



**PROFESSIONAL SERVICES
CONTRACT for
A Street Medicine Team Pilot
Program**

Subcontract to HCA Contract Number:
K7759

THIS CONTRACT is made by and between the City of Everett and Conquer Addiction PLLC dba Conquer . This Contract is in connection with the Professional Services Contract between the Washington State Health Care Authority, and City of Everett dated 09/24/2024, which is referred to herein as the “**Master Contract.**” In this Contract, the Washington State Health Care Authority is referred to as “**HCA**”, the City of Everett is referred to as the “**City**,” and Conquer Addiction PLLC dba Conquer is referred to as “**Conquer.**” **This Contract is a subcontract to the Master Contract.**

CONQUER Conquer Addiction PLLC dba Conquer		DOING BUSINESS AS (DBA)		
CONQUER ADDRESS	Street	City	State	Zip Code
809 W Main St. Ste C		Monroe	WA	98272
CONQUER CONTACT Jacob Grillo	CONQUER TELEPHONE 425-387-1863	CONQUER E-MAIL ADDRESS jacobg@conquerclinics.com		



CITY City of Everett				
CITY ADDRESS	Street	City	State	Zip Code
2930 WETMORE AVE, SUITE 10A		EVERETT	WA	98201
CITY CONTACT Julie Willie	CITY TELEPHONE 425-257-7120	CITY E-MAIL ADDRESS jwillie@everettwa.gov		

HCA PROGRAM Clinical Quality and Care Transformation	HCA DIVISION/SECTION CLSOPS
HCA CONTACT NAME AND TITLE Rob McDonough, Contract Manager	HCA CONTACT ADDRESS Health Care Authority 626 8th Avenue SE Olympia, WA 98504
HCA CONTACT TELEPHONE (360) 725-5135	HCA CONTACT E-MAIL ADDRESS Rob.mcdonough@hca.wa.gov

CONTRACT START DATE July 1, 2024	CONTRACT END DATE June 30, 2025	TOTAL MAXIMUM CONTRACT AMOUNT \$450,000.00
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PURPOSE OF CONTRACT:
The purpose of this contract is to establish a subcontract for a street medicine team pilot program in accordance with the Master Contract.

The parties signing below warrant that they have read and understand this Contract and have authority to execute this Contract. This Contract will only be binding upon signature by both parties. The parties may execute this contract in multiple counterparts, each of which is deemed an original and all of which constitute only one agreement. E-mail (electronic mail) transmission of a signed copy of this contract shall be the same as delivery of an original. Signatures with AdobeSign by the parties are fully binding.

CITY OF EVERETT WASHINGTON SIGNATURE	SIGNATURE	DATE SIGNED
Cassie Franklin Mayor		10/02/2024
CONQUER ADDICTION PLLC DBA CONQUER SIGNATURE	SIGNATURE	DATE SIGNED
Jacob Grillo Mental Health Program Director		10/02/2024

Attest:

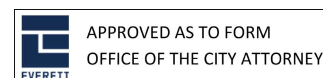


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Recitals

The State of Washington, acting by and through the Health Care Authority (HCA), entered into the Master Contract with the City of Everett to secure the creation of a street medicine team pilot program in accordance with the legislative mandate in ESSB 5950; and

The City has determined that entering into this Contract will meet the need to establish such a street medicine program. This Contract is a subcontract to the Master Contract.

IN CONSIDERATION of the mutual promises as set forth in this Contract, the parties agree as follows:

1. **STATEMENT OF WORK (SOW)**

Conquer will provide the services and staff as described in Attachment 1: *Statement of Work*.

2. **DEFINITIONS**

“Authorized Representative” means a person to whom signature authority has been delegated in writing acting within the limits of his/her authority.

“Authorized User” means an individual or individuals with an authorized business need to access HCA’s or the City’s Confidential Information under this Contract.

“Business Associate” means a Business Associate as defined in 45 C.F.R. § 160.103, who performs or assists in the performance of an activity for or on behalf of HCA or the City, that involves the use or Disclosure of Protected Health Information (PHI). Any reference to Business Associate in this Contract includes Business Associate’s employees, agents, officers, Conquer Subcontractors, third party contractors, volunteers, or directors.

“Business Associate Agreement” or **“BAA”** means an agreement that includes the Business Associate provisions required by the U.S. Department of Health and Human Services, Office for Civil Rights.

“Business Days” means Monday through Friday, 8:00 a.m. to 5:00 p.m., Pacific Time, except for holidays observed by the state of Washington.

“Centers for Medicare and Medicaid Services” or **“CMS”** means the federal office under the Secretary of the United States Department of Health and Human Services, responsible for the Medicare and Medicaid programs.

“C.F.R.” means the Code of Federal Regulations. All references in this Contract to C.F.R. chapters or sections include any successor, amended, or replacement regulation. The C.F.R. may be accessed at [http://www.eC.F.R..gov/cgi-bin/EC.F.R.?page=browse. .](http://www.eC.F.R..gov/cgi-bin/EC.F.R.?page=browse.)

“Client” means an individual who is eligible for or receiving services through HCA program(s), including the services provided under this Contract as a subcontract to the Master Contract.

“Confidential Information” means information that is exempt from disclosure to the public or other unauthorized persons under chapter 42.56 RCW or other federal or state laws. Confidential Information comprises both Category 3 and Category 4 Data which includes, but is not limited to, Personal Information and Protected Health Information. For the purposes of this Contract, Confidential Information means the same as “Data”.

“Contract” means this Contract document and all schedules, exhibits, attachments, incorporated documents and amendments.

“Contract Administrator” means the City individual designated to receive legal notices and to administer, amend, or terminate this Contract.

“Contract Manager” means the City individual identified on the cover page of this Contract who will provide oversight of the activities conducted under this Contract.

“Conquer” means Conquer Addiction PLLC dba Conquer, its employees and agents. Conquer includes any firm, provider, organization, individual or other entity performing services under this Contract. It also includes any Subcontractor retained by Conquer as permitted under the terms of this Contract.

“Covered Entity” has the same meaning as defined in 45 C.F.R. 160.103.

“Data” means information produced, furnished, acquired, or used by Conquer in meeting requirements under this Contract. Confidential Information, Personal Information, and Protected Health Information are all considered Data for the purposes of this Contract.

“Data Breach” means the acquisition, access, use, or Disclosure of Data in a manner not permitted under law or by this Contract, including but not limited to the HIPAA Privacy Rule which compromises the security or privacy of the Protected Health Information, with the exclusions and exceptions listed in 45 C.F.R. 164.402.

“Designated Record Set” means a group of records maintained by or for a Covered Entity, that is: the medical and billing records about individuals maintained by or for a covered health care provider; the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or used in whole or part by or for the Covered Entity to make decisions about individuals.

“Disclosure” means the release, transfer, provision of, access to, or divulging in any other manner of information outside the entity holding the information.

“Effective Date” means the first date this Contract is in full force and effect. It may be a specific date agreed to by the parties; or, if not so specified, the date of the last signature of a party to this Contract.

“Electronic Protected Health Information” or **“ePHI”** means Protected Health Information that is transmitted by electronic media or maintained in any medium described in the definition of electronic media at 45 C.F.R. § 160.103.

“HCA Contract Manager” means the individual identified on the cover page of this Contract who will provide oversight of the City’s activities conducted under the Master Contract.

“Health Care Authority” or **“HCA”** means the Washington State Health Care Authority, any division, section, office, unit or other entity of HCA, or any of the officers or other officials lawfully representing HCA.

“HIPAA” means the Health Insurance Portability and Accountability Act of 1996, as codified at 42 USC 1320d-d8, as amended, and its attendant regulations as promulgated by the U.S. Department of Health and Human Services (HHS), the Centers for Medicare and Medicaid Services, the HHS Office of the Inspector General, and the HHS Office for Civil Rights. HIPAA includes the Privacy, Security, Breach Notification, and Enforcement Rules at 45 C.F.R. Part 160 and Part 164.

