

NON-CLINICAL SERVICES AGREEMENT
SSM Providing Services

EFFECTIVE DATE	
EXPIRATION DATE	
PARTY	
SSM	Treffert Center at Agnesian HealthCare, a member of SSM Health

WHEREAS, PARTY desires that SSM provide certain services as described below pursuant to this Non-Clinical Services Agreement (“Agreement”); and

WHEREAS, SSM desires to provide services in accordance with the terms of this Agreement.

THEREFORE, it is understood and agreed upon by the parties hereto as follows:

1. **Services.**

SSM shall provide all of the services set forth in Exhibit A, attached hereto and incorporated by its reference ("Services"). SSM and PARTY may add to or modify the Services by mutual written agreement at any time during the term of this Agreement. The Services shall be performed in a manner at least as good as industry standards.

The parties explicitly agree this is a non-exclusive arrangement and both parties are free to contract with other parties for the same or similar services.

2. **Compensation.**

2.1 **Compensation.**

As full consideration for Services performed pursuant to this Agreement, PARTY shall pay to SSM the compensation set forth in Exhibit B, attached hereto and incorporated by its reference (“Compensation”). The parties may from time to time increase or decrease the Compensation by mutual written agreement and the execution of a revised Exhibit B by duly authorized representatives of SSM and PARTY. SSM shall send invoices for all services rendered. PARTY shall pay all invoices within thirty (30) days of receipt.

2.2 **IRS Reporting Obligations.**

SSM shall report to the Internal Revenue Service (“IRS”) and to such state and local taxing authorities as may be applicable any income recognized by PARTY pursuant to this Agreement as may be required by law, pursuant to IRS Form 1099 or similar forms used for such purposes.

3. **Term and Termination.**

3.1 **Term.**

The term of this Agreement shall commence on the Effective Date and continue thereafter until the Expiration Date. All extensions shall be documented in writing and signed by both parties. In the event the parties fail to appropriately document an extension, and PARTY continues to provide Services hereunder, the term of this Agreement shall be deemed to be automatically extended on a day to day basis until terminated by either party upon thirty (30) days prior written notice, if the termination is without cause, or if the termination is not without cause, then as provided by the applicable time frame set forth in the Agreement.

3.2 **Termination.**

This Agreement may be terminated by either party for any reason upon thirty (30) days prior written notice to the other.

4. **Insurance.**

4.1 **PARTY.**

At all times during the term of this Agreement, PARTY shall procure and maintain commercial general liability insurance covering itself and its employees and agents providing services pursuant to the Agreement on an occurrence basis in the minimum amounts of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) annual aggregate of all claims. PARTY shall also maintain professional liability insurance coverage on an occurrence basis for its employees and agents providing services hereunder with minimum limits of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) annual aggregate. PARTY shall maintain Worker's Compensation coverage equal to statutory limits for its employees performing services pursuant to this Agreement. PARTY shall provide SSM a certificate of insurance evidencing that such coverage is in effect during the term of this Agreement.

In the event PARTY procures insurance coverage which is not on an occurrence basis, PARTY shall at all times, including without limitation, after the expiration or termination of this Agreement for any reason, maintain professional liability insurance coverage for any liability directly or indirectly resulting from the provision of services pursuant to this Agreement by PARTY or PARTY's employees or agents, or acts or omissions of PARTY or PARTY's employees or agents, occurring in whole or in part during the term of this Agreement (hereinafter "continuing coverage"). PARTY may procure such continuing coverage by obtaining subsequent policies which have a retroactive date of coverage equal to the Effective Date of this Agreement, by obtaining an extended reporting endorsement applicable to the insurance coverage maintained by PARTY during the term of this Agreement, or by such other methods acceptable to SSM.

4.2 **SSM.**

At all times during the term of this Agreement, SSM shall procure and maintain commercial general liability insurance, or self-insurance, covering itself and its employees and agents providing services pursuant to the Agreement on an occurrence

basis in the minimum amounts of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) annual aggregate of all claims. SSM shall also maintain property casualty and Worker's Compensation coverage.

5. **General Provisions.**

5.1 **Contractual Limitations.**

SSM and PARTY shall be independent contractors and this Agreement shall not constitute the formation of a partnership, joint venture, or an employment relationship. PARTY's employees and agents shall not be deemed to be employees of SSM and shall not be entitled to any benefits received by SSM employees. PARTY shall be responsible for all payroll taxes for its use. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior proposals, negotiations, communications, and agreements between the parties with respect to the subject matter hereof, whether oral or written. The parties shall not assign or transfer their respective rights or obligations under the Agreement except with the other party's prior written consent, except that SSM may assign this Agreement to a subsidiary corporation or affiliated corporation under common control without the prior written consent of PARTY. This Agreement shall be governed by and interpreted in accordance with the substantive laws of the state in which Services are being provided without application of choice of laws rules. This Agreement may only be amended or modified by a subsequent written agreement between duly authorized representatives of SSM or PARTY. The failure of either party to object to or to take affirmative action with respect to any conduct of the other that is in violation of the provisions of this Agreement shall not be construed as a waiver of that violation or any prior or future violations of the provisions of this Agreement.

