

Agreement Number: 156432

DES Use Only

MASTER CONTRACT USAGE AGREEMENT

This Master Contract Usage Agreement (the "Agreement") is made pursuant to Chapter 39.34 of the Revised Code of Washington, and other applicable laws, by and between the state of Washington (the "State"), acting by and through the Department of Enterprise Services ("DES"), an agency of the State, and BAVIHEALTH,

Organization Name

a state agency, local, federal agency or entity, or public benefit nonprofit corporation, or any tribe located in the State ("Buyer").

1. **Purpose:** The purpose of the Agreement is to establish the terms and conditions for when Buyer purchases or acquires goods and services for its direct use under contracts entered into by DES that permit such use ("Master Contracts").
2. **Duration:** This Agreement will become effective on date of execution, and will continue in full force and effect until 30 days following receipt of written notice from either party cancelling this Agreement.
3. **Agreement Contact Information:** Contact person to whom contract documents and related communications are to be e-mailed.

Organization Name: BAVIHEALTH		
Tax Identification Number: 42-2375859		
Unified Business Identifier: <i>Required for Non-Profit:</i> 604 130 513		
Contact Name: James Zimmerman		
Title: Treasurer		
Address: c/o Washington State University, 412 Spokane Falls Blvd		
City: Spokane	State: WA	Zip: 99202
Phone Number: 509-368-6778		
Email Address: james.zimmerman@wsu.edu		

4. **Cancellation of Agreement:** This agreement can be terminated by either party upon 30 days written notice provided to DES at:
Email to: mcua@des.wa.gov or **Mail to:** WA Dept. of Enterprise Services
Attn: Contracts Resource Center
P.O. Box 41411
Olympia, WA 98504-1411
5. **Financial Responsibility:** Buyer will deal directly with Master Contract contractor, supplier, or service supplier ("Contractor") for any purchases Buyer makes pursuant to this Agreement and under a Master Contract. DES does not accept any responsibility, financial or otherwise, for any purchase Buyer makes under a Master Contract.

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6. Compliance with Other Laws: Each of the parties will comply with all applicable federal, state, and local laws and regulations governing its own purchases.
7. Master Contract Audits: Buyer agrees to cooperate with DES, Office of the State Auditor, federal officials, or any third party authorized by law, rule, regulation or contract, in any audit conducted by such party related to any Master Contract(s) that Buyer has made purchases from pursuant to this Agreement, including providing records related to any purchase from a Master Contract. In addition, Buyer agrees to provide, upon request from DES, documentation to confirm its eligibility to use Master Contracts.
8. Dispute Resolution: If there are any disputes between Buyer and a Contractor, Buyer agrees to (a) provide DES written notice of the nature of the dispute; and (b) unless otherwise provided in the Master Contract or as set forth below, work in good faith with the Contractor to resolve the dispute without the involvement of DES. DES may, upon request, review and assist in the resolution of a dispute, and if DES chooses to do so, the Buyer will cooperate with DES in that resolution process.

In its sole discretion, DES may, but is not obligated to, upon written notice to Buyer, resolve disputes with a Contractor on behalf of Buyer and all other state, local, and federal agencies, local governments, and public benefit nonprofit corporations with similar or related disputes with such Contractor.



9. No Separate Entity: No separate legal or administrative entity is intended to be created by, or for the administration of, this Agreement.
10. Hold Harmless: Each party agrees to defend, indemnify, and hold the other party harmless from any claim arising from such party's sole negligent, reckless, or willful misconduct.
11. Entire Agreement: This Agreement sets forth the entire agreement between the parties, and supersedes any other prior written agreements between the parties, with respect to the subject matter hereof.

IN WITNESS WHEREOF the parties having read this Agreement, agree to it in each and every particular, and have executed it below.