“Individual(s)” means the person(s) who is the subject of PHI and includes a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).

“Information and Communication Technology” or **“ICT”** means information technology and other equipment, systems, technologies, or processes, for which the principal function is the creation, manipulation, storage, display, receipt, or transmission of electronic data and information, as well as any associated content. Examples include computers and peripheral equipment; information kiosks and transaction machines; telecommunications equipment; customer premises equipment; multifunction office machines; software; applications; websites; videos; and electronic documents.

“Limited Data Set(s)” means a data set that meets the requirements of 45 C.F.R. §§ 164.514(e)(2) and 164.514(e)(3).

“Master Contract” means this Professional Services Contract between the Washington State Health Care Authority, and City of Everett dated 09/24/2024, and all schedules, exhibits, attachments, incorporated documents and amendments.

“Minimum Necessary” means the least amount of PHI necessary to accomplish the purpose for which the PHI is needed.

“Overpayment” means any payment or benefit to the Conquer in excess of that to which

the Conquer is entitled by law, rule, or this Contract, including amounts in dispute.

“Permissible Use” means only those uses authorized in this Contract and as specifically defined herein.

“Personal Information” means information identifiable to any person, including, but not limited to, information that relates to a person’s name, health, finances, education, business, use or receipt of governmental services or other activities, addresses (including or excluding zip code), telephone numbers, social security numbers, driver’s license numbers, credit card numbers, any other identifying numbers, and any financial identifiers.

“Proprietary Information” refers to any information which has commercial value and is either: (1) technical information, including patent, copyright, trade secret, and other proprietary information, techniques, sketches, drawings, models, inventions, know-how, processes, apparatus, equipment, algorithms, software programs, software source documents, and formulae related to the current, future, and proposed products and services; or (2) non-technical information relating to products, including without limitation pricing, margins, merchandising plans and strategies, finances, financial and accounting data and information, suppliers, customers, customer lists, purchasing data, sales and marketing plans, future business plans, and any other information which is proprietary and confidential.

“Protected Health Information” or **“PHI”** means information that relates to the provision of health care to an individual; the past, present, or future physical or mental health or condition of an individual; or past, present or future payment for provision of health care to an individual. 45 C.F.R. 160 and 164. PHI includes demographic information that identifies the individual or about which there is reasonable basis to believe, can be used to identify the individual. 45 C.F.R. 160.103. PHI is information transmitted, maintained, or stored in any form or medium. 45 C.F.R. 164.501. PHI does not include education records covered by the Family Educational Right and Privacy Act, as amended, 20 USC 1232g(a)(4)(b)(iv)..

“RCW” means the Revised Code of Washington. All references in this Contract to RCW chapters or sections include any successor, amended, or replacement statute. Pertinent RCW chapters can be accessed at: <http://apps.leg.wa.gov/rcw/>.

“Regulation” means any federal, state, or local regulation, rule, or ordinance.

“Statement of Work” or **“SOW”** means a detailed description of the work activities the Conquer is required to perform under the terms and conditions of this Contract, including the deliverables and timeline, and is Attachment 1 hereto.

“Subcontract” means any separate agreement or contract between Conquer and an individual or entity to perform any duties that give rise to a business requirement to access the Data that is the subject of this Contract.

“**Subcontractor**” means a person or entity that is not in the employment of Conquer, who is performing all or part of the business activities under this Contract under a separate contract with Conquer. The term “Subcontractor” means subcontractor(s) of Conquer of any tier.

“**USC**” means the United States Code. All references in this Contract to USC chapters or sections will include any successor, amended, or replacement statute. The USC may be accessed at <http://uscode.house.gov/>

“**WAC**” means the Washington Administrative Code. All references to WAC chapters or sections will include any successor, amended, or replacement regulation. Pertinent WACs may be accessed at: <http://app.leg.wa.gov/wac/>.

3. SPECIAL TERMS AND CONDITIONS

3.1 PERFORMANCE EXPECTATIONS

Expected performance under this Contract includes, but is not limited to, the following:

- 3.1.1 Knowledge of applicable state and federal laws and regulations pertaining to subject of Contract;
- 3.1.2 Use of professional judgment;
- 3.1.3 Collaboration with City staff (and also HCA staff as requested by the City) in Conquer’s conduct of the services;
- 3.1.4 Conformance with City and HCA directions regarding the delivery of the services;
- 3.1.5 Timely, accurate and informed communications;
- 3.1.6 Regular completion and updating of project plans, reports, documentation and communications;
- 3.1.7 Regular, punctual attendance at all meetings; and
- 3.1.8 Provision of high-quality services.

Prior to payment of invoices, the City will review and evaluate the performance of Conquer in accordance with Contract and these performance expectations and may withhold payment if expectations are not met or Conquer’s performance is unsatisfactory.

3.2 TERM

- 3.2.1 The initial term of the Contract will commence on July 1, 2024 and continue through June 30, 2025 unless terminated sooner as provided herein.
- 3.2.2 This Contract may be extended for up to three (3) additional two (2)-year periods by mutually agreed amendment in whatever time increments the City deems

appropriate. No change in terms and conditions will be permitted during these extensions unless specifically agreed to in writing.

- 3.2.3 Work performed without a contract or amendment signed by the authorized representatives of both parties will be at the sole risk of Conquer. The City will not pay any costs incurred before a contract or any subsequent amendment(s) is fully executed.

3.3 COMPENSATION

- 3.3.1 The parties have determined the cost of accomplishing the work herein will not exceed \$450,000.00, inclusive of all fees, taxes, and expenses. Compensation for satisfactory performance of the work will not exceed this amount unless the parties agree to a higher amount through an amendment.
- 3.3.2 Conquer's compensation for services rendered will be based on the following rates or in accordance with the following terms as described in Attachment 1: *Statement of Work* and with the budget items listed in Attachment 2: Budget.
- 3.3.3 Conquer travel reimbursement, if any, is included in the total compensation. Conquer travel reimbursement is limited to the then-current rules, regulations, and guidelines for State employees published by the Washington State Office of Financial Management in the Washington State Administrative and Accounting Manual (<http://www.ofm.wa.gov/policy/10.htm>); reimbursement will not exceed expenses actually incurred.

3.4 INVOICE AND PAYMENT

- 3.4.1 In order to receive payment for services or products provided to a state agency, Conquer must submit invoices to the City Contract Manager in compliance with Attachment 2: Budget.
- 3.4.2 Invoices must describe and document to the City Contract Manager's satisfaction a description of the work performed, the progress of the project, and fees. All invoices and deliverables will be approved by the City Contract Manager prior to payment. Approval will not be unreasonably withheld or delayed.
- 3.4.3 If expenses are invoiced, invoices must provide a detailed breakdown of each type. All expenses must be accompanied by a receipt.
- 3.4.4 Invoices must be submitted as required by the City Contract Manager with the HCA Contract number in the subject line of the email. Invoices must include the following information, as applicable:

- A. The HCA Contract number;
- B. Conquer name, address, phone number;
- C. Description of services;
- D. Date(s) of delivery;
- E. Net invoice price for each item;
- F. Applicable taxes;
- G. Total invoice price; and
- H. Any available prompt payment discount.

3.4.5 The City will return incorrect or incomplete invoices for correction and reissue. Payment will be considered timely if made within thirty (30) calendar days of receipt of properly completed invoices.

3.4.6 Upon expiration of the Contract, any claims for payment for costs due and payable under this Contract that are incurred prior to the expiration date must be submitted by Conquer to the City within thirty (30) calendar days after the Contract expiration date. The City is under no obligation to pay any claims that are submitted thirty-one (31) or more calendar days after the Contract expiration date (“Belated Claims”). The City will pay Belated Claims at its sole discretion, and any such potential payment is contingent upon the availability of funds.

3.5 CONQUER AND HCA CONTRACT MANAGERS

3.5.1 Conquer’s Contract Manager will have prime responsibility and final authority for the services provided under this Contract and be the principal point of contact for the City’s Contract Manager for all business matters, performance matters, and administrative activities.

