



**CHRISTIANA CARE  
HEALTH SERVICES**

**AGREEMENT TO PROVIDE PROFESSIONAL SERVICES  
COVER SHEET**

**Name:** Red Clay Consolidated School District –Warner Elementary School  
Shortlidge Academy

**MediTract#: 2001.7005**

**Address:** 1502 Spruce Avenue, Wilmington, Delaware 19805

**Type and Scope of Professional Services Provided:** This Agreement is for a partnership with the Red Clay School District to provide services at Warner Elementary School Based Health Center and Shortlidge Academy School Based Health Center. See Attachment 1 to this Cover Sheet for additional details.

**Effective Date:** 07/01/2020 **Initial Term/Contract Period:** From Effective Date through 06/30/2021

**Christiana Care Liaison:** Kathy Cannatelli

**School Liaison:** Mandy M. Pennington

**Compensation:** See Attachment 1 to this Cover Sheet.

Address and Contact Person for Notices Under Section 10(i):

School: At the address specified above on this Cover Sheet


Christiana Care:  
Executive Vice President  
Christiana Care Health Services, Inc.  
Management Suite  
4755 Ogletown-Stanton Road  
Newark, DE 19718


With a copy to:  
Corporate Counsel  
Christiana Care Health Services, Inc.  
Legal/Risk Management Department  
MAP 2 – Suite 2210  
4735 Ogletown-Stanton Road  
Newark, DE 19713

The attached Standard Terms and Conditions are incorporated into this Independent Contractor Agreement as described therein.

**Red Clay Consolidated School District**

**Christiana Care Health Services, Inc.**

By:   
Dorrell Green  
Superintendent

By:   
Kenneth L. Silverstein, MD, MBA  
Executive VP & Chief Physician Executive

Approved By Legal:

By:   
Christiana Care Health Services, Inc.

**This contract and any other contract between the Parties are identified on a master list of contracts maintained in the MediTract Tract Manager ☐ System**

**ATTACHMENT 1**  
**Description and Schedule of Services**

Christiana Care Health Services, Inc. (“Christiana Care”) and the State of Delaware Red Clay Consolidated School District (“School District”) will partner to provide services at the School Based Health Center (“Center”) at Warner Elementary School (“Warner”) and the School Based Health Center at Shortlidge Academy (“Shortlidge”)

The terms of the Partnership include the following:

- The School District will provide a Registered Nurse at the centers to support the physicians during office hours and for necessary after office hours support during the school year.
- Christiana Care will provide a physician, nurse practitioner, mental health provider and support staff at the centers during the school year. A schedule for providers will be shared when the centers open for the school year.
- Christiana Care center providers will be a part of the support services team at the schools.
- Student data shall be exchanged between Christiana Care and the School District to obtain information for evaluation. Only aggregate data will be made public. The data collection tool is attached.
- Christiana Care shall be entitled to bill for services provided at the Center.
- The School District will provide center space at both schools which ensures Joint Commission compliance.
- Christiana Care will provide medical supplies for the Center.
- The School District will provide office supplies for the Center.

**AGREEMENT WITH SCHOOL DISTRICT TO  
PROVIDE PROFESSIONAL SERVICES**

**THIS AGREEMENT** is effective as of the date set forth on the Cover Sheet, attached hereto and incorporated by reference (“Effective Date”), by and between the entity set forth in the Cover Sheet (“School District”) and **CHRISTIANA CARE HEALTH SERVICES, INC.** (“Christiana Care”), a Delaware non-profit corporation having a principal address located at 501 West 14<sup>th</sup> Street, Wilmington, Delaware 19801. School District and Christiana Care are referred to individually as “Party” and collectively as “the Parties.”

