

## SERVICES AGREEMENT

THIS SERVICES AGREEMENT ("Agreement") is entered into as of October 1, 2013, by and between PCC Community Wellness Center, an Illinois not-for-profit corporation having an office at 14 Lake Street, Oak Park, Illinois ("PCC") and Interfaith House, an Illinois not-for-profit corporation having an office at 3456 West Franklin Boulevard, Chicago, Illinois ("INTERFAITH HOUSE"). PCC and INTERFAITH HOUSE are sometimes referred to herein collectively as the "Parties" and individually as a "Party."

### RECITALS

INTERFAITH HOUSE provides respite care and supportive services for ill or injured homeless adults.

PCC is a federally qualified health center that provides medical services to Chicago's Austin neighborhood.

INTERFAITH HOUSE desires to engage PCC to provide contract physician services at INTERFAITH HOUSE.

It is agreed as follows:

#### 1. Services

- a. PCC will offer physician services on-site at INTERFAITH HOUSE four clinic sessions per week. The days and times of such clinic sessions shall be mutually agreed upon by the parties. Comprehensive primary care services will be offered, including:
  - i. Preventive care (such as well-woman care, cancer and chronic disease screening, and administration of vaccines obtained by INTERFAITH HOUSE)
  - ii. Care of chronic illness
  - iii. Care of acute illness
  - iv. Certain diagnostic testing, including phlebotomy, urinalysis, pregnancy testing, PPD testing, microscopy, STD screening, and Pap smears
  - v. Minor office procedures
- b. PCC physicians will perform intake assessments on new INTERFAITH HOUSE residents to determine the resident's connection to primary care. If the resident does not have a primary care provider, the PCC physician will assume this responsibility. If the resident is already engaged in a primary care relationship, the PCC physician will encourage (and facilitate, when necessary) continuation of that relationship.
- c. At the request of INTERFAITH HOUSE staff, PCC physicians will assess residents' medical stability for discharge from INTERFAITH HOUSE.
- d. When a provider is not available at INTERFAITH HOUSE for an acute health care need, PCC will offer care at one of its sites. If PCC centers are closed, INTERFAITH HOUSE staff may contact PCC's on-call physician for health care advice.
- e. PCC physicians will coordinate medical services with other health care providers contracted by INTERFAITH HOUSE.
- f. PCC will maintain a current medical record for each of its patients.

g. PCC physicians will assist INTERFAITH HOUSE staff in assuring continued primary medical care after discharge, either at PCC or at another health center.

**2. Medical Direction**

PCC will provide the medical direction of the clinic. PCC will be responsible for maintaining an appropriate system of quality controls over all operations. PCC will provide INTERFAITH HOUSE with a copy of its standards, and with a copy of the results on request by INTERFAITH HOUSE. PCC agrees to assume all responsibility for monitoring the medical care provided.

**3. Indemnification**

INTERFAITH HOUSE shall indemnify and hold PCC harmless from and against any and all claims, liabilities, and/or damages arising from the utilization of the physical space at INTERFAITH HOUSE, including costs of litigation and counsel fees. PCC shall indemnify and hold INTERFAITH HOUSE harmless from and against any and all claims, liabilities, and/or damages arising from the provision of services described in Section 1 above and the medical direction provided in Section 2 above, including the costs of litigation and counsel fees.

**4. Insurance**

PCC shall maintain coverage for professional liability of PCC, its agents and employees under the Federal Tort Claims Act ("FTCA") in an amount not less than \$1,000,000 per claim and \$3,000,000 in the annual aggregate. PCC shall also carry such other insurance as shall be necessary to insure PCC, its agents and employees, against any and all damages arising from PCC's various duties and obligations. INTERFAITH HOUSE shall obtain and maintain proof of professional and general liability insurance with limits not less than \$1,000,000 per person per claim and \$3,000,000 annual aggregate. All insurance described herein above shall remain in effect so long as this Agreement remains in effect. Each party shall provide the other party with a copy of the policy (or policies) evidencing the foregoing requirements upon request.

**5. Meetings**

PCC will organize a quarterly meeting to review Clinic operations, to include all Clinic providers and INTERFAITH HOUSE representatives as chosen by INTERFAITH HOUSE.

**6. Non-Exclusive Arrangement**

PCC understands that this arrangement is not exclusive and in no way restricts the ability of INTERFAITH HOUSE to accept referrals or work cooperatively with other providers of medical care. PCC also acknowledges that this cooperative working arrangement carries no expectation of referral after discharge and that residents with existing primary care relationships will be encouraged to maintain those relationships during their stay at INTERFAITH HOUSE and after discharge.



7. Mutuality

This agreement is mutually acceptable and mission consistent for both organizations. It allows INTERFAITH HOUSE to better serve the medical needs of the adult homeless population, and it offers PCC an opportunity to extend the medical services they provide to underserved patients.

8. Retention of Rights

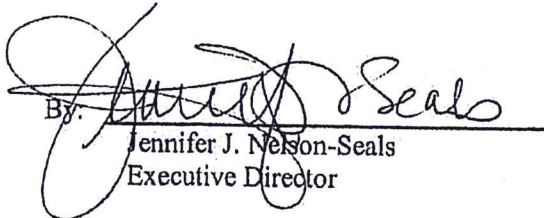
INTERFAITH HOUSE staff will retain all responsibility for decisions about accepting new residents and make final determinations about discharges. In addition, all decisions about referrals to PCC or other providers of medical care will be made by INTERFAITH HOUSE staff.

9. Term and Termination

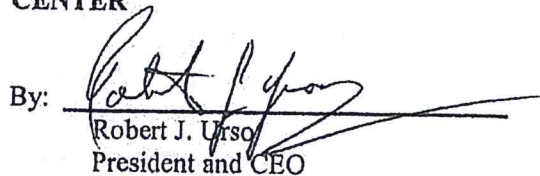
- a. The initial term of this Agreement shall be for one (1) year, beginning on October 1, 2013 and terminating on September 30, 2014. Thereafter, this Agreement shall automatically renew for one-year terms unless terminated as provided herein.
- b. Either Party may terminate this Agreement, with or without cause, by providing ninety (90) days prior written notice to the other Party.
- c. This Agreement shall automatically terminate if either Party fails to maintain in good standing its licensure, certification or accreditation governing the operation of its facility. Such Party shall immediately inform the other Party in writing of such failure.
- d. Either Party may terminate this Agreement, or any portion hereof, in the event the Agreement, or such part hereof, is deemed to be contrary to local, state, or federal law and it cannot be modified or amended in a way that is mutually agreeable to the Parties and complies with applicable law. The Parties agree to use their best efforts to modify the Agreement consistent with applicable law and to make changes to the minimum extent necessary to try to retain as closely as possible the original economic and other terms, as are reflected in this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Services Agreement on the day and year first written above.

INTERFAITH HOUSE

By:   
Jennifer J. Nelson-Seals  
Executive Director

PCC COMMUNITY WELLNESS  
CENTER

By:   
Robert J. Urso  
President and CEO