3.5.2 The City’s Contract Manager is responsible for monitoring Conquer’s performance and will be the contact person for all communications regarding contract performance and deliverables. The City’s Contract Manager has the authority to accept or reject the services provided and must approve Conquer’s invoices prior to payment.

3.5.3 The contact information provided below may be changed by written notice of the change (email acceptable) to the other party.

CITY		CONQUER	
Contract Manager Information		Contract Manager Information	
Name:	Julie Willie	Name:	Jacob Grillo
Title:	Contract Manager	Title:	Contract Manager

Address:	2930 Wetmore Ave, Suite 10A Everett, WA 98201	Address:	809 W Main St Ste C Monroe, WA 98272
Phone:	425-257-7120	Phone:	425-387-1863
Email:	jwillie@everettwa.gov	Email:	jacobg@conquerclinics.com

3.6 KEY STAFF

- 3.6.1 Except in the case of a legally required leave of absence, sickness, death, termination of employment or unpaid leave of absence, Key Staff must not be changed during the term of the SOW from the people who were described in the Response for the first SOW, or those Key Staff initially assigned to subsequent SOWs, without the prior written approval of the City until completion of their assigned tasks.
- 3.6.2 During the term of the SOW, the City reserves the right to approve or disapprove Conquer’s Key Staff assigned to this Contract, to approve or disapprove any proposed changes in Conquer’s Key Staff, or to require the removal or reassignment of any Conquer staff found unacceptable by the City, subject to the City’s compliance with applicable laws and regulations. Conquer must provide a resume to the City of any replacement Key Staff and all staff proposed by Conquer as replacements for other staff must have comparable or greater skills for performing the activities as performed by the staff being replaced.

3.7 LEGAL NOTICES

Any notice or demand or other communication required or permitted to be given under this Contract or applicable law is effective only if it is in writing and signed by the applicable party, properly addressed, and delivered in person, via email, or by a recognized courier service, or deposited with the United States Postal Service as first-class mail, postage prepaid certified mail, return receipt requested, to the parties at the addresses provided in this section.

- 3.7.1 In the case of notice to the City:

Attention: Julie Willie
City of Everett
2930 Wetmore Ave, Suite 10A
Everett, WA 98201
jwillie@everettwa.gov

- 3.7.2 In the case of notice to Conquer:

- 3.7.3 Notices are effective upon receipt or four (4) Business Days after mailing, whichever is earlier.
- 3.7.4 The notice address and information provided above may be changed by written notice of the change given as provided above.

3.8 INCORPORATION OF DOCUMENTS AND ORDER OF PRECEDENCE

Each of the documents listed below is by this reference incorporated into this Contract. In the event of an inconsistency, the inconsistency will be resolved in the following order of precedence:

- 3.8.1 Applicable Federal and State of Washington statutes and regulations;
- 3.8.2 Master Contract
- 3.8.3 Recitals;
- 3.8.4 Special Terms and Conditions;
- 3.8.5 General Terms and Conditions;
- 3.8.6 Attachment 1: Statement(s) of Work;
- 3.8.7 Any other provision, term or material incorporated herein by reference or otherwise incorporated.

3.9 INSURANCE

Conquer must provide insurance coverage as set out in this section. The intent of the required insurance is to protect the State should there be any claims, suits, actions, costs, damages or expenses arising from any negligent or intentional act or omission of Conquer or Conquer Subcontractor, or agents of either, while performing under the terms of this Contract. Conquer must provide insurance coverage that is maintained in full force and effect during the term of this Contract, as follows:

- 3.9.1 Commercial General Liability Insurance Policy - Provide a Commercial General Liability Insurance Policy, including contractual liability, in adequate quantity to protect against legal liability arising out of contract activity but no less than \$1 million per occurrence/\$2 million general aggregate. Additionally, Conquer is responsible for ensuring that any Conquer Subcontractors provide adequate insurance coverage for the activities arising out of Conquer Subcontracts.
- 3.9.2 Business Automobile Liability. In the event that services delivered pursuant to this Contract involve the use of vehicles, either owned, hired, or non-owned by

Conquer, automobile liability insurance is required covering the risks of bodily injury (including death) and property damage, including coverage for contractual liability. The minimum limit for automobile liability is \$1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage.

3.9.3 Professional Liability Errors and Omissions – Prior to providing professional services, Provide a policy with coverage of not less than \$1 million per claim/\$2 million general aggregate.

3.9.4 Industrial Insurance Coverage

Prior to performing work under this Contract, Conquer must provide or purchase industrial insurance coverage for Conquer’s employees, as may be required of an “employer” as defined in Title 51 RCW and must maintain full compliance with Title 51 RCW during the course of this Contract.

3.9.5 The insurance required must be issued by an insurance company/ies authorized to do business within the state of Washington, and must name the City, HCA and the state of Washington, its agents and employees as additional insureds under any Commercial General and/or Business Automobile Liability policy/ies. All policies must be primary to any other valid and collectable insurance. In the event of cancellation, non-renewal, revocation or other termination of any insurance coverage required by this Contract, Conquer must provide written notice of such to the City within one (1) Business Day of Conquer’s receipt of such notice. Failure to buy and maintain the required insurance may, at the City’s sole option, result in this Contract’s termination.

3.9.6 Upon request, Conquer must submit to the City a certificate of insurance that outlines the coverage and limits defined in the Insurance section. If a certificate of insurance is requested, Conquer must submit renewal certificates as appropriate during the term of the contract.

4. GENERAL TERMS AND CONDITIONS

4.1 ACCESS TO DATA

In compliance with Master Contract and federal rules, Conquer must provide access to any data generated under this Contract to the City, the Joint Legislative Audit and Review Committee, the State Auditor, and any other state or federal officials so authorized by law, rule, regulation, or agreement at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of Conquer’s reports, including computer models and methodology for those models.

4.2 ACCESSIBILITY

- 4.2.1 **REQUIREMENTS AND STANDARDS.** Each Information and Communication Technology (ICT) product or service furnished under this Contract shall be accessible to and usable by individuals with disabilities in accordance with the Americans with Disabilities Act (ADA) and other applicable Federal and State laws and policies, including OCIO Policy 188, *et seq.* For purposes of this clause, Conquer shall be considered in compliance with the ADA and other applicable Federal and State laws if it satisfies the requirements (including exceptions) specified in the regulations implementing Section 508 of the Rehabilitation Act, including the Web Content Accessibility Guidelines (WCAG) 2.1 Level AA Success Criteria and Conformance Requirements (2008), which are incorporated by reference, and the functional performance criteria.
- 4.2.2 **DOCUMENTATION.** Conquer shall maintain and retain, subject to review by the City, full documentation of the measures taken to ensure compliance with the applicable requirements and functional performance criteria, including records of any testing or simulations conducted.
- 4.2.3 **REMEDIATION.** If Conquer claims that its products or services satisfy the applicable requirements and standards specified in Section 4.2.1 and it is later determined by the City that any furnished product or service is not in compliance with such requirements and standards, the City will promptly inform Conquer in writing of noncompliance. Conquer shall, at no additional cost to the City, repair or replace the non-compliant products or services within the period specified by the City. If the repair or replacement is not completed within the specified time, the City may cancel the Contract, delivery, task order, or work order, or purchase line item without termination liabilities or have any necessary changes made or repairs performed by employees of the City or by another contractor, and Conquer shall reimburse the City for any expenses incurred thereby.
- 4.2.4 **INDEMNIFICATION.** Conquer agrees to indemnify and hold harmless the City and HCA from any claim arising out of failure to comply with the aforesaid requirements.

4.3 ADVANCE PAYMENT PROHIBITED

No advance payment will be made for services furnished by Conquer pursuant to this Contract.