**RECITALS**

**WHEREAS**, the School District operates an elementary school described in and located at the address set forth in the Cover Sheet and wishes to partner with Christiana Care in order to provide the services of qualified clinical staff to provide professional services at the School District as described herein; and

**WHEREAS**, Christiana Care is an acute care hospital that employs clinical staff (“Christiana Care Staff”), who are duly licensed in the State of Delaware and qualified to provide the professional services described herein; and

**WHEREAS**, the School District desires for Christiana Care to provide the Services described herein on an exclusive basis upon the terms and conditions set forth in this Agreement.

**NOW, THEREFORE**, in consideration of the terms set forth below, the School District and Christiana Care agree as follows:

1. Contract for Services. School District hereby contracts with Christiana Care to provide the services and schedule of coverage as described in Attachment 1 to the Cover Sheet, attached hereto and incorporated herein by reference (the “Services”), and Christiana Care hereby agrees to provide the Services through its employees and contractors under such terms and conditions as are hereinafter stated and as the Parties may from time to time mutually agree.

2. Term and Termination.

(a) The initial term of this Agreement shall be as set forth in the Cover Sheet, unless terminated earlier under other provisions of this Agreement. Thereafter, this Agreement may be renewed upon mutual written agreement of the Parties. If this Agreement is terminated with or without cause within one (1) year of the Effective Date, the Parties shall not enter into another agreement for the same or similar services until at least one (1) year after the Effective Date.

(b) Notwithstanding anything in the Agreement to the contrary, this Agreement may be terminated:

(i) By either Party as a result of material breach of any condition of this Agreement by the other Party, provided that the aggrieved Party provides the other Party with written notice of the specific breach and the “breaching Party” fails to cure the breach within thirty (30) days. The termination by the aggrieved Party shall not preclude the aggrieved Party from pursuing any action for damages arising from the breach. Either Party has a duty to mitigate damages.

(ii) By either Party without penalty or cause by giving no less than ninety (90) days written notice to the other Party.

(iii) Personnel Conduct. School District may require the removal or withdrawal of any individual Christiana Care Staff from performance under this Agreement immediately upon the occurrence of any of the following events:

(A) Upon suspension, withdrawal or cancellation of a professional license to practice in the State of Delaware or elsewhere, and/or upon suspension or revocation of Medical-Dental Staff membership or clinical privileges required for the Christiana Care Staff to perform Service pursuant to this Agreement, and/or suspension from or revocation of participation in the Medicare or Medicaid programs;

(B) Upon a finding of professional misconduct by Christiana Care Staff or by any professional organization;

(C) The commission of a grossly negligent or intentional act that endangers the health, safety or welfare of a School District patient or the commission of an act that may constitute either a felony or a crime of violence or moral turpitude or the arrest of a Christiana Care Staff for such an act;

(D) The serious violation of School District policies or procedures that results in or is likely to result in harm to a School District patient; or

(E) As a result of his or her actions or omissions, Christiana Care Staff becomes a "Sanctioned Provider" as that term is described in Appendix A, attached hereto and incorporated herein by reference.

(c) Termination or Amendment as the Result of Government Regulation. Christiana Care shall have the right to terminate or unilaterally amend this Agreement, without liability, if on the advice of its counsel, it determines in its reasonable judgment that the terms of this Agreement, more likely than not, may be interpreted to violate any present or future enacted law or promulgated regulation applicable to it, which, if violated, would jeopardize the status of Christiana Care as a recipient of governmental or private funds for the provision of health care services or jeopardize its tax-exempt status or ability to obtain tax-exempt financing. Notwithstanding Christiana Care's right to terminate, Christiana Care shall first use its reasonable efforts to amend this Agreement only to the extent necessary to conform the potentially violative terms to the applicable law or regulation, and will only terminate this Agreement pursuant to this Section 2(c), if it determines, in its reasonable judgment, that an amendment will not result in compliance. If Christiana Care is able to fashion an amendment which will cause the potentially violative terms to comply with the applicable law or regulation, but the amendment is unacceptable to Facility, School District may elect to terminate this Agreement without liability, if the amendment would result in a material change to this Agreement.