5.2 **Medicare Access to Books and Records.**

In the event, and only in the event, that Section 952 of P.L. 96-499 (42 U.S.C. Section 1395x(v)(1)) is applicable to this Agreement, PARTY agrees as follows: (a) until the expiration of four (4) years after the furnishing of such Services pursuant to this Agreement, PARTY shall make available, upon written request of the Secretary of the U.S. Department of Health and Human Services or upon request of the Comptroller General of the United States, or any of his/her duly authorized representatives, this Agreement, and books, documents and records of PARTY that are necessary to certify the nature of the duties of this Agreement; and (b) if PARTY performs its Services hereunder through a subcontract with a related organization, with a value or cost of Ten Thousand Dollars (\$10,000.00) or more over a twelve-month period, then any such subcontract shall contain a clause to the effect that until the expiration of four (4) years after the furnishing of such Services pursuant to such subcontract, the related organization shall make available, upon written request of the Secretary of the U.S. Department of Health and Human Services or upon request of the Comptroller General of the United States, or any of his/her duly authorized representatives, the subcontract, and books, documents and records of such organization that are necessary to verify, the nature and extent of the cost of Services provided pursuant to such subcontract.

records and peer review and utilization review documents; the terms of this Agreement (except that either party may disclose pricing terms to its group purchasing organization(s) and others provided such recipients agree to keep the information confidential); and the finances, earnings, volume of business, systems, practices, plans, contracts, and similar information of each party. Each party agrees to use data encryption technology, firewalls, laptop cable locks, and other security devices to protect the confidentiality of the other party's information.

5.6 Indemnification.

Each party agrees to indemnify and hold harmless the other party, its directors, officers, affiliates, employees and agents from and against any and all claims, costs, expenses (including reasonable attorney fees), actions and/or liabilities which may be asserted against any one or more of them, arising out of any acts or omissions of its directors, officers, employees and agents.

5.7 Affirmative Action Statement.

SSM and all covered subcontractors shall abide by the requirements of 29 CFR § 471, Appendix A to Subpart A, 41 CFR § 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.

5.8 Counterparts, Facsimile or Electronic Signature.

This Agreement may be signed in one or more counterparts including via facsimile or email, or by electronic signature in accordance with applicable law, all of which shall be considered one and the same agreement, binding on all parties hereto, notwithstanding that both parties are not signatories to the same counterpart. A signed facsimile or photocopy of this Agreement shall be binding on the parties to this Agreement.

5.9 Severability.

In the event that any sections, paragraphs, sentences, clauses or phrases of this Agreement shall be found invalid, void and/or unenforceable, for any reason, neither this Agreement generally nor the remainder of this Agreement shall thereby be rendered invalid, void and/or unenforceable, but instead each such provision and (if necessary) other provisions hereof, shall be reformed by a court of competent jurisdiction so as to effect, insofar as is practicable, the intention of the parties as set forth in this Agreement, and this Agreement shall then be enforced as so reformed. Notwithstanding the preceding sentence, if such court is unable or unwilling to effect such reformation, the remainder of this Agreement shall be construed and given effect as if such invalid, void and/or unenforceable provisions had not been a part hereof.

5.10 HIPAA Compliance.

The parties to this Agreement agree that if they believe they will qualify as a Covered Entity and Business Associate as defined within the Health Insurance Portability and Accountability Act and its accompanying regulations (“HIPAA”), they will enter into a separate Business Associate Agreement. Both parties agree that they will at all times comply with the requirements of the Standards for Privacy and Security of Individually Identifiable Health Information promulgated by the Secretary of the United States Department of Health and Human Services under the Health Insurance Portability and Accountability Act of 1996 as amended.

5.11 Referrals.

The parties acknowledge that none of the benefits granted to either party hereunder are conditioned on any requirement that either party make referrals or be in a position to make or influence referrals to, or otherwise generate business for, the other party. The parties further acknowledge that neither party is restricted from establishing staff privileges at, referring any service to, or otherwise generating any business for any other entity of the other party’s choosing.

[Remainder of Page Intentionally Left Blank – Signature Page to Follow]

IN WITNESS WHEREOF, each person signing below represents and warrants that he or she is fully authorized to sign and deliver this Agreement in the capacity set forth beneath his or her signature and the parties hereto have signed this Agreement as of the date and year written below.

PARTY:

SSM:

Treffert Center at Agnesian HealthCare, a member of SSM Health

By: _____

Name:

Title:

Address:

Email:

Date: _____

By: _____

Name: James Mugan

Title: Sr. Vice President St. Agnes Hospital
Medical Group & Medical Affairs

Address: 430 E. Division Street
Fond du Lac, WI 54935

Date: _____

EXHIBIT A

SERVICES

PARTY requests that SSM provide the services listed below:

Treffert Center Related Services

Through the relationships we build in the communities we serve, we are proud to provide a comprehensive toolbox for all families, as well as diagnostic and treatment services for families overcoming autism and other challenges.

For families who live beyond our service area boundaries, we are able to provide consulting services (see consulting fee structure, attached) in a non-patient/client relationship as a way to provide advice that is general in nature and not specific to your individual child. No professional evaluation will be conducted of your child. We can provide an opportunity to listen to the areas of concern and offer general recommendation based on what we have learned in the past. The recommendation is not clinic in nature, or specific to the unique characteristics of your child. The areas in which we are able to provide broad and general recommendations, include: Autism, Hyperlexia and Savant Syndrome (Acquired, Sudden, Congenital, Other). Specific inquiries can be entered and submitted on the Treffer Center website, <https://www.agnesian.com/page/contact-us-treffert-center>. Requests are received and triaged as appropriate depending on the nature of the request.

EXHIBIT B

COMPENSATION

SSM shall be compensated by PARTY as follows:

See Treffert Approach Consulting Fee documents, attached.