



## GRANT AGREEMENT FOR DELIVERY OF PROFESSIONAL SERVICES

This Grant Agreement for Delivery of Professional Services ("**Agreement**") is effective as of the date of the Mayor's signature below and is between the City of Everett, a Washington municipal corporation (*the "City"*), and the Service Provider identified in the Basic Provisions below ("**Service Provider**"). This Agreement is for the purpose of the Service Provider providing services to the City as set forth in the Agreement. This Agreement includes and incorporates the Basic Provisions, the attached General Provisions, the attached scope of work (Exhibit A), and the attached method of payment (Exhibit B).

BASIC PROVISIONS	
Service Provider	Conquer Addiction PLLC DBA Conquer
	809 W Main St. STE C Monroe, WA 98271
	jacobg@conquerclinics.com
City Project Manager	Julie Willie
	City of Everett – Community Development 2930 Wetmore Ave, Suite 10A Everett, WA 98201
	jwillie@everettwa.gov
Brief Summary of Scope of Work	Provide mobile medicine, counseling and peer support to unsheltered Everett residents using opioids and synthetic narcotics.
Completion Date	December 31, 2024
Maximum Grant Amount	\$309,360.00

BASIC PROVISIONS	
Initial Service Provider Insurance Contact Information	State Farm
	360-799-3305
	Carolina.mendez.vadjbn@statefarm.com
State Retirement Systems (must answer both questions)	<p>Does Service Provider have 25 or more employees?</p> <p><b>Answer: No</b></p> <p>If Service Provider has less than 25 employees, did any Service Provider Personnel who will work under this Professional Services Agreement retire under a DRS retirement system?</p> <p><b>Answer: No</b></p> <p>“DRS retirement system” refers to any of the following Public Employers’ Retirement System (PERS), School Employees’ Retirement System (SERS), Teachers’ Retirement System (TRS), and Law Enforcement Officers and Fire Fighters plan (LEOFF).</p> <p>“Service Provider Personnel” includes Service Provider employees and owners (such as shareholders, partners or members). If Service Provider is a sole proprietor, then “Service Provider Personnel” refers to the sole proprietor.</p>

#### END OF BASIC PROVISIONS

IN WITNESS WHEREOF, the City and Service Provider have executed this Agreement, which includes and incorporates the above Basic Provisions, the attached General Provisions, the attached scope of work (Exhibit A), and the attached method of payment (Exhibit B).

**CITY OF EVERETT  
WASHINGTON**

**CONQUER ADDICTION PLLC DBA CONQUER**



\_\_\_\_\_  
Cassie Franklin, Mayor

07/26/2024

\_\_\_\_\_  
Date

ATTEST



\_\_\_\_\_  
Office of the City Clerk

Signature: \_\_\_\_\_



Name of Signer: Jacob Grillo

Signer's Email Address: jacobg@conquerclinics.com

Title of Signer: Mental Health Program Director



APPROVED AS TO FORM  
OFFICE OF THE CITY ATTORNEY

**ATTACHMENT**  
**GRANT AGREEMENT FOR PROFESSIONAL SERVICES**  
**(GENERAL PROVISIONS)**

1. **Engagement of Service Provider.** The City hereby agrees to engage Service Provider, and Service Provider hereby agrees, to perform the work in a competent and professional manner and provide the services described in the Scope of Work attached as Exhibit A. The Scope of Work so identified is hereafter referred to as "Work". Without a written directive of an authorized representative of the City, Service Provider shall not perform any services that are in addition to, or beyond the scope of, the Work.
2. **Intellectual Property Rights.** Reports, drawings, plans, specifications and any other intangible property created in furtherance of the Work are property of the City for all purposes, whether the project for which they are made is executed or not, and may be used by the City for any purpose. Unless otherwise expressly agreed in writing, all intellectual property rights in such documents or intangible property created pursuant to this Agreement, or for the City, belong to the City. Service Provider retains any intellectual property rights in documents and intangible property created by Service Provider prior to engagement, or not created by Service Provider for its performance of this Agreement.
3. **Time of Beginning and Completion of Performance.** This Agreement shall commence as of the date of mutual execution of this Agreement and the Work shall be completed by Completion Date stated in the Basic Provisions.
4. **Compensation and Reimbursement.**
  - A. Service Provider shall be paid such amounts and in such manner as described in Exhibit B.
  - B. Total compensation and reimbursement, including all services and expenses, shall not exceed the Maximum Grant Amount in the Basic Provisions.
  - C. Method of payment shall be as described in Exhibit B. All requests for payment should be sent to the City Project Manager Address in the Basic Provisions or to an address designated by the City Project Manager in writing.
5. **Property Purchased under this Agreement.**
  - A. In all cases in which property or equipment is acquired with funds under this Agreement is sold, such sale must be at fair market value and the proceeds of such sale shall be delivered to the City. In cases where the property or equipment is acquired partially with funds under this Agreement, sale proceeds shall be delivered to the City in proportion to the percentage of Agreement funds used to acquire the property or equipment.
  - B. At the completion of this Agreement, property or equipment acquired, in whole or in part, with funds under this Agreement shall be, at the option of the City: (a) transferred to the City, if purchased in whole with Agreement funds, (b) sold, with the proceeds of such sale delivered to the City as set forth in 5.A above, or (c) if requested by Service Provider, retained by Service Provider after compensating the City an amount equal to the current fair market value of the property or equipment, with credit against such amount in proportion to the percentage of non-Agreement funds used to acquire the property or equipment.
  - C. All property or equipment acquired, in whole or in part, with funds under this Agreement must be insured by Service Provider at 100% replacement value, and Service Provider shall provide evidence thereof at least annually or as otherwise required by the City. In the event of loss, insurance proceeds shall be delivered to the City in same manner as a sale under Section 5.A above.

