

**INTERAGENCY AGREEMENT
BETWEEN
WASHINGTON STATE UNIVERSITY
AND
SPOKANE COLLEGES**

THIS INTERAGENCY AGREEMENT (the “Agreement”) is issued pursuant to the Interlocal Cooperation Act, chapter 39.34 RCW, by and between Washington State University, an institution of higher education and agency of the state of Washington, by and through WSU Health (hereafter referred to as “WSU Health”), and Spokane Colleges, an institution of higher education and agency of the state of Washington..

IT IS THE PURPOSE OF THIS AGREEMENT to memorialize the terms and conditions under which WSU Health will provide pre-employment health examination services to Spokane Colleges for its Head Start program.

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 the services identified below in the attached Exhibit A – Fee Sheet (“Fee Sheet”) in a professional and clinically appropriate manner;
2. Ensure services are performed by licensed or credentialed healthcare professionals;
3. Maintain medical records in compliance with HIPAA, FERPA, The Washington Uniform Health Care Information Act, and applicable privacy laws;
4. Provide Spokane Colleges with limited, job-related fitness-for-duty determinations, unless otherwise explicitly authorized by the individual.

B. Duties of Spokane Colleges:

1. Refer employees or candidates to WSU Health for services under this Agreement;
2. Ensure individuals appear for scheduled appointments;
3. Obtain all required authorizations, releases, and consents, including, but not limited to, all such documents required by WSU Health, from employees or candidates;
4. Use examination results solely for employment-related purposes consistent with applicable law; and
5. Pay for services received from WSU Health.

All pre-employment health examinations conducted under this Agreement shall occur only after Spokane Colleges has made a conditional offer of employment and shall be required uniformly for all entering employees in the same job category, consistent with the Americans with Disabilities Act.

II. PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall commence on the date of last signature below and be completed on December 31, 2031 (the "Term"), unless terminated sooner as provided herein.

III. PAYMENT

Compensation for the work provided in accordance with this Agreement has been established under the terms of RCW 39.34.130. The fees for all services are as set forth below in the Fee Sheet. Notwithstanding the foregoing, the fees charged for services may be increased based on increases in the actual costs of services or consumables. Accordingly, WSU Health may modify the fees charged for services from time to time, effective upon thirty (30) days written notice to Spokane Colleges.

IV. BILLING PROCEDURES

WSU Health shall submit invoices to Spokane Colleges on a monthly basis. Spokane Colleges shall pay WSU Health 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: headstart.fiscal@ccs.spokane.edu

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.

Nothing in this Agreement is intended to require disclosure of records exempt from public disclosure under chapter 42.56 RCW, the Health Insurance Portability and Accountability Act, the Washington Uniform Healthcare Act, or other applicable law.

VI. HEALTH INFORMATION

To the extent information provided to, accessed by, or created by WSU Health constitutes Protected Health Information subject to the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations, or health information otherwise subject to applicable federal and state health information privacy laws, WSU Health agrees to, and Spokane Colleges acknowledges that WSU Health will, use and disclose such information only as permitted or required by those laws and any other applicable laws, rules, or WSU Health policies.

WSU Health shall provide occupational screening services only under this Agreement. This Agreement does not establish an ongoing primary care or treatment relationship. The parties acknowledge that WSU Health is acting as an independent healthcare provider and not as a business associate of Spokane Colleges for purposes of HIPAA, and that Protected Health Information shall not be disclosed to Spokane Colleges except as permitted by law.

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 FOR CONVENIENCE

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.

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.

XI. DISPUTES

In the event that a dispute arises under this Agreement that the parties can't resolve, they may allow the dispute to be decided by a Dispute Panel in the following manner: Each party to this Agreement shall appoint one member to the Dispute Panel. The members so appointed shall jointly appoint an additional member to the Dispute Panel. The Dispute Panel shall review the facts, contract terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Panel shall be advisory only and non-binding. There shall be no charge to the parties for these services of the Dispute Panel.

As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

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. The 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.

Nothing in this Agreement shall be construed as a waiver of any party's sovereign immunity, statutory immunities and/ or privileges, or limits of liability under Washington law. Each party shall be responsible for its own acts and omissions and those of its officers, employees, and agents.

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 Health is:

Name: Lisa Curtis

E-mail: finance.medicine@wsu.edu

With a copy to

Name: Anna Kestell

E-mail: anna.kestell@health.wsu.edu

The Contract Administrator for Spokane Colleges is:

Name: Lee Ann VanLengen

E-mail: leeann.vanlengen@ccs.spokane.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 Health")

Approved by:

By: Jason Oliver
Digitally signed by Jason Oliver
Location: Pullman, WA
Date: 2026.05.12 14:44:52 -0700
Name: Jason Oliver
Title: Associate Director, PACS
Date: 5/12/2026

SPOKANE COLLEGES

Approved by:

By: Bobbi Woodral
Name: Bobbi Woodral
Title: District Director
Date: 5/12/26

Exhibit A – Fee Sheet

| <i>Service ID</i> | <i>Service Description</i> | <i>Rate</i> |
|-------------------|---|-------------|
| SRV001 | Head Start Pre-Employment Health Examination | \$75.00 |
| SRV002 | TB Skin Test | \$40.00 |

Cancellation Policy: 24-hour notice required to avoid a 50% cancellation fee