

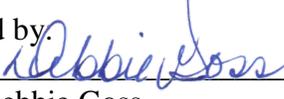
WASHINGTON STATE UNIVERSITY
("WSU")

OREGON HEALTH & SCIENCE
UNIVERSITY ("OHSU")

Recommended by:
By: 
Name: Brett Oglesbee
Title: Director
Date: _____

Recommended by:
By: 
Name: Jennifer Reed
Title: Grants & Contracts Manager
Date: 5/5/21

Approved by:
By: 
Name: Samuel Schirer
Title: Contracts Specialist
Date: 5/28/2021

Approved by:
By: 
Name: Debbie Goss
Title: Contracts Coordinator
Date: 5/5/21