4.4 AMENDMENTS

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

4.5 ASSIGNMENT

4.5.1 Conquer may not assign or transfer all or any portion of this Contract or any of its rights hereunder, or delegate any of its duties hereunder, except delegations as set forth in Section 4.35, *Subcontracting*, without the prior written consent of the City. Any permitted assignment will not operate to relieve Conquer of any of its duties and obligations hereunder, nor will such assignment affect any remedies available to the City that may arise from any breach of the provisions of this Contract or warranties made herein, including but not limited to, rights of setoff. Any attempted assignment, transfer or delegation in contravention of this Subsection 4.5.1 of the Contract will be null and void.

4.5.2 This Contract will inure to the benefit of and be binding on the parties hereto and their permitted successors and assigns.

4.6 ATTORNEYS' FEES

In the event of litigation or other action brought to enforce the terms of this Contract, each party agrees to bear its own attorneys' fees and costs.

4.7 CHANGE IN STATUS

In the event of any substantive change in its legal status, organizational structure, or fiscal reporting responsibility, Conquer will notify the City of the change. Conquer must provide notice as soon as practicable, but no later than thirty (30) calendar days after such a change takes effect.

4.8 CONFLICT OF INTEREST

Conquer represents and warrants that it has not undertaken and will not undertake any work with third parties that will conflict with the work Conquer is performing for the City under this Contract. In case of doubt, before commencing such activities, Conquer shall review areas of possible conflict with the City and obtain the City's approval prior to commencing such activities.

4.9 CONFORMANCE

If any provision of this Contract is in conflict with or 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.

4.10 COVERED INFORMATION PROTECTION

- 4.10.1 Conquer acknowledges that some of the material and information that may come into its possession or knowledge in connection with this Contract or its performance may consist of HCA or City Proprietary Information or Confidential Information. For the purposes of this section, all such Proprietary Information and Confidential Information are together referred to as Covered Information.
- 4.10.2 Nondisclosure and Non-Use Obligations. In the event of Disclosure of Covered Information to Conquer by HCA or the HCA, Conquer agrees to: (1) hold Covered Information in strictest confidence and to take all reasonable precautions to protect such Covered Information (including, without limitation, all precautions Conquer employs with respect to its own confidential materials); (2) not disclose any such Covered Information or any other information derived therefrom to any third party; (3) not make use of Covered Information for any purpose other than the performance of this Contract; (4) release it only to authorized employees or Conquer Subcontractors requiring such information for the purposes of carrying out this Contract; and (5) not release, divulge, publish, transfer, sell, disclose, or otherwise make the information known to any other party without the City's express written consent or as provided by law.
- 4.10.3 Conquer Subcontractors that come into contact with Protected Health Information may be required to enter into a Business Associate Agreement with the City and/or HCA in compliance with the requirements of the Health Insurance Portability and Accountability Act of 1996, Pub. L. 104-191, as modified by the American Recovery and Reinvestment Act of 2009 ("ARRA"), Sec. 13400 – 13424, H.R. 1 (2009) (HITECH Act) (HIPAA).
- 4.10.4 The City (and HCA) reserve the right to monitor, audit, or investigate the use of Confidential Information collected, used, or acquired by Conquer through this Contract. Violation of this section by Conquer or its Conquer Subcontractors may result in termination of this Contract and demand for return of all Confidential Information, monetary damages, or penalties.
- 4.10.5 The obligations set forth in this Section will survive completion, cancellation, expiration, or termination of this Contract.

4.11 PUBLIC RECORDS ACT

- 4.12** Conquer acknowledges that both the City and HCA is subject to chapter 42.56 RCW, the Public Records Act, and that this Contract and records created under this Contract will be public records as defined in chapter 42.56 RCW, disclosable unless exemption applies. Conquer will fully cooperate with the City and HCA so that the City and HCA may fully comply with chapter 42.56 RCW.

4.13 COVENANT AGAINST CONTINGENT FEES

Conquer warrants that no person or selling agent 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 Conquer for the purpose of securing business. The City will have the right, in the event of breach of this clause by Conquer, 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.

4.14 DEBARMENT

By signing this Contract, Conquer certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded in any Washington State or Federal department or agency from participating in transactions (debarred). Conquer agrees to include the above requirement in any and all Subcontracts into which it enters, and also agrees that it will not employ debarred individuals. Conquer must immediately notify the City if, during the term of this Contract, Conquer becomes debarred. The City may immediately terminate this Contract by providing Conquer written notice, if Conquer becomes debarred during the term hereof.

4.15 DISPUTES

The parties will use their best, good faith efforts to cooperatively resolve disputes and problems that arise in connection with this Contract. Both parties will continue without delay to carry out their respective responsibilities under this Contract while attempting to resolve any dispute. When a genuine dispute arises between the City and Conquer regarding the terms of this Contract or the responsibilities imposed herein and it cannot be resolved between the parties' Contract Managers, either party may initiate the following dispute resolution process.

4.15.1 The initiating party will reduce its description of the dispute to writing and deliver it to the responding party (email acceptable). The responding party will respond in writing within five (5) Business Days (email acceptable). If the initiating party is not satisfied with the response of the responding party, then the initiating party may request that the City Director review the dispute. Any such request from the initiating party must be submitted in writing to the City Director within five (5) Business Days after receiving the response of the responding party. The City Director will have sole discretion in determining the procedural manner in which he or she will review the dispute. The City Director will inform the parties in writing within five (5) Business Days of the procedural manner in which he or she will review the dispute, including a timeframe in which he or she will issue a written decision.

4.15.2 A party's request for a dispute resolution must:

- A. Be in writing;
- B. Include a written description of the dispute;
- C. State the relative positions of the parties and the remedy sought; and
- D. State the Contract Number and the names and contact information for the parties.

4.15.3 This dispute resolution process constitutes the sole administrative remedy available under this Contract. The parties agree that this resolution process will precede any action in a judicial or quasi-judicial tribunal.

4.16 ENTIRE AGREEMENT

The City and Conquer agree that the Contract is the complete and exclusive statement of the agreement between the parties relating to the subject matter of the Contract and supersedes all letters of intent or prior contracts, oral or written, between the parties relating to the subject matter of the Contract, except as provided in Section 4.43, *Warranties*.

4.17 FORCE MAJEURE

A party will not be liable for any failure of or delay in the performance of this Contract for the period that such failure or delay is due to causes beyond its reasonable control, including but not limited to acts of God, war, strikes or labor disputes, embargoes, government orders or any other force majeure event.

4.18 FUNDING WITHDRAWN, REDUCED, OR LIMITED

If the City determines in its sole discretion that the funds it relied upon to establish this Contract have been withdrawn, reduced or limited, or if additional or modified conditions are placed on such funding after the effective date of this contract but prior to the normal completion of this Contract, then the City, at its sole discretion, may:

- 4.18.1 Terminate this Contract pursuant to Section 4.38.3, *Termination for Non-Allocation of Funds*;
- 4.18.2 Renegotiate the Contract under the revised funding conditions; or
- 4.18.3 Suspend Conquer's performance under the Contract upon five (5) Business Days' advance written notice to Conquer. The City will use this option only when

The City determines that there is reasonable likelihood that the funding insufficiency may be resolved in a timeframe that would allow Conquer's performance to be resumed prior to the normal completion date of this Contract.

- A. During the period of suspension of performance, each party will inform the other of any conditions that may reasonably affect the potential for resumption of performance.
- B. When the City determines in its sole discretion that the funding insufficiency is resolved, it will give Conquer written notice to resume performance. Upon the receipt of this notice, Conquer will provide written notice to the City informing the City whether it can resume performance and, if so, the date of resumption. For purposes of this subsection, "written notice" may include email.
- C. If Conquer's proposed resumption date is not acceptable to the City and an acceptable date cannot be negotiated, the City may terminate the contract by giving written notice to Conquer. The parties agree that the Contract will be terminated retroactive to the date of the notice of suspension. The City will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the retroactive date of termination.

4.19 GOVERNING LAW

This Contract is governed in all respects by the laws of the state of Washington, without reference to conflict of law principles. The jurisdiction for any action hereunder is exclusively in the Superior Court for the state of Washington, and the venue of any action hereunder is in the Superior Court for Snohomish County, Washington.

