

SERVICES PARTNERSHIP AGREEMENT

Between  
BURRELL, INC.

And  
CITY OF COLUMBIA MISSOURI

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This Partnership Agreement (the “**Agreement**”) is related to a proposed partnership between **Burrell, Inc. (“Burrell”)** and **the City of Columbia on behalf of Columbia/Boone County Public Health and Human Services-Women, Infants & Children (“WIC”)** (individually, each a “**Party**,” or collectively, the “**Parties**”) to integrate behavioral health services into treatment plans for young families participating in the WIC Program at WIC’s offices (“**Proposed Partnership**”), and is entered into on the date of the last signatory below (“**Effective Date**”).

**WHEREAS**, Burrell is a not for profit entity that provides comprehensive behavioral health care to children, teens, adults and families;

**WHEREAS**, Columbia/Boone County Public Health and Human Services is a public health department initially established by the city of Columbia, Missouri that provides WIC services to the residents of the city of Columbia and Boone County, Missouri;

**WHEREAS**, WIC operates the Women, Infants and Children Program (the “WIC Program”) to improve the nutritional health of pregnant women, breastfeeding moms, infants, and children, up to the age of five, with the goal of improving the overall health of families;

**WHEREAS**, WIC and Burrell desire to partner to integrate behavioral health services into the treatment plans for young families participating in the WIC Program at WIC’s offices (the “Practice Site”);

**WHEREAS**, Burrell is willing and able to provide certain behavioral health services (the “**Services**”) within the Practice Site at its own cost which the Parties believe will be mutually beneficial to both Parties in that they intend to promote and further the availability of certain high-quality clinical services, including, but not limited to, behavioral health services, in WIC’s service area and WIC desires to provide space at the Practice Site to Burrell to be used for the Services;

**WHEREAS**, the Parties desire to memorialize the arrangement by which such space and services are provided.

**NOW, THEREFORE**, in consideration of the intents contained herein, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

**I. COLLABORATION**

- I.1 Collaborative Services.** Burrell and WIC intend to collaborate to provide behavioral health consultation and education to WIC providers and behavioral health interventions to WIC families at the Practice Sites (“Collaborative Services”). Education and interventions shall be mutually agreed between the Parties. WIC and Burrell anticipate additional ongoing collaborations and affiliations between the Parties in support of the WIC Program. All future collaborative services between Burrell and WIC shall be governed by this Agreement.
- I.2 Billing and Collection.** Burrell shall retain responsibility for billing and collecting for any Services it provides, including the Collaborative Services, provided to patients of the WIC Program at the Practice Site as performed by the employees, contractors, or agents of Burrell. WIC Program will only be responsible for providing space at the Practice Site with Parties acknowledging that any WIC Program services are subject to appropriation.

## **II. TERM AND TERMINATION**

- II.1 Term.** The initial term of this Agreement shall be one (1) year commencing on the Effective Date. Thereafter, the Agreement shall automatically renew for successive one (1) year terms, unless terminated by either Party as provided herein.
- II.2 Termination.** This Agreement may be terminated for any reason including for convenience as follows:
- II.2.1 Termination by Agreement.** This Agreement may be immediately terminated by mutual written agreement of the Parties.
- II.2.2 Early Termination.** This Agreement may be terminated by either Party without cause or penalty by delivering written notice of termination to the other Party at least thirty (30) days prior to such early termination.
- II.3 Effect of Termination.** Upon termination of this Agreement, neither Party shall have any further obligations to the other Party hereunder.

## **III. CONFIDENTIALITY/PRIVACY**

- III.1 Confidential/Proprietary Information.** In the course of providing Services hereunder each Party will acquire valuable proprietary data and other confidential information with respect to the other Party’s activities. The Parties agree that such proprietary data and other confidential information includes, but is not limited to, the following: business and financial methods and practices, pricing and marketing techniques, file or database materials, computer programs, lists of patients, patient record cards, patient files and data on suppliers as well as similar information relating to current or future affiliates. The Parties acknowledge that each Party will occupy positions of trust and confidence with respect to the other Party’s affairs and services. The Parties acknowledge to the extent permitted by law that the restrictions set forth in this Section 3.1 are reasonable and necessary

for the protection, goodwill and business of each Party. Each Party will also ensure that to the extent permitted by law any of its respective employees or other agents gaining access to the other Party's proprietary information shall abide by the terms of this Section 3.1. Each Party represents that its experience and abilities are such that observance of these terms will not cause it any undue hardship or unreasonably interfere with its ability to operate. Parties agree that WIC is subject to Missouri's Sunshine Laws and nothing in this Agreement will impede or interfere with WIC's obligation to disclose information under the law.

**III.2 HIPAA.** Each Party to the extent required by law shall comply with the Standards for Privacy of Individually Identifiable Health Information and all other regulations promulgated under Section 264 of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and other state or federal health information privacy and security laws (collectively, "Privacy Laws") in effect as of the Start Date or as amended from time to time. Upon request, the Parties may amend the Agreement to conform with any new or revised Privacy Laws in order to ensure that Burrell is at all times in conformance with all Privacy Laws.

**III.3 CFR Part 2.** The Parties acknowledge that Burrell is subject to additional confidentiality requirements set for in 42 CFR § 2. The Parties will comply in all respects with the requirements of 42 C.F.R. Part 2 in addition to those requirements set forth by HIPAA.