3. Christiana Care Representations. Christiana Care hereby makes the following representations, the continuing validity of which shall be prerequisite to the obligations of School District hereunder:

(a) Christiana Care Staff assigned to perform the Services shall meet the minimum requirements established by Christiana Care for performance of the Services at any Christiana Care facility.

(b) Christiana Care Staff shall at all times conduct themselves in compliance with all applicable federal, state and local laws, rules and regulations and in compliance with Christiana Care's Medical-Dental Staff Bylaws, Rules and Regulations, including, but not limited to, Medicare and Christiana Care's existing corporate compliance program. Christiana Care shall provide to School District a copy of its Code of Organizational Ethics and related federal Anti-Kickback Statute and Stark Law Policies and Procedures. School District shall participate in Christiana Care's compliance training related to the federal Anti-Kickback Statute and Stark Law as required by Christiana Care.

(c) Christiana Care and Christiana Care Staff pledge themselves to maintain such standards and meet such requirements as will, at all times, warrant full accreditation of the Parties by The Joint Commission, continuance of the Parties' licenses or operating certificates, approvals, accreditation and certifications by applicable review and certifying boards and/or agencies in connection with any training programs as are or may be adopted by the governing authority of the Parties.

(d) Information and medical records are confidential. Disclosure of that information should be made only when appropriately authorized. Christiana Care will establish a medical record for every client who obtains services and provides updated information. These records will be maintained in accordance with federal and state laws and accepted medical record retentions standards. Records must be complete, legible, accurate, and safeguarded against loss or use by unauthorized persons. All records, when not in use, should be maintained in locked cabinets.

(e) During the term of this Agreement, Christiana Care may be engaged by one (1) or more other institutions and it represents that it is not and shall not become a party to any agreement that conflicts with the duties hereunder and Christiana Care shall use its best efforts to segregate work done under this Agreement from work at any such other institution. Christiana Care shall inform School District of any other arrangements that may present a conflict of interest or materially interfere in performance of their duties under this Agreement. In the event Christiana Care pursues conduct that does, in fact, constitute a conflict of interest or which materially interferes with, or is reasonably anticipated to interfere with Christiana Care's performance under this Agreement, either party may exercise its rights and privileges under Section 2 above.

(f) During the term of this Agreement of any renewal or extension thereof, Christiana Care agrees to maintain, during the term of this Agreement, professional liability insurance covering Christiana Care and Christiana Care Staff with minimum limits of One Million and 00/100 Dollars (\$1,000,000) per occurrence, or claim, and Three Million and 00/100 Dollars (\$3,000,000) annual aggregate. Christiana Care shall furnish School District with a certificate of insurance or other written document reasonably satisfactory to School District as evidence that the necessary insurance coverage is in full force and effect. In the event said insurance is maintained on a "claims made" basis, Christiana Care agrees to maintain appropriate tail coverage for claims, demands or actions reported in future years for acts or omissions regarding the Services during the term of this Agreement. It is agreed that the insurance requirement hereunder may be satisfied through a plan of self insurance. In addition to the foregoing, Christiana Care shall maintain workers compensation coverage for its employees in accordance with applicable statutory limits required by the State of Delaware.

(h) The individual identified on the Cover Sheet shall be the liaison with School District regarding this Agreement ("Liaison"). It shall be the Liaison's responsibility to represent and speak for Christiana Care in all matters concerning the performance of this Agreement or otherwise requiring mutual collaboration and decision making, and to consult with School District regarding negotiations with third-party payors.

(i) Credentials. The Christiana Care Staff who are employed or contracted by Christiana Care to perform its obligations hereunder shall be and at all times remain, as appropriate, duly licensed and qualified to practice their profession in the State of Delaware. Christiana Care and/or each practitioner shall, during the term of this Agreement, advise School District of: (i) any change in the status of an individual's state medical or professional licensing and/or (ii) the commencement of any action or proceeding involving the individual's fitness to practice and/or disciplinary action against such individual.