6. **Submission of Reports and Other Documents.** Service Provider shall submit all reports and other documents as and when specified in the Scope of Work. This information shall be subject to review by the City, and if found to be unacceptable, Service Provider shall correct and deliver to the City any deficient Work at Service Provider's expense with all practical dispatch. Service Provider shall abide by the City's determinations concerning acceptability of Work.
7. **Termination of Contract.** City reserves the right to terminate this Agreement at any time by sending written notice of termination to Service Provider ("Notice"). The Notice shall specify a termination date ("Termination Date"). The Notice shall be effective ("Notice Date") upon the earlier of either actual receipt by Service Provider (whether by email, mail, delivery or other method reasonably calculated to be received by Service Provider in a reasonably prompt manner) or three calendar days after issuance of the Notice. Upon the Notice Date, Service Provider shall immediately commence to end the Work in a reasonable and orderly manner. City does not by this Section waive, release or forego any legal remedy for any violation, breach or non-performance of any of the provision of this Agreement. At its sole option, and without limitation of or prejudice to any other available remedy or recourse, the City may deduct from the final payment due Service Provider (a) any damages, expenses or costs arising out of any such violations, breaches, or non-performance and (b) any other backcharges or credits.
8. **Changes.** The City may, from time to time, unilaterally change the scope of the services of Service Provider to be performed hereunder. Such changes, including any increase or decrease in the scope of work (and resulting increase or decrease in compensation), shall: (a) be made only in writing and signed by an authorized City representative, (b) be explicitly identified as an amendment to this Agreement and (c) become a part of this Agreement.
9. **Subletting/Assignment of Contracts.** Service Provider shall not sublet or assign any of the Work without the express, prior written consent of the City.
10. **Indemnification.** Except as otherwise provided in this Section, Service Provider hereby agrees to defend and indemnify and save harmless the City from any and all Claims arising out of, in connection with, or incident to any negligent or intentional acts, errors, omissions, or conduct by Service Provider (or its employees, agents, representatives or subcontractors/subconsultants) relating to this Agreement, whether such Claims sound in contract, tort, or any other legal theory. Service Provider is obligated to defend and indemnify and save harmless the City pursuant to this Section whether a Claim is asserted directly against the City, or whether it is asserted indirectly against the City, e.g., a Claim is asserted against someone else who then seeks contribution or indemnity from the City. Service Provider's duty to defend and indemnify and save harmless pursuant to this Section is not in any way limited to, or by the extent of, insurance obtained by, obtainable by, or required of Service Provider. Service Provider's obligations under this Section shall not apply to Claims caused by the sole negligence of the City. If (1) RCW 4.24.115 applies to a particular Claim, and (2) such Claim is caused by or results from the concurrent negligence of (a) Service Provider, its employees, subcontractors/subconsultants or agents and (b) the City, then Service Provider's liability under this Section shall be only to the extent of Service Provider's negligence. Solely and expressly for the purpose of its duties to indemnify and defend and save harmless the City, Service Provider specifically waives any immunity it may have under the State Industrial Insurance Law, Title 51 RCW. Service Provider recognizes that this waiver of immunity under Title 51 RCW was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. As used in this Section: (1) "City" includes the City, the City's officers, employees, agents, and representatives and (2) "Claims" include, but is not limited to, any and all losses, penalties, fines, claims, demands, expenses (including, but not limited to, attorney's fees and litigation expenses), suits, judgments, or damages, irrespective of the type of relief sought or demanded, such as money or injunctive relief, and irrespective of whether the

damage alleged is bodily injury, damage to property, economic loss, general damages, special damages, or punitive damages or infringement or misappropriation of any patent, copyright, trade secret, or other proprietary right. If, and to the extent, Service Provider employs or engages subconsultants or subcontractors, then Service Provider shall ensure that each such subconsultant and subcontractor (and subsequent tiers of subconsultants and subcontractors) shall expressly agree to defend and indemnify and save harmless the City to the extent and on the same terms and conditions as Service Provider pursuant to this Section. The provisions of this Section shall survive the termination of this Agreement.