#### **IV. COMPLIANCE/ STANDARDS**

**IV.1 Compliance with Laws, Regulations, and Accreditation.** The Parties believe and intend that this Agreement complies with all relevant federal and state laws as well as relevant regulations and accreditation standards, including but not limited to, any Federal Health Care Program fraud and abuse laws (including the Anti-Kickback Statute) and the Stark Law, and all of the rules and regulations promulgated pursuant to, and all of the cases or opinions interpreting such statutes and laws (collectively, "Laws").

**IV.2 Exclusion from State or Federal Health Care Programs.** Each Party represents and warrants to the other Party that it is not: excluded from participation in any Federal Health Care Program; debarred, suspended or otherwise excluded from participating in any other federal or state procurement or nonprocurement program or activity; or designated a Specially Designated National or Blocked Person by the Office of Foreign Asset Control of the U.S. Department of Treasury. Each Party further represents and warrants to the other Party that to its knowledge, there are no pending or threatened governmental investigations that may lead to such exclusion. WIC shall notify Burrell in writing upon the commencement of any such exclusion or investigation.

**IV.3 No Inducement to Refer.** Neither Party shall be obligated or required to refer any patients to the other Party, or any affiliate of the other Party, to obtain or receive any medical diagnosis, care or treatment from the other Party, or to purchase any health care related services or products from the other Party. Neither Party is entering into this Agreement with an expectation that any

unlawful patient referrals will occur or other business will be generated between the Parties. The Parties acknowledge and understand that all services provided to patients, including Services, are subject to patient choice and the best interest of the patient.

## V. STATUS OF THE PARTIES

**V.1 Relationship of the Parties - Independent Contractors.** Except as set forth in this Agreement, no action taken by either Party, or its officers, employees or agents pursuant to this Agreement, shall be deemed to create any partnership, joint venture, association or syndicate between the Parties, nor shall any such action be deemed to confer upon either Party any express or implied right or authority to assume, or create any obligation or responsibility, on behalf of, or in the name of, the other Party. The Parties to this Agreement are independent entities, contracting with each other solely for the purpose of carrying out the terms and conditions of this Agreement.

## VI. GENERAL PROVISIONS

**VI.1 Amendment.** No amendment, addition to, or modification of any provision hereof shall be binding upon the Parties, and neither Party shall be deemed to have waived any provision or any remedy available to it, unless such amendment, addition, modification or waiver is in writing and signed by a duly authorized officer or representative of the applicable Party or Parties.

**VI.2 Assignment.** Neither Party may assign this Agreement or the rights or obligations hereunder without the specific written consent of the other Party.

**VI.3 No Waiver of Immunities.** In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either Party's rights or defenses with regard to each Party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or laws.

**VI.4 Venue.** This Agreement shall be governed, interpreted, and enforced in accordance with the laws of the State of Missouri and/or the laws of the United States, as applicable. The venue for all litigation arising out of, or relating to this Contract, shall be in Boone County, Missouri, or the United States Western District of Missouri. The Parties hereto irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of Missouri.

**VI.5 Hold Harmless Agreement.** To the fullest extent not prohibited by law, Burrell shall indemnify and hold harmless City of Columbia, WIC, its directors, officers, agents, and employees from and against all claims, damages, losses, and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise of Burrell, of any subcontractor (meaning anyone including but not limited to Contractors having a contract with Burrell) or a

subcontractor for part of the services), of anyone directly or indirectly employed by Burrell or by any subcontractor, or anyone for whose acts Burrell or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require Burrell to indemnify, hold harmless, or defend City or WIC from its own negligence.

**VI.6 Notices.** Any notice, demand, request, or communication required or authorized by this Agreement shall be delivered either by hand, facsimile, overnight courier or mailed by certified mail, return receipt request, with postage prepaid to:

IF TO CITY:

City of Columbia, MO  
Columbia/Boone County Public Health  
ATTN: WIC Program  
P.O. Box 6015  
Columbia, MO 65205 – 6015

IF TO CONTRACTOR:

Burrell Behavioral Health  
Attn: CJ Davis  
2885 W Battlefield Rd  
Springfield, MO 65807

**VI.7 No Third-Party Beneficiary.** No provision of this Agreement is intended to nor shall it in any way inure to the benefit of any customer, property owner or any other third party, so as to constitute any such person a third-party beneficiary under this Agreement.

**VI.8 Entire Agreement.** This Agreement represents the entire and integrated agreement between the Parties relative to the contracted services herein. All previous or contemporaneous contracts, representations, promises and conditions relating to the contracted services herein are superseded.

*Signature Page Attached*

**Signature Page for Agreement**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives as of the date of the last signatory to this Agreement.

CITY: CITY OF COLUMBIA, MISSOURI

BY: \_\_\_\_\_

DATE: \_\_\_\_\_ *5/19*

ATTEST:

By: \_\_\_\_\_  
Sheela Amin, City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_ *a*  
Nancy Thompson, City Counselor/jc

**Burrell Behavioral Health**

By: \_\_\_\_\_ *C.J. Davis*  
Printed: C.J. Davis  
Title: President and CEO

ATTEST:  
BY: \_\_\_\_\_ *Renee Funk*  
TITLE: \_\_\_\_\_ *Executive Assistant*