4. Facility's Representations. As consideration for the obligations and responsibilities of Christiana Care pursuant to this Agreement, School District shall make available, as specified herein, such facilities, equipment, furniture, fixtures, supplies and materials as mutually agreed to by Christiana Care and School District as being necessary for the proper performance of the duties as outlined in this Agreement. School District shall be responsible for the timely maintenance, repair, and inspection of equipment utilized in the provision of the Services; provided, however, that Christiana Care and the Christiana Care Staff shall report to School District any equipment believed to be in disrepair or to require maintenance.

5. Regulatory Compliance. The Parties agree that they shall at all times conduct themselves in compliance with all applicable federal, state and local laws, rules and regulations. Each party to this Agreement certifies that the party shall not violate the Anti-Kickback Statute and the Stark law with respect to the performance of this Agreement. Neither Christiana Care nor any Christiana Care Staff practitioner is a "Sanctioned Provider," as described in Appendix A, attached hereto and incorporated by reference.

6. Compensation. Compensation shall be paid as set forth on Attachment 1 to this Agreement.

7. Billing. Christiana Care shall be entitled to bill patients for all charges and fees related to the Services provided hereunder.

8. Independent Contractor Relationship. In the performance of Services hereunder, Christiana Care shall conduct itself always as an independent contractor, and none of its officers, directors, employees, representatives or agents shall be considered an employee, agent or servant of School District and shall not be entitled to workers compensation or other benefits of Facility. School District shall neither have nor exercise any control over the professional judgment or methods used by Christiana Care or individuals retained by Christiana Care in the performance of duties as outlined in this Agreement other than that as required by the credentialing process and quality improvement programs. Christiana Care shall be responsible for making all necessary payments for federal and state income taxes, including, but not limited to, social security payments required to be made by Christiana Care.

9. Indemnification.

(a) Christiana Care and School District each agree to indemnify, protect and hold harmless the other Party, its agents, directors, officers and employees from and against any and all losses, claims, demands, actions, civil money penalties, or judgments, for which the other Party may become liable based upon or arising out of any Services that are the subject of this Agreement and resulting from the negligent acts or omissions of the indemnifying Party or any of its agents, officers or employees.

(b) Each Party shall timely notify the other of any facts upon which a claim for indemnification hereunder may be based and, upon reasonable request in writing, shall provide the other

Party, or its duly authorized representative with reasonable opportunity to examine all books, records and documents of the Party seeking indemnification insofar as they relate to this indemnification.

(c) The provisions of this article shall survive the expiration of this Agreement, including any extensions thereof.

10. General Provisions.

(a) Assignment. School District shall not assign, sell or transfer this Agreement, its obligations hereunder or any interest herein without the prior written consent of Christiana Care. This Agreement may be assigned in whole or in part by Christiana Care to any affiliated organization or to any entity who is the successor in interest to substantially all of the assets of Christiana Care.

(b) Confidentiality of Information. Unless required in the performance of the terms of this Agreement, or otherwise required by law, the Parties shall keep the terms of this Agreement confidential. School District will not disclose without Christiana Care's prior written consent, and will maintain as confidential, all information acquired by or made known to School District in connection with the operation of Christiana Care, and/or the performance of Facility's duties hereunder. The above shall be deemed to include patient records and all other information, in any form, obtained or maintained in the normal operation of Christiana Care.

(c) Governing Law. This Agreement shall be interpreted and construed according to, and governed by, the laws of the State of Delaware.

(d) Dispute Resolution. In the event any dispute or controversy arises out of or relating to this Agreement, the parties agree to exercise their best efforts to resolve the dispute as soon as possible. The parties shall, without delay, continue to perform their respective obligations under this Agreement that are not affected by the dispute. The federal or state courts located in the County of New Castle and the State of Delaware shall have jurisdiction to hear any dispute under this Agreement.

(e) Severability. If any term or provision of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those which are held invalid or unenforceable shall not be affected thereby.