4.20 HCA NETWORK SECURITY

Conquer agrees not to attach any Conquer-supplied computers, peripherals or software to the HCA Network without prior written authorization from HCA's Chief Information Officer. Unauthorized access to HCA networks and systems is a violation of HCA Policy and constitutes computer trespass in the first degree pursuant to RCW 9A.52.110. Violation of any of these laws or policies could result in termination of the contract and other penalties.

4.21 INDEMNIFICATION

Conquer shall defend, indemnify, and save the City and HCA harmless from and against all claims, including reasonable attorneys' fees resulting from such claims and breach of confidentiality obligations as contained herein, arising from intentional or negligent acts or omissions of Conquer, its officers, employees, or agents, or Conquer Subcontractors, their officers, employees, or agents, in the performance of this Contract.

4.22 INDEPENDENT CAPACITY OF CONQUER

The parties intend that an independent contractor relationship will be created by this Contract. Conquer and its employees or agents performing under this Contract are not employees or agents of the City. Conquer will not hold itself out as or claim to be an officer or employee of the City or of the State of Washington by reason hereof, nor will Conquer make any claim of right, privilege or benefit that would accrue to such employee under law. Conduct and control of the work will be solely with Conquer.

4.23 LEGAL AND REGULATORY COMPLIANCE

- 4.23.1 During the term of this Contract, Conquer must comply with all local, state, and federal licensing, accreditation and registration requirements/standards, necessary for the performance of this Contract and all other applicable federal, state and local laws, rules, and regulations.
- 4.23.2 While on the City premises, Conquer must comply with City operations and process standards and policies (e.g., ethics, Internet / email usage, data, network and building security, harassment, as applicable). HCA will make an electronic copy of all such policies available to Conquer.
- 4.23.3 Failure to comply with any provisions of this section may result in Contract termination.

4.24 LIMITATION OF AUTHORITY

Only the Mayor of the City has the express, implied, or apparent authority to alter, amend, or modify any clause or condition of this Contract. Furthermore, any alteration, amendment, or modification, of any clause or condition of this Contract is not effective or binding unless made in writing and signed by the Mayor.

4.25 NO THIRD-PARTY BENEFICIARIES/HCA

The City and Conquer are the only parties to this contract. Nothing in this Contract gives or is intended to give any benefit of this Contract to any third parties, except for HCA.

4.26 NONDISCRIMINATION

- 4.26.1 Nondiscrimination Requirement. During the term of this Contract, Conquer, including any subcontractor, shall not discriminate on the bases enumerated at RCW 49.60.530(3); Title VII of the Civil Rights Act, 42 U.S.C. §12101 et seq.; the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. §12101 et seq., and 28 C.F.R. Part 35. In addition, Conquer, including any subcontractor, shall give

written notice of this nondiscrimination requirement to any labor organizations with which Conquer, or subcontractor, has a collective bargaining or other agreement.

- 4.26.2 Obligation to Cooperate. Conquer, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that Conquer, including any subcontractor, has engaged in discrimination prohibited by this Contract pursuant to RCW 49.60.530(3).
- 4.26.3 Default. Notwithstanding any provision to the contrary, the City may suspend Conquer, including any subcontractor, upon notice of a failure to participate and cooperate with any local or state agency investigation into alleged discrimination prohibited by this Contract, pursuant to RCW 49.60.530(3). Any such suspension will remain in place until the City receives notification that Conquer, including any subcontractor, is cooperating with the investigating agency. In the event Conquer, or subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), the City may terminate this Contract in whole or in part, and Conquer, subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. Conquer or subcontractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.
- 4.26.4 Remedies for Breach. Notwithstanding any provision to the contrary, in the event of Contract termination or suspension for engaging in discrimination, Conquer, subcontractor, or both, shall be liable for contract 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, which damages are distinct from any penalties imposed under Chapter 49.60, RCW. The City shall have the right to deduct from any monies due to Contractor or subcontractor, or that thereafter become due, an amount for damages Conquer or subcontractor will owe the City for default under this provision.

4.27 OVERPAYMENTS TO CONQUER

In the event that overpayments or erroneous payments have been made to Conquer under this Contract, the City will provide written notice to Conquer and Conquer will refund the full amount to the City within thirty (30) calendar days of the notice. If Conquer fails to make timely refund, the City may charge Conquer one percent (1%) per month on the amount due, until paid in full. If Conquer disagrees with the City's actions under this section, then it may invoke the dispute resolution provisions of Section 4.14, *Disputes*.

4.28 PAY EQUITY

- 4.28.1 Conquer represents and warrants that, as required by Washington state law (Engrossed House Bill 1109, Sec. 211 and Engrossed Senate Bill 5187, Sec 919), during the term of this Contract, it agrees to equality among its workers by ensuring similarly employed individuals are compensated as equals. For

purposes of this provision, employees are similarly employed if (i) the individuals work for Conquer, (ii) the performance of the job requires comparable skill, effort, and responsibility, and (iii) the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed.

- 4.28.2 Conquer may allow differentials in compensation for its workers based in good faith on any of the following: (i) a seniority system; (ii) a merit system; (iii) a system that measures earnings by quantity or quality of production; (iv) bona fide job-related factor(s); or (v) a bona fide regional difference in compensation levels.
- 4.28.3 Bona fide job-related factor(s) may include, but not be limited to, education, training, or experience, that is: (i) consistent with business necessity; (ii) not based on or derived from a gender-based differential; and (iii) accounts for the entire differential.
- 4.28.4 A “bona fide regional difference in compensation level” must be (i) consistent with business necessity; (ii) not based on or derived from a gender-based differential; and (iii) account for the entire differential.
- 4.28.5 Notwithstanding any provision to the contrary, upon breach of warranty and Conquer’s failure to provide satisfactory evidence of compliance within thirty (30) Days of HCA’s request for such evidence, the City may suspend or terminate this Contract.

4.29 PUBLICITY

- 4.29.1 The execution of this Contract to Conquer is not in any way an endorsement of Conquer or Conquer’s Services by the City and must not be so construed by Conquer in any advertising or other publicity materials.
- 4.29.2 Conquer agrees to submit to the City, all advertising, sales promotion, and other publicity materials relating to this Contract or any Service furnished by Conquer in which the City or HCA’s name is mentioned, language is used, or Internet links are provided from which the connection of City or HCA’s name with Conquer’s Services may, in the City’s or HCA’s judgment, be inferred or implied. Conquer further agrees not to publish or use such advertising, marketing, sales promotion materials, publicity or the like through print, voice, the Web, and other communication media in existence or hereinafter developed without the express written consent of the City prior to such use.

4.30 RECORDS AND DOCUMENT REVIEW

- 4.30.1 Conquer must maintain books, records, documents, magnetic media, receipts, invoices or other evidence relating to this Contract and the performance of the services rendered, along with accounting procedures and practices, all of

which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. At no additional cost, these records, including materials generated under this Contract, are subject at all reasonable times to inspection, review, or audit by the City, the Office of the State Auditor, and state and federal officials so authorized by law, rule, regulation, or agreement [See 42 USC 1396a(a)(27)(B); 42 USC 1396a(a)(37)(B); 42 USC 1396a(a)(42)(A); 42 C.F.R. 431, Subpart Q; and 42 C.F.R. 447.202].

- 4.30.2 Conquer must retain such records for a period of six (6) years after the date of final payment under this Contract.
- 4.30.3 If any litigation, claim or audit is started before the expiration of the six (6) year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved.

4.31 REMEDIES NON-EXCLUSIVE

The remedies provided in this Contract are not exclusive but are in addition to all other remedies available under law.

4.32 RIGHT OF INSPECTION

Conquer must provide right of access to its facilities to the City and HCA, an any of their officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Contract.