**11. Insurance.**

- A. Service Provider shall comply with the following conditions and procure and keep in force during the term of this Agreement, at Service Provider's own cost and expense, the policies of insurance as set forth in this Section with companies authorized to do business in the State of Washington, which are rated at least "A-" or better and with a numerical rating of no less than seven (7), by A.M. Best Company and which are acceptable to the City.
  - 1. Workers' Compensation Insurance as required by Washington law and Employer's Liability Insurance with limits not less than \$1,000,000 per occurrence. If the City authorizes sublet work, Service Provider shall require each subcontractor to provide Workers' Compensation Insurance for its employees, unless Service Provider covers such employees.
  - 2. Commercial General Liability Insurance on an occurrence basis in an amount not less than \$1,000,000 per occurrence and at least \$2,000,000 in the annual aggregate, including but not limited to: premises/operations (including off-site operations), blanket contractual liability and broad form property damage.
  - 3. Business Automobile Liability Insurance in an amount not less than \$1,000,000 per occurrence, extending to any automobile. A statement certifying that no vehicle will be used in accomplishing this Agreement may be substituted for this insurance requirement.
  - 4. Professional Errors and Omissions Insurance in an amount not less than \$2,000,000 per occurrence and \$2,000,000 in the annual aggregate. Such coverage may be written on a claims made basis.
- B. The above CGL and auto liability policies shall be primary as to the City and shall contain a provision that the policy shall not be canceled or materially changed without 30 days prior written notice to the City. No cancellation provision in any insurance policy shall be construed in derogation of the continuous duty of Service Provider to furnish the required insurance during the term of this Agreement.
- C. Upon written request by the City, the insurer or its agent will furnish, prior to or during any Work being performed, a copy of any policy cited above, certified to be a true and complete copy of the original.
- D. The Description of Operations on the Certificate of Insurance must substantially read as follows: "The above commercial general and auto liability policies are primary as to the City of Everett; have the City of Everett, its officers, employees, agents, and volunteers as additional insureds; and contain a provision that the policy shall not be canceled or materially changed without 30 days prior written notice to the City of Everett."
- E. Prior to Service Provider performing any Work, Service Provider shall provide the City or the City's designee with a Certificate of Insurance acceptable to the City Attorney evidencing the required insurance. Service Provider shall provide the City or the City's designee with either (1) a true copy of an endorsement naming the City of Everett, its officers, employees, agents and volunteers as Additional Insureds on the Commercial General Liability Insurance policy

and the Business Automobile Liability Insurance policy with respect to the operations performed and services provided under this Agreement and that such insurance shall apply as primary insurance on behalf of such Additional Insureds or (2) a true copy of the blanket additional insured clause from the policies. Receipt by the City or the City's designee of any certificate showing less coverage than required is not a waiver of Service Provider's obligations to fulfill the requirements.