(f) Captions. Captions contained in this Agreement are inserted only as a matter of convenience and in no way define, limit or extend the scope or intent of this Agreement or any provision hereof.

(g) Gender. Any noun or pronoun used in this Agreement shall be construed in masculine, feminine or neuter as its sense and use may require.

(h) Waivers and Amendments. No waiver of any term, provision or condition of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be or construed as a further and continuing waiver of any such term, provision or condition of this Agreement. No amendment to any provision of this Agreement shall be effective unless in writing and signed by each Party.

(i) Notices. All notices, requests, demands, or other communications authorized or required to be given by any Party pursuant to this Agreement shall be given in writing in one of the following ways: (a) delivered personally; (b) sent by overnight express delivery (for which written

confirmation of delivery can be obtained from the carrier); (c) sent by registered or certified U.S. mail, return receipt requested to the addresses set forth in the Cover Sheet; or (d) sent by electronic transmission, with verification of receipt. The Parties shall be responsible for notifying each other promptly in writing of any changes of address.

(j) Access to Books and Records. To the extent required by Section 1861(v)(1)(I) of the Social Security Act and until the expiration of four (4) years after the furnishing of services pursuant to this Agreement, Christiana Care shall make available upon written request of the Secretary of Health and Human Services or the United States Comptroller General or any of their duly authorized representatives, this Agreement, and any books, documents and records of Christiana Care that are necessary to certify the nature and extent of costs incurred by Christiana Care under this Agreement.

(k) No Discrimination. Each Party agrees that, in the performance of this Agreement, Services will be provided without discrimination toward any patients, employees, or other persons regardless of their race, religion, ethnic/national identity, gender, age, disability, marital status, sexual orientation, or genetic information. The Parties hereto are equal opportunity employers. The Parties shall comply with all requirements and provisions of the Civil Rights Act of 1964, and the Delaware Discrimination in Employment Act.

(l) Binding Agreement. All of the terms and provisions of this Agreement shall be binding upon, inure to the benefit of and be enforceable by each of the Parties hereto, their respective legal representatives and their permitted successors and assigns.

(m) Further Assurances. The Parties agree to execute such other documents as may be required to implement the terms and provisions and fulfill the intent of this Agreement.

(n) Integrated Agreement. This Agreement constitutes the entire understanding and agreement between the Parties concerning the subject matter hereof. This Agreement supersedes all prior written or oral agreements or understandings existing between the Parties concerning the subject matter hereof.

(o) Required Approvals. This Agreement shall not be legally binding on Christiana Care until this Agreement has been reviewed and approved in writing by Christiana Care's Legal Department.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed as of the Effective Date by persons duly authorized to bind the Parties to perform their respective obligations hereunder, as set forth on the Cover Sheet.



## **APPENDIX A**

### **Sanctioned Provider**

“Sanctioned Provider” means a Person who:

1. Is currently under indictment or prosecution for, or has been convicted of:
  - (a) Any offense related to the delivery of an item or service under the Medicare or Medicaid programs or any program funded under Title V or Title XX of the Social Security Act (the Maternal Child Health Services Program or the Block Grants to States for Social Services programs, respectively),
  - (b) A criminal offense relating to neglect or abuse of patients in connection with the delivery of a health care item or service,
  - (c) Fraud, theft, embezzlement, or other financial misconduct in connection with the delivery of a health care item or service,
  - (d) Obstructing an investigation of any crime referred to in a) through c) above, or
  - (e) Unlawful manufacture, distribution, prescription, or dispensing of a controlled substance;
2. Has been required to pay any civil monetary penalty under 42 U.S.C. §1320a-7a, regarding false, fraudulent, or impermissible claims under, or payments to induce a reduction or limitation of health care services to beneficiaries of, any state or Federal health care program, or is currently the subject of any investigation or proceeding which may result in such payment; or
3. Has been excluded from participation in the Medicare, Medicaid, or Maternal and Child Health Services (Title V) program, or any program funded under the Block Grants to States for Social Services (Title XX) program.