4.33 RIGHTS IN DATA/OWNERSHIP

- 4.33.1 The City and Conquer agree that all data and work products produced pursuant to this Contract (collectively “Work Product”) will be considered a “*work made for hire*” as defined under the U.S. Copyright Act of 1976 and Title 17 U.S.C. §101 *et seq*, and will be owned by the City or HCA. Conquer is hereby commissioned to create the Work Product. Work Product includes, but is not limited to, discoveries, formulae, ideas, improvements, inventions, methods, models, processes, techniques, findings, conclusions, recommendations, reports, designs, plans, diagrams, drawings, software, databases, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions, to the extent provided by law. Ownership includes the right to copyright, patent, register and the ability to transfer these rights and all information used to formulate such Work Product.
- 4.33.2 If for any reason the Work Product would not be considered a “*work made for hire*” under applicable law, Conquer assigns and transfers to the City (and he City may transfer to HCA), the entire right, title and interest in and to all rights in the Work Product and any registrations and copyright applications relating

thereto and any renewals and extensions thereof.

- 4.33.3 Conquer will execute all documents and perform such other proper acts as the City may deem necessary to secure for the City (or HCA) the rights pursuant to this section.
- 4.33.4 Conquer will not use or in any manner disseminate any Work Product to any third party, or represent in any way Conquer ownership of any Work Product, without the prior written permission of the City. Conquer will take all reasonable steps necessary to ensure that its agents, employees, or Conquer Subcontractors will not copy or disclose, transmit or perform any Work Product or any portion thereof, in any form, to any third party.
- 4.33.5 Material that is delivered under this Contract, but that does not originate therefrom ("Preexisting Material"), must be transferred to the City (or HCA) with a nonexclusive, royalty-free, irrevocable license to publish, translate, reproduce, deliver, perform, display, and dispose of such Preexisting Material, and to authorize others to do so. Conquer agrees to obtain, at its own expense, express written consent of the copyright holder for the inclusion of Preexisting Material. The City and HCA each will have the right to modify or remove any restrictive markings placed upon the Preexisting Material by Conquer.
- 4.33.6 Conquer must identify all Preexisting Material when it is delivered under this Contract and must advise the City of any and all known or potential infringements of publicity, privacy or of intellectual property affecting any Preexisting Material at the time of delivery of such Preexisting Material. Conquer must provide the City with prompt written notice of each notice or claim of copyright infringement or infringement of other intellectual property right worldwide received by Conquer with respect to any Preexisting Material delivered under this Contract.

4.34 SEVERABILITY

If any provision of this Contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity will not affect the other provisions or applications of this Contract that can be given effect without the invalid provision, and to this end the provisions or application of this Contract are declared severable.

4.35 SITE SECURITY

While on City premises, Conquer, its agents, employees, or Conquer Subcontractors must conform in all respects with physical, fire or other security policies or regulations. Failure to comply with these regulations may be grounds for revoking or suspending security access to these facilities. HCA reserves the right and authority to immediately revoke security access to Conquer staff for any real or threatened breach of this provision. Upon reassignment or termination of any Conquer staff, Conquer agrees to promptly notify HCA.

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4.36 SUBCONTRACTING

- 4.36.1 Neither Conquer, nor any Conquer Subcontractors, may enter into Subcontracts for any of the work contemplated under this Contract without prior written approval of the City. The City has sole discretion to determine whether or not to approve any such Conquer Subcontract. In no event will the existence of the Conquer Subcontract operate to release or reduce the liability of Conquer to the City for any breach in the performance of Conquer's duties.
- 4.36.2 Conquer is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this Contract are included in any Subcontracts.
- 4.36.3 If at any time during the progress of the work the City determines in its sole judgment that any Conquer Subcontractor is incompetent or undesirable, the City will notify Conquer, and Conquer must take immediate steps to terminate the Conquer Subcontractor's involvement in the work.
- 4.36.4 The rejection or approval by the City of any Conquer Subcontractor or the termination of a Conquer Subcontractor will not relieve Conquer of any of its responsibilities under the Contract, nor be the basis for additional charges to the City.
- 4.36.5 The City has no contractual obligations to any Conquer Subcontractor or vendor under contract to Conquer. Conquer is fully responsible for all contractual obligations, financial or otherwise, to its Conquer Subcontractors.

4.37 SURVIVAL

The terms and conditions contained in this Contract that, by their sense and context, are intended to survive the completion, cancellation, termination, or expiration of the Contract will survive. In addition, the terms of the sections titled *Covered Information Protection, Conquer's Proprietary Information, Disputes, Overpayments to Conquer, Publicity, Records and Documents Review, Rights in Data/Ownership*, all clauses identified will survive the termination of this Contract. The right of the City to recover any overpayments will also survive the termination of this Contract.

4.38 TAXES

The City will pay sales or use taxes, if any, imposed on the services acquired hereunder. Conquer must pay all other taxes including, but not limited to, Washington Business and Occupation Tax, other taxes based on Conquer's income or gross receipts, or personal property taxes levied or assessed on Conquer's personal property. The is exempt from property tax.

Conquer must complete registration with the Washington State Department of Revenue and be responsible for payment of all taxes due on payments made under this Contract.

4.39 TERMINATION

4.39.1 Termination for Default

In the event the City determines that Conquer has failed to comply with the terms and conditions of this Contract, the City has the right to suspend or terminate this Contract. The City will notify Conquer in writing of the need to take corrective action. If corrective action is not taken within five (5) Business Days, or other time period agreed to in writing by both parties, the Contract may be terminated. The City reserves the right to suspend all or part of the Contract, withhold further payments, or prohibit Conquer from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by Conquer or a decision by the City to terminate the Contract.

In the event of termination for default, Conquer will 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, e.g., cost of the competitive bidding, mailing, advertising, and staff time.

If it is determined that Conquer: (i) was not in default, or (ii) its failure to perform was outside of its control, fault or negligence, the termination will be deemed a "Termination for Convenience."

4.39.2 Termination for Convenience

When, at the City sole discretion, it is in the best interest of the City, the City may terminate this Contract in whole or in part by providing ten (10) calendar days' written notice. If this Contract is so terminated, the City will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination. No penalty will accrue to the City in the event the termination option in this section is exercised.

4.39.3 Termination for Nonallocation of Funds

If funds are not allocated to continue this Contract in any future period, HCA may immediately terminate this Contract by providing written notice to Conquer. The termination will be effective on the date specified in the termination notice. HCA will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination. HCA agrees to notify Conquer of such nonallocation at the earliest possible time. No penalty will accrue to HCA in the event the termination option in this section is exercised.

4.39.4 Termination for Withdrawal of Authority

In the event that the authority of the City to perform any of its duties is withdrawn, reduced, or limited in any way after the commencement of this Contract and prior

to normal completion, the City may immediately terminate this Contract by providing written notice to Conquer. The termination will be effective on the date specified in the termination notice. The City will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination. The City agrees to notify Conquer of such withdrawal of authority at the earliest possible time. No penalty will accrue to the City in the event the termination option in this section is exercised.

4.39.5 Termination for Conflict of Interest

The City may terminate this Contract by written notice to Conquer if the City determines, after due notice and examination, that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW, as applicable, or any other laws regarding ethics in public acquisitions and procurement and performance of contracts. In the event this Contract is so terminated, the City will be entitled to pursue the same remedies against Conquer as it could pursue in the event Conquer breaches the contract.

4.40 TERMINATION PROCEDURES

4.40.1 Upon termination of this Contract, the City, in addition to any other rights provided in this Contract, may require Conquer to deliver to the City any property specifically produced or acquired for the performance of such part of this Contract as has been terminated.

4.40.2 The City will pay Conquer the agreed-upon price, if separately stated, for completed work and services accepted by the City and the amount agreed upon by the Conquer and the City 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 City; and (iv) the protection and preservation of property, unless the termination is for default, in which case the City will determine the extent of the liability. Failure to agree with such determination will be a dispute within the meaning of Section 4.14, *Disputes*. The City may withhold from any amounts due the Conquer such sum as the City determines to be necessary to protect the City against potential loss or liability.