- F. If the policy listed above, Professional Errors and Omissions Insurance, is on a claims made policy form, the retroactive date on the policy shall be the effective date of this Agreement or prior. The retroactive date of any subsequent renewal of such policy shall be the same as the original policy provided. The extended reporting or discovery period on a claims made policy form shall not be less than 36 months following expiration of the policy.
  - G. Service Provider certifies that it is aware of the provisions of Title 51 of the Revised Code of Washington that requires every employer to be insured against liability of Workers' Compensation, or to undertake self-insurance in accordance with the provisions of that Title. Service Provider shall comply with the provisions of Title 51 of the Revised Code of Washington before commencing the performance of the Work. Service Provider shall provide the City with evidence of Workers' Compensation Insurance (or evidence of qualified self-insurance) before any Work is commenced.
  - H. In case of the breach of any provision of this Section, the City may, at its option and with no obligation to do so, provide and maintain at the expense of Service Provider, such types of insurance in the name of Service Provider, and with such insurers, as the City may deem proper, and may deduct the cost of providing and maintaining such insurance from any sums which may be found or become due to Service Provider under this Agreement or may demand Service Provider to promptly reimburse the City for such cost.
12. **Risk of Loss.** Service Provider shall be solely responsible for the safety of its employees, agents and subcontractors in the performance of the work hereunder and shall take all protections reasonably necessary for that purpose. All work shall be done at Service Provider's own risk, and Service Provider shall be solely responsible for any loss of or damage to Service Provider's materials, tools, or other articles used or held for use in connection with the work.
13. **Independent Contractor.**
- A. This Agreement neither constitutes nor creates an employer-employee relationship. Service Provider must provide services under this Agreement as an independent contractor. Service Provider must comply with all federal and state laws and regulations applicable to independent contractors including, but not limited to, the requirements listed in this Section. Service Provider agrees to indemnify and defend the City from and against any claims, valid or otherwise, made against the City because of these obligations.
  - B. In addition to the other requirements of this Section, if Service Provider is a sole proprietor, Service Provider agrees that Service Provider is not an employee or worker of the City under Chapter 51 of the Revised Code of Washington, Industrial Insurance for the service performed in accordance with this Agreement, by certifying to the following:
    - (1) Service Provider is free from control or direction over the performance of the service; and
    - (2) The service performed is outside the usual course of business for the City, or will not be performed at any place of business of the City, or Service Provider is responsible for the costs of the principal place of business from which the service is performed; and
    - (3) Service Provider is customarily engaged in an independently established business of the same nature as the service performed, or has a principal place of business

- for the service performed that is eligible for a business deduction for federal income tax purposes; and
- (4) On the effective date of this Agreement, Service Provider is responsible for filing a schedule of expenses, for the next applicable filing period, with the internal revenue service for the type of service performed; and
  - (5) By the effective date of this Agreement or within a reasonable time thereafter, Service Provider has established an account with the department of revenue and other state agencies, where required, for the service performed for the payment of all state taxes normally paid by employers and businesses and has registered for and received a unified business identifier number from the state of Washington; and
  - (6) By the effective date of this Agreement, Service Provider is maintaining a separate set of records that reflect all items of income and expenses of the services performed.
- C. Any and all employees of Service Provider, while engaged in the performance of any Work, shall be considered employees of only Service Provider and not employees of the City. Service Provider shall be solely liable for any and all claims that may or might arise under the Worker's Compensation Act on behalf of such employees or Service Provider, while so engaged and for any and all claims made by a third party as a consequence of any negligent act or omission on the part of Service Provider's employees, while so engaged on any of the Work.
  - D. Service Provider shall comply with all applicable provisions of the Fair Labor Standards Act and other legislation affecting its employees and the rules and regulations issued thereunder insofar as applicable to its employees and shall at all times save the City free, clear and harmless from all actions, claims, demands and expenses arising out of such act, and rules and regulations that are or may be promulgated in connection therewith.
  - E. Service Provider assumes full responsibility for the payment of all payroll taxes, use, sales, income, or other form of taxes (such as state and, city business and occupation taxes), fees, licenses, excises or payments required by any city, federal or state legislation which are now or may during the term of the Agreement be enacted as to all persons employed by Service Provider and as to all duties, activities and requirements by Service Provider in performance of the Work and Service Provider shall assume exclusive liability therefor, and meet all requirements thereunder pursuant to any rules or regulations that are now or may be promulgated in connection therewith.
14. **Employment/Conflict of Interest.** Service Provider warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Service Provider, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Service Provider, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee. Further, it is recognized that Service Provider may or will be performing professional services during the term of this Agreement for other parties; however, such performance of other services shall not conflict with or interfere with Service Provider's ability to perform the Work. Service Provider agrees to resolve any such conflicts of interest in favor of the City.



