

## MEMORANDUM OF UNDERSTANDING

between  
The City of Olympia  
and  
Providence Community Care Center

This Memorandum of Understanding is entered into by and between City of Olympia (“Provider”) and Providence Health & Services – WA d/b/a Providence Community Care Center (“Center”). Provider wishes to make certain employees available to administer on-site services through its police department at the Center located at 225 State Ave NE to provide the Olympia community vulnerable patient population integrated community services in a safe compassionate environment.

The parties agree as follows:

- 1) Each party is responsible for obtaining and maintaining their own proper licensure, accreditation, and/or certification as required by federal and/or state laws to operate out of the Center.
- 2) Each party understands and acknowledges that this Memorandum will not be construed to create a partnership, joint venture, or employment relationship between Center and Provider. No employee or agent of either party will represent himself or herself to be an employee or agent of the other party or enter into any agreement in each other’s name.
- 3) Compliance with Laws. Each party will (a) comply with all federal, state, and local laws, ordinances, regulations and orders with respect to its business; (b) file all reports relating to its business (including, without limitation, federal, state, and local tax returns); (c) pay all filing fees and federal, state and local taxes applicable to its business as the same shall become due; and (d) pay all amounts required under local, state and federal workers' compensation acts, disability benefit acts, unemployment insurance acts and other employee benefits acts when due.
- 4) Insurance. Provider shall maintain throughout the term of this Memorandum such insurance policies sufficient to protect against all applicable risks. Unless otherwise requested, Provider shall carry general and professional liability insurance with at least \$1 million (\$1,000,000) per occurrence; and workers compensation insurance in accordance with the statutory requirements of Washington State. Provider will provide Center with certificates of coverage and other supporting materials as Center may reasonably request to evidence Provider’s continuing compliance with these insurance requirements. Provider will be liable for all loss or damage, which is caused by Provider, other than ordinary wear and tear, to Center's property in Provider’s exclusive possession or control. In the event of any such loss or damage, Provider will pay Center the full current replacement cost of such equipment or property within ninety (90) days after its loss or damage.
- 5) Confidentiality of Patient and Client Records. Provider agrees to hold all individually identifiable patient health information (“Protected Health Information” or “PHI”) that may be shared, transferred, maintained, transmitted, or otherwise obtained strictly confidential, and provide all reasonable protections to prevent the unauthorized use or disclosure of such information, including, but not limited to the protection afforded by applicable federal, state and local laws and/or regulations regarding the security and the confidentiality of patient health care

information. If applicable, Provider further agrees to make every reasonable effort to comply with any regulations, standards, or rules promulgated pursuant to the authority of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) The Health Information Technology for Economic and Clinical Health Act (“HITECH”) or the American Recovery and Reinvestment Act of 2009 (“ARRA”), including those provisions listed below. Provider agrees as follows: (1) to maintain administrative, physical, and technical safeguards as necessary to ensure that the PHI is not used or disclosed except as provided herein and to protect the confidentiality, integrity, and availability of PHI including implementing required policies and procedures with respect to PHI and the privacy and security rules pursuant to HIPAA/HITECH or the ARRA; (2) to mitigate, if possible, any harmful effect known of a use or disclosure of PHI by Provider; (3) to ensure that any subConsultants or agents to whom it provides PHI will agree in writing to substantially similar restrictions and conditions that apply with respect to such information, in the form of a business associate agreement; (4) to make available respective internal practices, books and records relating to the use and disclosure of PHI to the U.S. Department of Health and Human Services or its agents; (5) to incorporate any amendments or corrections to PHI when notified that the information is inaccurate or incomplete; and (6) to ensure applicable policies are in place for providing the PHI to satisfy an individuals’ request to access their information. Provider shall maintain its own confidential patient/client records in a secure manner so as to prevent risk of loss of such confidential information.

- 6) Each party will indemnify, defend and hold the other party (and its agents and employees) harmless from all claims, damages, losses and expenses (including attorneys' fees) arising out of or resulting from any claim, action, or other proceeding (including any proceeding by any employees or agents) that is based upon (a) the indemnifying party’s breach of this Memorandum, (b) the conduct of the indemnifying party’s business, (c) any negligent act or omission of the indemnifying party; or (d) the infringement or misappropriation of any foreign or United States patent, copyright, trade secret, or other proprietary right.
- 7) Term and Termination. The term of this Memorandum of Understanding shall be for one (1) year beginning on March 1, 2021, and shall automatically renew on one (1) year terms. Either party may terminate this Memorandum of Understanding at any time upon thirty (30) days written notice to the non-terminating party.
- 8) Governing Law and Venue. The terms of this Memorandum of Understanding shall be construed by the laws of the State of Washington and the venue for any dispute arising out of this Agreement shall be brought in the courts for Thurston County, Washington.
- 9) Assignment. Neither party may assign this Memorandum of Understanding without the prior written consent of the other party.

Cooperation. The parties agree to cooperate with each other in the fulfillment of their respective obligations under this Memorandum and to comply with the requirements of the law and with all applicable ordinances, statutes, regulations, directives, orders, or other lawful enactments or pronouncements of any federal, state, municipal, local or other lawful authority.

10) Ratification. Occupancy prior to the effective date that falls within the scope of this Agreement and is consistent with its terms is hereby ratified and confirmed.

11) Contract Managers. The Parties agree that all formal communications about this Agreement, contract deliverables, accomplishments, regulatory oversight, invoicing and requests for amendment must be coordinated directly between the Consultant and City's Contract Manager unless otherwise approved in writing by the City. The contract managers are identified as follows:

**Providence Community Care Center**

Kristin Stocks, MA, LMHC  
Manager – Community Behavioral Health Services  
225 State Ave NE Olympia, WA 98501  
Kristin.Stocks@providence.org  
(360) 972-5587

**City of Olympia**

Rich Allen  
Acting Deputy Chief  
PO Box 1967 Olympia WA 98507  
Rallen@ci.olympia.wa.us  
360-753-8300

The parties hereto have caused this Memorandum of Understanding to be executed by their duly authorized representatives, who certify that they have the proper authority to legally bind their organization to this Agreement.

**PROVIDENCE HEALTH & SERVICES  
WASHINGTON d/b/a  
Providence Community Care Center:**

By: Darrin Goss  
Darrin Goss, CEO

Date: 05/17/2021

**CITY OF OLYMPIA:**

\_\_\_\_\_  
Steven J. Burney, City Manager

Date: \_\_\_\_\_

APPROVED AS TO FORM:

[Signature]  
Deputy City Attorney