4.40.3 After receipt of notice of termination, and except as otherwise directed by the City, Conquer must:

- A. Stop work under the Contract on the date of, and to the extent specified in, the notice;
- B. 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;
- C. Assign to the City, in the manner, at the times, and to the extent directed by the City, all the rights, title, and interest of the Conquer under the orders and

Subcontracts so terminated; in which case the City has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and Subcontracts;

- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and Subcontracts, with the approval or ratification of the City to the extent the City may require, which approval or ratification will be final for all the purposes of this clause;
- E. Transfer title to and deliver as directed by the City any property required to be furnished to the City;
- F. Complete performance of any part of the work that was not terminated by the City; and
- G. Take such action as may be necessary, or as the City may direct, for the protection and preservation of the records related to this Contract that are in the possession of Conquer and in which the City has or may acquire an interest.

4.41 TRANSITION OBLIGATIONS

Conquer must provide for reasonable transition assistance requested by the City to allow for the expired or terminated Contract, in whole or in part, to continue without interruption or adverse effect, and to facilitate the orderly transfer of such services to the City or its designees. Such transition assistance will be deemed by the parties to be governed by the terms and conditions of this Contract, except for those terms or conditions that do not reasonably apply to such transition assistance.

4.42 TREATMENT OF ASSETS

4.42.1 Ownership

The City shall retain title to all property furnished by the City to Conquer under this Contract. Title to all property furnished by Conquer, for the cost of which Conquer is entitled to reimbursement as a direct item of cost under this Contract, excluding intellectual property provided by Conquer, shall pass to and vest in the City upon delivery of such property by Conquer. Title to other property, the cost of which is reimbursable to Conquer under this Contract, shall pass to and vest in the City upon (i) issuance for use of such property in the performance of this Contract, (ii) commencement of use of such property in the performance of this Contract, or (iii) reimbursement of the cost thereof by the City, in whole or in part, whichever occurs first.

4.42.2 Use of Property

Any property furnished to Conquer shall, unless otherwise provided herein, or approved in writing by the City Contract Manager, be used only for the performance of and subject to the terms of this Contract. Conquer's use of the

equipment shall be subject to the City's security, administrative, and other requirements.

4.42.3 Damage to Property

Conquer shall continuously protect and be responsible for any loss, destruction, or damage to property which results from or is caused by Conquer's acts or omissions. Conquer shall be liable to the City for costs of repair or replacement for property or equipment that has been lost, destroyed, or damaged by Conquer or Conquer's employees, agents, or Conquer Subcontractors. Cost of replacement shall be the current market value of the property and equipment on the date of the loss as determined by the City.

4.42.4 Notice of Damage

Upon the loss of, destruction of, or damage to any of the property, Conquer shall notify the City Contract Manager thereof within one (1) Business Day and shall take all reasonable steps to protect that property from further damage.

4.42.5 Surrender of Property

Conquer will ensure that the property will be returned to the City in like condition to that in which it was furnished to Conquer, reasonable wear and tear expected. Conquer shall surrender to the City all property upon the earlier of expiration or termination of this Contract.

4.43 WAIVER

Waiver of any breach of any term or condition of this Contract will not be deemed a waiver of any prior or subsequent breach or default. No term or condition of this Contract will be held to be waived, modified, or deleted except by a written instrument signed by the parties. Only the City Authorized Representative has the authority to waive any term or condition of this Contract on behalf of the City.

4.44 WARRANTIES

4.44.1 Conquer represents and warrants that its services will be of professional quality and will be rendered in accordance with prevailing professional standards and ethics. Services performed by Conquer under this Contract shall be conducted in a manner consistent with the level of care and skill standard to the industry. Conquer agrees to immediately re-perform any services that are not in compliance with this representation and warranty at no cost to the City.

- 4.44.2 Conquer represents and warrants that it will comply with all applicable local, State, and federal licensing, accreditation and registration requirements and standards necessary in the performance of the Services.
- 4.44.3 EXECUTIVE ORDER 18-03 – WORKERS’ RIGHTS (MANDATORY INDIVIDUAL ARBITRATION). Conquer represents and warrants that Conquer does NOT require its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers. Conquer further represents and warrants that, during the term of this Contract, Conquer shall not, as a condition of employment, require its employees to sign or agree to mandatory individual arbitration clauses or class or collective action waivers.
- 4.44.4 Any written commitment by Conquer within the scope of this Contract will be binding upon Conquer. Failure of Conquer to fulfill such a commitment may constitute breach and will render Conquer liable for damages under the terms of this Contract. For purposes of this section, a commitment by Conquer includes: (i) Prices, discounts, and options committed to remain in force over a specified period of time; and (ii) any warranty or representation made by Conquer to the City or contained in any Conquer publications, or descriptions of services in written or other communication medium, used to influence the City to enter into this Contract.

ATTACHMENT 1: STATEMENT OF WORK

Conquer will provide street medicine services and will staff street medicine (SM) teams as such, and otherwise do all things necessary for, or incidental to, the performance of work as described in this statement of work (SOW).

HCA has approved Conquer Addiction PLLC DBA Conquer as a subcontractor under Section 4.35 of the Master Contract.

This SOW contains certain provisions from the Master Contract, which are stated below. In addition, some provisions below are italicized as “City Additional Provisions,” which are also part of this SOW. In the event that provisions in this Attachment conflict or overlap, the provision most stringent on Conquer applies unless the City determines otherwise in writing.

Period of performance July 1st, 2024, and be completed on or before June 30th, 2025 unless terminated sooner or extended.

1. Purpose

This document outlines performance expectations, reporting requirements and deliverables for SM teams in support of the unhoused populations. HCA will incorporate elements of these to submit a legislative report due June 2025 outlining the implementation of the SM program with recommendations for maximizing leveraging of federal Medicaid match and further expansion of the SM model.

Funding for SM pilot is only to be used for expenses incurred related to direct service delivery of SM clients. Allowable uses of funding:

- Staffing for SM teams
- Capital equipment for SM teams
- Operating expenses for SM teams for medical and other supplies, lab services, vehicle maintenance, and incidental costs.

City Additional Provisions:

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*

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.*

Objectives of the EMOTE program is to:

- 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*

2. Performance Expectations

Conquer will be responsible for all internal staffing, training, and any technology requirements necessary to implement the expectations outlined in this contract. In addition, Conquer shall ensure funds are responsibly used towards the care core components of SM.

- 2.1 The main objectives of the Street Medicine program are to reduce health disparities and to improve health outcomes among the unhoused population.
- 2.2 Conquer will implement a street medicine team that will provide direct care to the unhoused population which includes but is not limited to unhoused people living in encampments, tent cities, living in cars, under bridges and in the woods.
- 2.3 Conquer will engage and collaborate with community stakeholders to develop the components needed for a successful SM program. Conquer will report the functions of the SM team and report a policy that includes

organizational structure of SM teams, standard referral procedures and protocols to ensure continuity of care, liability coverage, data reporting systems, medication dispensing as well as proper safety guidelines for the SM team.

