



IMPORTANT: This form must be completed and received
30 business days prior to the Committee of the Whole Meeting.

FISCAL YEAR: 26-27

CONTRACT APPROVAL COVER SHEET

Please attach a copy of the contract/agreement (signed and dated by the vendor). Please note that all contracts must be solicitor-reviewed prior to submitting contracts for Board approval.

PLEASE PRINT LEGIBLY

Vendor/Consultant Name: Joseph F. Thomas DO, MBA

Start Date: Sept 1, 2026 End Date: June 30, 2027

Building/Department Name: Student Services

Total Cost of Contract: \$ 50,000

Scope of Work: Providing medical and consulting services to the HBGSD student health program

Funding Source: General

Budget Account Code 10-2420-330-000-10-00-110-00-0054

The attached document has been prepared for accuracy and is ready for approval.

Any supporting documentation regarding this request has been attached.

- ☐ Document Submitted by: Kathleen Date: 7/15/26
- ☐ Office Director Reviewed: Joseph Thomas Date: 7/15/26
- ☐ Superintendent/Designee Reviewed: _____ Date: _____

For Office Use Only:

Notes/Comments: _____

Board of Directors Approval / Denial was obtained on this date: _____

Please note: For questions regarding denial, please speak with your immediate supervisor.

HARRISBURG SCHOOL DISTRICT
MEDICAL DIRECTOR SERVICES AGREEMENT

THIS AGREEMENT is made this ___ day of August, 2026, by and between **Joseph F. Thomas DO, MBA** ("Contractor") and the **HARRISBURG SCHOOL DISTRICT**, a Pennsylvania school district having its principal place of business located at 1010 North 7th Street, Harrisburg, PA 17102 ("District").

WITNESSETH:

WHEREAS, the District desires to retain Contractor to provide medical director and consulting services for the District's student health services program; and

WHEREAS, Contractor agrees to provide such services pursuant to the terms and conditions set forth herein. NOW, THEREFORE, intending to be legally bound, the parties agree as follows:

I. DESCRIPTION OF SERVICES

- A. Contractor shall serve as Medical Director for the District and provide physician consultation and oversight services related to student health programming, policies, and clinical operations.
- B. Contractor shall collaborate with the Director of Student Services and District nursing staff regarding:
 - 1. Health policies and procedures;
 - 2. Emergency preparedness and emergency care planning;
 - 3. Communicable disease management;
 - 4. Immunization compliance;
 - 5. Medication administration protocols;
 - 6. Student health and safety initiatives;
 - 7. School-based health procedures and protocols;
 - 8. Mental and behavioral health consultation as appropriate;
 - 9. Policy consultation on student health matters as requested by the District;
 - 10. Policy consultation regarding school athletics and sports-related health matters.
 - 11. Contractor shall review and authorize standing medical orders annually and as otherwise clinically appropriate.
- C. Contractor may review and authorize medical documentation, incident reports, emergency medication protocols, and School-Based Access Program documentation as required under applicable law or District policy.
- D. Contractor shall provide consultation regarding:
- E. Health promotion activities;
- F. Student health initiatives;
- G. Coordination with outside medical providers where authorized by law and parental consent;
- H. Clinical best practices affecting student health services.
- I. Contractor may perform student physical examinations required by Pennsylvania law for students unable to obtain examinations from their private healthcare provider, subject to scheduling availability and mutual agreement of the parties. Any mass physical examination events, athletic

coverage, sideline coverage, return-to-play determinations, or sports event attendance shall require separate written agreement and compensation.

- J. Contractor shall utilize District-issued technology when accessing confidential student
 - a. information and shall comply with all applicable Family Educational Rights and Privacy Act ("FERPA"), Health Insurance Portability and Accountability Act ("HIPPA"), and District confidentiality requirements. Contractor agrees to fully comply with FERPA, HIPPA and/or the District's confidentiality requirements at all times
- K. Contractor shall obtain and maintain current Pennsylvania Act 34 (Criminal History), Act 151 (Child Abuse), and Act 114 (FBI Fingerprint) clearances as required under 24 P.S. § 1-111 and shall provide copies to the District prior to commencing services.
- L. Contractor's role is advisory and consultative in nature. Contractor shall not serve as the primary treating physician for District students and shall not assume ongoing clinical responsibility for individual students except as specifically required under Pennsylvania school health regulations.