APPROVED

**WASHINGTON STATE DEPARTMENT
OF ENTERPRISE SERVICES**

BAVIHEALTH

Name: 	Organization Name:
Assistant Director Signature: Eci Amel, C&P Asst. Director	Signature: 
Name/Title: 1/27/2020	Name/Title: James Zimmerman, Treasurer
Date:	Date: 1/3/2020



FILED
Secretary of State
State of Washington
Date Filed: 12/09/2019
Effective Date: 12/09/2019
UBI No: 604 130 513

This Box For Office Use Only

**Application for Status as a
Public Benefit Nonprofit Corporation**
See attached detailed instructions

- ☒ No Filing Fee
☐ Filing with Expedited Service \$50.00

UBI Number: 604 130 513

**Application for Status as a
Public Benefit Nonprofit Corporation**

Chapter RCW 24.03

SECTION 1 (required)

NAME OF CORPORATION: *(as currently recorded with the Office of the Secretary of State)*
BAVIHEALTH

SECTION 2 (required)

Is the corporation a non-stock, nonprofit corporation filed under Chapter 24.03 RCW?

☒ YES ☐ NO

SECTION 3 (required)

Please check the appropriate box regarding recognition by the Internal Revenue Service (IRS) as tax exempt under Section 501(c)(3):

- ☒ The corporation has received from the IRS a letter of determination of tax exempt status under Section 501(c)(3). Date received: AUG 23, 2019 EFFECTIVE JUN 1, 2017
- ☐ The corporation is an entity that is not required to apply for tax exempt status under Section 501(c)(3).
Why is the corporation not required to apply for tax exempt status?
☐ Religious Organization
☐ other
- ☐ The corporation is in the process of applying for tax exempt status under Section 501(c)(3).
Date Form 1023 submitted to the IRS: _____
- ☐ The corporation is not recognized as tax exempt by the IRS.


SECTION 4 (required)

Does the corporation wish to have the term "Public Benefit" affixed to its corporate name? ☐ YES ☒ NO

If yes, enter revised name: _____

SECTION 5 (required)

This document is hereby executed under penalties of perjury, and is, to the best of my knowledge, true and correct.

	JAMES ZIMMERMAN, TREASURER	11/13/2019	509-368-6778
Signature	Printed Name and Title	Date	Phone

Received

AUG 29 2019

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

Steel Rives LLP

DEPARTMENT OF THE TREASURY

Date: **AUG 23 2019**

BAVIHEALTH
C/O STEEL RIVERS LLP
SASKIA DE BOER
760 SW NINTH AVENUE SUITE 3000
PORTLAND, OR 97205

Employer Identification Number:
82-2375859
DLN:
29053211316019
Contact Person:
MICHELE F NAPIER ID# 62028
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December31
Public Charity Status:
509(a)(2)
Form 990/990-EZ/990-N Required:
Yes
Effective Date of Exemption:
June 1,2017
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section Listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Letter 947

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BAVIHEALTH

We sent a copy of this letter to your representative as indicated in your power of attorney.

Sincerely,

Stephen A. Martin

Director, Exempt Organizations
Rulings and Agreements

Letter 947

BAVIHEALTH

Statement of Funding Sources

Funding for the operations of BAVIHEALTH will be received from multiple sources including Washington State University through the Elson S. Floyd College of Medicine and the Washington State University Foundation, through direct fundraising by BAVIHEALTH as a 501(c)3 organization, from research and operational grants both public (local, state and federal) and private in support of the clinical and educational mission of the Organization.

Statement of Funding Source

Department of Enterprise Services
Master Contract Use Agreement
ATTN: Contracts Resource Center
Box 41408
Olympia, WA 98504-1408

DES MCUA Team,

Washington State University contractually agreed to provide \$1,500,000 to BAVIHEALTH through an Affiliation Agreement that was executed on or before August 22, 2018 by all parties, a copy of which has been provided to DES by BAVIHEALTH as part of the MCUA process.

This agreement in Section 4.1.2 calls for BAVIHEALTH to receive four lump sum payments from Washington State University. The payments were scheduled to be made as follows:

- a) A payment in the amount of two hundred fifty thousand dollars (\$250,000) shall be made sixty (60) days after execution of this Agreement;
- b) A payment of two hundred fifty thousand dollars (\$250,000) shall be made sixty (60) days after the payment in (a) above;
- c) A payment of five hundred thousand dollars (\$500,000) shall be made on June 1, 2019; and
- d) A payment of five hundred thousand dollars (\$500,000) shall be made on December 1, 2019.

WSU is supportive of BAVI Health's request to use state contracts as that would provide an avenue for sourcing goods and services at the best value and in line with the sources used by WSU.

Respectfully,

Stacy Pearson
Vice-President and Chief Financial Officer
Washington State University