15. **Audits and Inspections.** At any time during normal business hours and as often as the City may deem necessary, Service Provider shall make available to the City for the City's examination all of Service Provider's records and documents with respect to all matters covered by this Agreement and, furthermore, Service Provider will permit the City to audit, examine and make copies, excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.
16. **City of Everett Business License.** Service Provider agrees to obtain a City of Everett business license prior to performing any work pursuant to this Agreement.
17. **State of Washington Requirements.** Service Provider agrees to register and obtain any State of Washington business licenses, Department of Revenue account and/or unified business identifier number as required by RCW 50.04.140 and 51.08.195 prior to performing any work pursuant to this Agreement.
18. **Compliance with Federal, State and Local Laws.** Service Provider shall comply with and obey all federal, state and local laws, regulations, and ordinances applicable to the operation of its business and to its performance of work hereunder.
19. **Compliance with the Washington State Public Records Act.** Service Provider acknowledges that the City is subject to the Public Records Act, chapter 42.56 RCW (the "Act"). All records owned, used or retained by the City are public records subject to disclosure unless exempt under the Act, whether or not such records are in the possession or control of the City or Service Provider. Service Provider shall cooperate with the City so that the City may comply with all of its obligations under the Act. Within ten (10) days after receipt of notice from the City, Service Provider shall deliver to the City copies of all records relating to this Agreement or relating to the Work that the City determines qualify as the City's public records under the Act. If the City receives a public records request relating to this Agreement or relating to the Work, the City shall seek to provide notice to Service Provider at least ten (10) days before the City releases records pursuant to such public records request, but in no event will the City have any liability to Service Provider for any failure of the City to provide such notice. In addition to its other indemnification and defense obligations under this Agreement, Service Provider shall indemnify and defend the City from and against any and all losses, penalties, fines, claims, demands, expenses (including, but not limited to, attorney's fees and litigation expenses), suits, judgments, or damage arising from or relating to any failure of Service Provider to comply with this Section. This Section is subject to Health Insurance Portability and Accountability Act, as applicable.
20. **Compliance with Grant/Loan Terms and Conditions.** Service Provider shall comply with any and all terms, conditions, terms and requirements of any federal, state or other agency grant or loan that wholly or partially funds Service Provider's work hereunder. If the grant or loan requires that the agency be a third party beneficiary to this Agreement, then the agency is a third party beneficiary to this Agreement.
21. **Equal Employment Opportunity.** Service Provider shall not discriminate against any employee, applicant for employment, or other person on the basis of race, color, religion, sex, age, disability, marital state, or national origin or other circumstance prohibited by applicable federal, state, or local law or ordinance. Service Provider shall comply with and shall not violate any applicable provisions of Chapter 49.60 RCW, Title VI of the Civil Rights Act of 1964, and all applicable federal, state, or local law or ordinance regarding non-discrimination.
22. **Waiver.** Any waiver by Service Provider or the City or the breach of any provision of this Agreement by the other party will not operate, or be construed, as a waiver of any subsequent breach by either party or prevent either party from thereafter enforcing any such provisions.

23. **Complete Agreement.** This Agreement contains the complete and integrated understanding and agreement between the parties and supersedes any understanding, agreement or negotiation whether oral or written not set forth herein.
24. **Modification of Agreement.** This Agreement may only be modified as provided in Section 8, or by a writing explicitly identified as a modification or amendment of this Agreement that is signed by authorized representatives of the City and Service Provider.
25. **Severability.** If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void, insofar as it is in conflict with said laws, and the remainder of the Agreement shall remain in full force and effect.
26. **Notices.**  
A. Notices to the City shall be sent to the City Project Manager address in the Basic Provisions.  
B. Notices to Service Provider shall be sent to its address in the Basic Provisions.
27. **Venue.** Venue for any lawsuit arising out of this Agreement shall be in the Superior Court of Snohomish County, Washington.
28. **Governing Law.** The laws of the State of Washington, without giving effect to principles of conflict of laws, govern all matters arising out of or relating to this Agreement.
29. **City Marks.** Service Provider will not use any trade name, trademark, service mark, or logo of the City (or any name, mark, or logo confusingly similar thereto) in any advertising, promotions, or otherwise, without the City's express prior written consent.
30. **No Personal Liability.** No officer, agent or employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.
31. **Federal Debarment.** Service Provider shall immediately notify the City of any suspension or debarment or other action that excludes Service Provider or any Service Provider subcontractor from participation in Federal contracting. Service Provider shall verify all subcontractors that are intended and/or used by Service Provider for performance of Work are in good standing and are not debarred, suspended or otherwise ineligible by the Federal Government. Debarment shall be verified at <https://www.epls.gov/eplsearch.do>. Service Provider shall keep proof of such verification within Service Provider records.
32. **Signature/Counterparts.** This Agreement and any amendment thereto may be signed in counterparts, each of which shall be deemed an original, and all of which, taken together, shall be deemed one and the same document. AdobeSign signatures are fully binding. Any ink, electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as an original signature.