II. COMPENSATION

- A. District shall pay Contractor a monthly professional services retainer in the amount of FIVE THOUSAND DOLLARS (\$5000.00) per month. The retainer compensates Contractor for reserving availability and providing Medical Director services to the District and shall be payable regardless of the actual number of hours utilized by the District during a given month.
- B. The monthly retainer includes up to thirty (30) hours of services per month. Unused hours shall not accrue or carry forward to future months.
- C. Any services requested by the District in excess of thirty (30) hours during a calendar month must receive prior written authorization from the District and shall be billed at THREE HUNDRED DOLLARS (\$300.00) per hour.
- D. Contractor shall submit monthly invoices summarizing services rendered. Payment shall be made within thirty (30) days of receipt of invoice. Payment of the monthly retainer shall not be contingent upon utilization of the full thirty (30) hours.
- E. Contractor's services shall primarily be performed remotely, including via secure electronic communication, telephone, and virtual meetings, except where in-person attendance is reasonably required and mutually agreed upon.
- F. Contractor shall not be considered "on-call" outside agreed-upon consultation times unless separately negotiated in writing.
- G. Abuse and Molestation Liability Insurance Reimbursement. The District shall reimburse Contractor for the actual, documented premium cost of abuse and molestation liability insurance annually required under Section VII of this Agreement, subject to the following conditions:
 - 1. Reimbursement is limited to the actual premium cost, without markup, for coverage specifically required by this Agreement;
 - 2. Contractor shall submit a copy of the carrier invoice or premium statement to the District prior to reimbursement;
 - 3. Reimbursement is conditioned upon prior written approval by the District Superintendent or designee, and Board authorization as part of this Agreement or a duly approved amendment;
 - 4. The reimbursement obligation exists only during the term of this Agreement and solely for coverage related to services performed hereunder;
 - 5. Reimbursement does not constitute an employee benefit, does not alter Contractor's independent contractor status, and does not shift liability for Contractor's negligence to the District.

III. TERM AND TERMINATION

- A. This Agreement shall commence September 1, 2026, and continue through June 30, 2027, unless earlier terminated pursuant to this Agreement.
- B. Either party may terminate this Agreement upon thirty (30) days written notice.
- C. Immediate termination may occur for, (1) Contractor's loss of medical licensure or restriction thereon; (2) Contractor's material breach of this Agreement; (3) Contractor's conviction of a felony or crime involving moral turpitude; (4) loss of required insurance coverage; or (5) conduct that poses a risk to student safety.
- D. Where reasonably possible, a material breach by either party shall allow a fifteen (15) day cure period prior to termination. If a cure period is not reasonably possible under the circumstances, then either party may immediately terminate the agreement for a material breach.
- E. Upon termination, Contractor shall be compensated for all accrued monthly retainers and approved services rendered through the effective termination date.

IV. INDEPENDENT CONTRACTOR STATUS

- A. Contractor is and shall remain an independent contractor and not an employee, partner, or agent of the District. Nothing in this Agreement shall be construed to create any employment relationship.
- B. Contractor shall maintain sole responsibility for all federal, state, and local taxes, insurance, licensure, and professional obligations associated with Contractor's medical practice and business operations.
- C. Contractor shall control the manner and means by which services are performed, shall set Contractor's own schedule (subject to reasonable availability for District needs), and shall use Contractor's own equipment and supplies unless otherwise agreed,
- D. Contractor is not entitled to and shall not receive any employee benefits from the District, including but not limited to workers' compensation, unemployment compensation, health insurance, dental insurance, retirement benefits, paid leave, or any other benefit available to District employees.
- E. Contractor acknowledges that Contractor is not covered by the District's workers' compensation insurance and that this Agreement does not create any right to coverage under the District's workers' compensation, unemployment compensation, or any other employee benefit program. This acknowledgment is a factual representation consistent with the independent contractor relationship and is not intended as a statutory waiver of rights that cannot be contractually waived.
- F. Contractor shall be solely responsible for payment of all federal, state, and local income taxes, self-employment taxes, and other taxes arising from compensation received under this Agreement. The District shall issue an IRS Form 1099 to Contractor as required by law.