- 2.4 Conquer will meet with City SM program manager on a frequency as determined by the SM program manager.
- 2.5 Conquer will participate in a Street Medicine Learning Collaborative with other Street Medicine participants on a frequency as determined by City program manager.
- 2.6 Conquer will assemble a SM team comprising the following makeup:
 - 2.6.1 a MD/DO or Physician Assistant (PA) or Nurse Practitioner (NP) , AND
 - 2.6.2 a behavioral health specialist (masters level).
 - 2.6.3 The SM team may include a community health worker (with preferred lived experience) or certified peer counselor (CPC).
 - 2.6.4 SM teams should be comprised, at a minimum, a pair of individuals or a makeup of 3 to 4 people depending on staffing needs. Staffing will be flexible and scalable depending on location.
- 2.7 Conquer will provide and support regular quarterly (4 sessions per year) trainings for the SM team to cover key SM protocols such as clinical guidelines, infection and infestation prevention, skills to prevent and de-escalate crises, situational awareness and safety precautions in a range of settings, understanding boundaries between street medicine and law enforcement, street medicine 911 protocols, safety precautions for transporting individuals and staff well-being that includes self-care and burnout prevention.
- 2.8 Conquer will coordinate, collaborate and communicate with community stakeholders as well as law enforcement agencies.
- 2.9 Conquer will ensure there is close collaboration as well as wraparound health services and referrals between SM teams and:
 - 2.9.1 Primary care providers (including but not limited to Federally Qualified Health Centers, community clinics or other primary care providers) to assist the unhoused population with establishing longitudinal primary care appointments.
 - 2.9.2 Behavioral health providers including but not limited to mental health services, substance use disorder services (such as harm reduction and care services, Health Engagement Hubs, Syringe Services Providers)

- 2.10 Conquer will ensure SM teams will provide the following scope of services:
 - 2.10.1 Basic medical care, including but not limited to urgent care (addressing acute medical concerns), infectious disease control (HIV screening, HCV screening and treatment, wound and foot care), medication counseling, prescribing, and distribution of medications.
 - 2.10.2 Behavioral health services
 - 2.10.3 Substance use disorder services, including provision of harm reduction supplies as appropriate
 - 2.10.4 Care coordination and case management services, such as:
 - 2.10.4.1 Wraparound health services and referrals, including referrals to appropriate clinical and non-clinical services
 - 2.10.4.2 Medical and psychosocial case management,
 - 2.10.4.3 Provision of life necessities as able (providing free materials such as hygiene supplies, food/water and some clothing),
- 2.11 Conquer will ensure that SM teams will be held to the same standards as any healthcare facility delivering medical care and includes clinical record keeping and licensing requirements. In addition, Conquer will establish a quality assurance (QA) and quality improvement (QI) plan for SM teams.
- 2.12 Conquer to meet with HCA on a monthly schedule to discuss progress on contract work, including successes and challenges. Meetings will be used to discuss stakeholder engagement, legislative report drafts, preliminary recommendations, and funding plan.
- 2.13 Conquer will set up billing systems and bill for services eligible for Medicaid reimbursement by the end of the pilot period and include details in final report.

City Additional Provisions:

- 2.14 *Resident of the City of Everett, Washington must benefit from the work funded in accordance with this contract. For the purposes of this subcontract, a resident of the City of Everett is a person who resides within the City limits established by the City's Planning and Zoning maps.*
- 2.15 *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.*
- 2.16 *Patients will receive prescriptions for buprenorphine and medicines to treat affiliated needs, including skin infections and chronic conditions. Provide health*

education and harm reduction counseling via peer delivered advice.

- 2.17 *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.*
- 2.18 *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.*
- 2.19 *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.*
- 2.20 *To the extent applicable, the Service Provider will comply with HIPAA and all medical privacy laws.*
- 2.21 *No harm reduction supplies are purchased, received, or distributed to patients under this scope of work.*

3. Reporting:

Conquer will submit quarterly reports due 10 business days after end of quarter to include the following:

3.1 Individuals on SM teams who attended quarterly training during the reporting period and report the training on an attendance sheet to include date/time and duration of time, type of training involved, name of personnel attending the training, and instructor/title providing the training.

3.2 Data collection. Conquer will collect and report on the following data elements on a quarterly basis.

3.2.1 Program information

3.2.1.1 Quarterly staffing report including number and type of providers.

3.2.1.2 Total number of sites visited to include date/time/location and participating staff.

3.2.1.3 Any manner of deaths (natural, accident, homicide, undetermined and pending) if possible.

3.2.2 Billable services

3.2.2.1 Total number of patients seen, including:

3.2.2.1.1 Client demographics to include age, racial, ethnic and gender.

3.2.2.1.2 Number and type of treatments/services performed on individuals and outcomes such as testing and overdose prevention, number of wound care services, number of individuals started on medications (including injectables) for opioid use disorder, infections and pain management,

3.2.2.1.3 Number of referrals made to primary care and behavioral health treatments/appointments.

3.2.2.1.4 Number of top medical and behavioral health diagnosis.

3.2.2.1.5 Number of transportation arranged for individuals to ER, primary care and behavioral health.

3.2.3 Non-billable services

3.2.3.1 Non-billable encounters with patients

3.2.3.2 Number of 911 calls made when SM teams encounter unhoused people.

3.2.3.3 Total number of harm reduction supply encounters.

3.2.3.4 Number of naloxone kits distributed.

3.2.3.5 Number of hygiene items distributed.

3.2.3.6 Number of harm reduction supplies distributed.

City Additional Provisions:

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.

4. Timeline and Clinical Care

City Additional Provisions:

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 monthly to provide ongoing process improvement.

5. Management Plan

City Additional Provisions:

The City and Conquer will have ongoing management meetings monthly to discuss, debrief, partner

together to address and changes, challenges, and/or issues that need additional support. Conquer will partner with the City to follow all code enforcement and to apply for a Right of Way Use permit when/if applicable. The City and Conquer will work together to identify targeted outreach areas/locations to deploy the street medicine team to.

6. Subcontracting and Assignability

None of the Project work or services covered by the Contract shall be subcontracted without the prior written consent of the City of Everett’s Community Development Director. Conquer is responsible for ensuring there is no duplication of services provided by the street medicine team.

7. Deliverables, due dates, and payment expectations

Deliverable	Description	Due date	Amount
Implementation Plan	Detailed report, including: <ul style="list-style-type: none"> • Estimated Staffing for SM teams and hiring plan • Capital equipment needs for SM teams • Operating expenses for SM teams for medical and other supplies, lab services, vehicle maintenance, and incidental costs. 	9/30/2024	\$375,000
Quarterly report	Contractor will provide summary written report of contract-related progress each quarter	10/31/2024 1/31/2025 4/30/2025	\$33,333 per quarter
Final Report	Detailed report, including: <ul style="list-style-type: none"> • Details on Medicaid billing • Challenges and Barriers to providing and implementing care • Summary of budget; including expenditures and how funds were utilized • Lessons learned and future implementation plans 	06/01/2025	\$25,000

**ATTACHMENT 2:
Budget**

The total amount to be paid by the City under the Contract shall not exceed **\$450,000.00**. Drawdowns for the payment of eligible expenses shall be made against the budget categories specified below and in accordance with performance.

Expenses incurred under will be paid on a reimbursement basis. Requests for reimbursement must be in the format acceptable to the City of Everett and aligned with the HCA’s requirements as listed below. Requests for reimbursement shall be submitted to the City no less than monthly following execution of this Contract unless otherwise approved by the Community Development Director or designee. Funding for street medicine pilot is only to be used for expenses incurred related to direct service delivery of SM clients. Allowable uses of funding:

- Staffing for SM teams
- Capital equipment for SM teams
- Operating expenses for SM teams for medical and other supplies, lab services, vehicle maintenance, and incidental costs.

Conquer shall have the right to receive funds only pursuant to the terms and conditions of the Contract.

HCA Approved Invoice Requirements:

- A. The HCA Contract Number;
- B. Subcontractor name, address, phone number;
- C. Description of Services;
- D. Date(s) of delivery;
- E. Net invoice price for each item;
- F. Applicable taxes;
- G. Total invoice price; and
- H. And available prompt payment discount.

PROGRAM BUDGET EMOTE Program Expenses	
Staffing & Program Management/Support	\$415,900
Capital	\$1,250
Operating Expenses	\$32,850
Total Expenses	\$450,000.00

Examples of allowable Staffing & Program Management expenses are; salary and benefits for: program administrator, peers, SUDP, prescriber, administrative overhead and medical director. Examples of allowable Capital expenses are; tablets and cell phones. Examples of allowable Operating Expenses are; vehicle expenses, technology subscriptions, medical supplies, printed materials, client supplies, insurance.

The City reserves the right to withhold payments pending timely and proper completion of the reports, documentation, and delivery of service.

EMOTE HCA Subcontract_9.30.2024_SD


Final Audit Report

2024-10-02


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