#### **END OF GENERAL PROVISIONS**

**EXHIBIT A**  
**GRANT AGREEMENT FOR PROFESSIONAL SERVICES**  
**SCOPE OF WORK**

**I. Introduction**

The Emergency Mobile Opioid Team in Everett (EMOTE) will meet patients where they are – physically, mentally and emotionally – and bring medicine, counseling and peer support to neighbors who have given up on traditional office-based care. By leveraging experience with both peer outreach and individualized approaches to treatment, EMOTE will:

- Increase the number of unhoused individuals receiving addiction treatment
- Increase health insurance uptake
- Reduce crisis interventions (emergency transfer, 911 calls, arrests)
- Provide an alternative municipal response to drug use
- Enable inpatient and outpatient treatment via telemedicine or transport

**II. Program Summary**

This scope of work outlines a pilot of the Emergency Mobile Opioid Team in Everett, which will introduce an innovative combination of street outreach, MOUD, and uncomplicated medical care that addresses the basic needs of our neighbors suffering from opioid addiction. The central pillars of this effort include:

- A. Providing in-person and telehealth opioid use counseling,
- B. Medication prescription for OUD and affiliated medical needs,
- C. Health services and harm reduction counseling,
- D. Referrals to primary care and MOUD providers, and
- E. Extensive coordination with services already providing care in Everett and surrounding areas.

The pilot is intended to last two years, with this Agreement covering until December 31, 2024.

**III. Objectives**

- A. Build Trust and Community Engagement
- B. Increase Access to Opioid Treatment
- C. Improve Health Outcomes
- D. Divert Care from Emergency Services
- E. Reduce the Consequences of Public Drug Use

#### **IV. Scope**

- A. Provide in-person and telehealth opioid use counseling. Patients will receive same day telemedicine, or in person visits where they are, or will be transported to an appointment for initial or follow-up appointments at Conquer Clinics, or the Swedish Edmonds Bridge Clinic.
- B. Patients will receive prescriptions for buprenorphine and medicines to treat affiliated needs, including skin infections and chronic conditions.
- C. Provide health education and harm reduction counseling via peer delivered advice.
- D. Make referrals to primary care and MOUD providers in Everett including at the SeaMar, CHC, and WSU at Providence clinics. Ideal Option, Conquer Addiction, Compass, Providence and numerous other providers can continue MOUD if patients prefer.
- E. Interface with existing and to-be-developed dispatch system linking the EMOTE service to community support team of city social workers, police and fire responders, as needed.
- F. Each person providing services under this scope must maintain any professional licensure necessary for those services. With respect to medical personnel, the City may require insurance in addition to the insurance requirements elsewhere in the Agreement. Medical services may not commence until Service Provider has all required medical-related insurance (malpractice/E&O) in place.
- G. To the extent applicable, the Service Provider will comply with HIPAA and all medical privacy laws.

#### **V. Timeline and Clinical Care**

The EMOTE pilot is anticipated to last a minimum of two years. The first phase of the program will consist of building programmatic infrastructure, including acquiring, outfitting and branding a vehicle, hiring and training an SUD peer, and aligning insurance coverage with the goals of the service. Once established, the EMOTE team would begin with 5 day a week service with 1-2 days/week supported by an in-person provider (MD, PA-C, or ARNP) and the remainder of time with service provided by a certified peer counselor. Field shifts would be 4-6 hours in duration to account for setup and transportation. Peers would maintain an ongoing care panel of 10 patients in addition to the daily outreach tasks. Data review by City staff may occur every 3 months to provide ongoing process improvement.

#### **VI. Evaluation of Impact**

A comprehensive assessment of the impact of EMOTE will be undertaken quarterly, at a minimum, to identify its impact on community provided opioid addiction care, to provide ongoing process improvement, and to identify avenues for long term viability of the program. We will contract with Collective Medical to use the Washington Emergency Department

Information Exchange (EDIE) to safely track our prescriptions and repeat use. Base metrics will include:

- A. Number of Discrete Contacts
- B. Number of MOUD Prescriptions
- C. Number of Referrals to Community Partners
- D. Emergency Department Visits
- E. Billable Encounters

Derived metrics tracked will include:

- A. Contacts per Day
- B. Number of Patients Registering for Insurance
- C. Referrals per Patient
- D. Percentage of Peer Navigation Panel Housed

In addition to tracking these metrics, regular qualitative assessments will be undertaken by City Staff, so as to improve integration of the service into the community network of care for unhoused individuals in Everett.

## **VII. Budget Narrative**

(For a full budget schedule of expenditures, refer to **Exhibit B** of the agreement.)

Connecting with the vulnerable population of fentanyl-using individuals who also struggle with access to housing and other social services will require an investment of personnel, infrastructure and relationships. By partnering with additional services while leveraging the success of established service providers and non-profits, we offer a budget that has cost savings built in due to clinical referrals and shared expenses. A core goal is to evaluate the viability of ongoing services beyond the pilot.

## **VIII. Management Plan**

In performing services under this contract, the Service Provider shall also comply with the Management Plan approved by the City of Everett pursuant to Everett Municipal Code 19.08.200 or other law, as such Management Plan may be amended, and any conditions or other requirements executed by the City.

**EXHIBIT B**  
**GRANT AGREEMENT FOR PROFESSIONAL SERVICES**  
**METHOD OF PAYMENT**

The total amount to be paid by the City under this Agreement shall not exceed the Maximum Grant Amount (**\$309,360.00**). Drawdowns for the payment of eligible expenses shall be made against the line item budget specified below and in accordance with performance.

In reliance upon the Service Provider's representations and warranties, and subject to the terms and conditions contained in this Agreement, the City hereby agrees to cause funds to be advanced to the Service Provider in a maximum amount equal to **Sixty-Five Thousand Dollars (\$65,000)**, solely for the purposes set forth in the Scope of Work attached to this Agreement and pursuant to the "Startup Expenses" listed below. The Service Provider must obtain approval from the City prior to any purchases with advanced payment funds and will submit sufficient backup documentation for any advanced payments purchases within 30 days of expenditure. With respect to the Vehicle purchase, the City: (1) reserves the right to make payment directly to the vehicle seller or by joint check, (2) obtains a security interest in the Vehicle in the amount of Agreement funds used for the Vehicle, and (3) reserves the right to be named as legal owner/lienholder on the vehicle title application and vehicle title. Effective upon purchase of the Vehicle, the Service Provider must have obtained the automobile liability insurance required under the General Provisions and must have obtained collision and comprehensive coverage for the Vehicle.

All other expenses will be incurred under the "Operational Expenses" listed below and will be paid on a reimbursement basis. Requests for reimbursement must be in the format acceptable to the City of Everett. Requests for reimbursement shall be submitted to the City no less than monthly following execution of this Agreement unless otherwise approved by the Community Development Director or designee.

Service Provider shall have the right to receive funds only pursuant to the terms and conditions of this Agreement.

**PROGRAM BUDGET**

STARTUP EXPENSES		
Vehicle	Itemized Expense	Sub Total
Vehicle Purchase	\$ 35,000.00	\$ 37,500.00
Vehicle Wrap	2,000.00	
Resources and Supplies	500.00	
Technology Support		
Tablets (2) with Cellular/Data Capability	\$1,000.00	\$ 2,650.00
Telephone	650.00	
Collective Medical Subscription	1,000.00	
Administrative		
Startup Office Supplies (Business cards, flyers, etc.)	\$600.00	\$ 24,850.00
Website Creation and Launch	1,000.00	

Legal Counsel	1,500.00	
E&O Insurance	6,000.00	
Medical Director	15,750.00	
<b>TOTAL STARTUP EXPENSES</b>		<b>\$ 65,000.00</b>

<b>OPERATIONAL EXPENSES</b>		
<b>Vehicle Use</b>	<b>Monthly</b>	<b>Contract Total</b>
Insurance	\$400.00	\$3,200.00
Gasoline	1,200.00	9,600.00
Vehicle Maintenance	250.00	2,000.00
Cleaning	50.00	400.00
<b>TOTAL</b>	<b>\$1,900.00</b>	<b>\$15,200.00</b>
<b>Technology Support</b>		
Cellular Plan	\$200.00	\$1,600.00
Telehealth Subscription	250.00	2,000.00
<b>TOTAL</b>	<b>\$450.00</b>	<b>\$3,600.00</b>
<b>Medical Supplies</b>		
Supplies (Gloves, Swabs, Pads, etc.)	\$250.00	\$2,000.00
Fentanyl Test Strips	1,000.00	8,000.00
<b>TOTAL</b>	<b>\$1,250.00</b>	<b>\$10,000.00</b>
<b>Support Items</b>		
Socks and Underwear	\$300.00	\$2,400.00
Resource Pamphlets	25.00	200.00
<b>TOTAL</b>	<b>\$325.00</b>	<b>\$2,600.00</b>
<b>Provider Expenses</b>		
Peer Counselor 1	\$8,960.00	\$71,680.00
Peer Counselor 2	8,960.00	71,680.00
0.2 FTE LIP	4,800.00	38,400.00
Malpractice Insurance for LIP	300.00	2,400.00
<b>TOTAL</b>	<b>\$23,020.00</b>	<b>\$184,160.00</b>
<b>Administrative Expenses</b>		
Business Management	\$600.00	\$4,800.00
Medical Services Director	1,750.00	14,000.00
Contingency	1,250.00	10,000.00
<b>TOTAL</b>	<b>\$3,600.00</b>	<b>\$28,800.00</b>
<b>TOTAL OPERATIONAL EXPENSES</b>		<b>\$244,360.00</b>
<b>TOTAL BUDGET</b>		<b>\$309,360.00</b>

**BUSINESS ASSOCIATE AGREEMENT**  
**Between City of Everett and between Conquer Addiction PLLC DBA Conquer**

This Business Associate is between Conquer Addiction PLLC DBA Conquer ("Covered Entity") and the City of Everett ("City") is dated as of date of last signature below,

**A. Definitions**

Catch-all Definition. The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

Specific definitions:

(a) Business Associate. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean between Conquer Addiction PLLC DBA Conquer.

(b) Covered Entity. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean the City of Everett as to its activities related to the PSA.

(c) HIPAA Rules. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

(d) Grant Agreement for Delivery of Professional Services. "PSA" will mean that certain Grant Agreement for Delivery of Professional Services Agreement executed by the Parties as of the date hereof.

**B. Obligations of Business Associate**

Business Associate agrees to:

1. Not use or disclose protected health information other than as permitted or required by the Agreement or as required by law;
2. Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by the Agreement;
3. Report to Covered Entity any use or disclosure of protected health information not provided for by the Agreement of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which it becomes aware;
4. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the business associate agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information;
5. Make PHI and PII in a designated record set available to the Covered Entity and to an individual who has a right of access in a manner that satisfies the Covered Entity's



obligations to provide access to PHI and PII in accordance with 45 CFR §164.524 within 30 days of a request;

6. Make any amendment(s) to protected health information in a designated record set as directed or agreed to by the covered entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 CFR 164.526;
7. Maintain and make available information required to provide an accounting of disclosures to the Covered Entity or an individual who has a right to an accounting within 60 days and as necessary to satisfy the Covered Entity's obligations under 45 CFR §164.528.
8. To the extent the Business Associate is to carry out one or more of covered entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s); and
9. Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

**C. Permitted Uses and Disclosures by Business Associate**

1. Business Associate may only use or disclose protected health information to the extent necessary to perform the services required under the PSA.
2. Business Associate may use or disclose protected health information as required by law.
3. Business Associate agrees to make uses and disclosures and requests for protected health information consistent with Covered Entity's minimum necessary policies and procedures.
4. Business Associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by Covered Entity.

**D. Term and Termination**

1. The Term of this Agreement shall be effective as of the date of last signature below, and shall terminate on date that the PSA terminates or on the date covered entity terminates for cause as authorized in paragraph D.2 of this Section, whichever is sooner.
2. The Covered Entity may terminate this Agreement if the Covered Entity determines that Business Associate has violated a material term of this Agreement.
3. Upon termination of this Agreement for any reason, Business Associate shall return to Covered Entity all protected health information received from Covered Entity, or created, maintained, or received by business associate on behalf of covered entity, that the business associate still maintains in any form. Business Associate shall retain no copies of the protected health information.
4. The obligations of Business Associate under this Section D shall survive the termination of this Agreement.

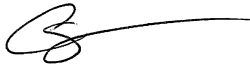
**E. Miscellaneous**

1. Regulatory References. A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.

2. Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.
3. Interpretation. Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules.

**CITY OF EVERETT  
WASHINGTON**

**CONQUER ADDICTION PLLC DBA CONQUER**



\_\_\_\_\_  
Cassie Franklin, Mayor

07/26/2024

\_\_\_\_\_  
Date

ATTEST



\_\_\_\_\_  
Office of the City Clerk

Signature: \_\_\_\_\_



Name of Signer: Jacob Grillo

Signer's Email Address: jacobg@conquerclinics.com

Title of Signer: Mental Health Program Director



STANDARD DOCUMENT  
APPROVED AS TO FORM  
OFFICE OF THE CITY ATTORNEY  
EVERETT FEBRUARY 21, 2024












# EMOTE PSA with BAA\_7.12.2024\_SD

Final Audit Report

2024-07-29

Created:	2024-07-25
By:	Marista Jorve (mjorve@everettwa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAvdGBBGzGkusQ-fJu4wGiUKq_XHvH5Brs

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-  Document created by Marista Jorve (mjorve@everettwa.gov)  
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2024-07-26 - 0:09:28 AM GMT
-  Signer jacobg@conquerclinics.com entered name at signing as Jacob Grillo  
2024-07-26 - 0:11:48 AM GMT
-  Document e-signed by Jacob Grillo (jacobg@conquerclinics.com)  
Signature Date: 2024-07-26 - 0:11:50 AM GMT - Time Source: server
-  Document emailed to Colin Olivers (COlivers@everettwa.gov) for approval  
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 Document e-signed by Marista Jorve (mjorve@everettwa.gov)

Signature Date: 2024-07-29 - 2:11:36 PM GMT - Time Source: server

 Agreement completed.

2024-07-29 - 2:11:36 PM GMT