V. MEDICAID / SCHOOL-BASED ACCESS PROGRAM

- A. Contractor's participation in any Medical Assistance (Medicaid) enrollment or credentialing process required for School-Based Access Program ("SBAP") compliance shall be limited solely to Contractor's role as Medical Director and authorizing practitioner for District services.
- B. Nothing in this Agreement shall require Contractor to:
 - 1. Enroll Contractor's private medical practice as a participating Medicaid provider;
 - 2. Accept Medicaid patients into Contractor's private practice;
 - 3. Bill Medicaid directly for private clinical services; or
 - 4. Participate in any Medicaid managed care network in Contractor's private practice capacity.
 - 5. District acknowledges that Contractor's private medical practice operations remain separate and independent from services provided pursuant to this Agreement.

VI. QUALIFICATIONS AND CREDENTIALS

Contractor represents and warrants that Contractor holds a current, unrestricted license to practice medicine in the Commonwealth of Pennsylvania and maintains board certification in an appropriate medical specialty. Contractor shall immediately notify the District in writing of any change in licensure status, disciplinary action, or restriction on the ability to practice.

VII. PROFESSIONAL LIABILITY INSURANCE

- A. Contractor shall maintain professional liability insurance coverage with minimum limits of \$1,000,000 per occurrence and \$3,000,000 aggregate, or such other limits as mutually agreed in writing by the parties. Contractor shall maintain Professional Liability Insurance with minimum limits of \$1,000,000 per occurrence and \$3,000,000 aggregate, General Liability Insurance with minimum limits of \$1,000,000 per occurrence and \$2,000,000 aggregate, and Abuse & Molestation Liability Insurance with minimum limits of \$1,000,000 per occurrence and \$3,000,000 aggregate.
- B. Contractor shall maintain workers' compensation insurance covering Contractor's employees, if any, to the extent required by Pennsylvania law. If Contractor, as sole owner/officer of Contractor's medical practice, is legally exempt from or excluded from workers' compensation coverage under Contractor's practice policy, Contractor shall provide the District with: (1) a certificate of insurance evidencing workers' compensation coverage for any practice employees; and (2) a written certification that Contractor is exempt or excluded from coverage as owner/officer. Contractor acknowledges that Contractor is not entitled to workers' compensation benefits from the District.
- C. Contractor shall maintain legally required personal automobile liability insurance for any vehicle owned or used by Contractor. If Contractor uses a vehicle in the performance of services under this Agreement beyond ordinary commuting to District premises, or drives on District property for District-related business, Contractor shall provide evidence of automobile liability coverage with limits of not less than \$500,000 combined single limit upon District request. Contractor shall not transport students or use a District vehicle unless separately agreed in writing. Additional insured status on automobile coverage is not required.
- D. Certificates of insurance shall be provided to the District prior to the commencement of this Agreement.
- E. Contractor shall name the District as an additional insured on Contractor's general liability and Abuse and Molestation insurance policies. The District acknowledges that it will not be named as an additional insured on Contractor's professional malpractice coverage.
- F. Contractor shall provide certificates of insurance evidencing the required coverages prior to the commencement of services and upon each renewal.
- G. All policies shall provide for thirty (30) days' written notice to the District prior to cancellation or material change.
- H. Failure to maintain required insurance shall constitute a material breach of this Agreement and grounds for immediate termination.

VIII. LIMITATION OF RESPONSIBILITY

A. Contractor shall exercise reasonable professional medical judgment consistent with applicable standards of care.

Contractor shall not be responsible for the following:

1. Independent actions of District employees;
2. Nursing decisions made without Contractor consultation;
3. Failure of District personnel to implement recommendations;
4. Clinical outcomes arising from incomplete or inaccurate information provided to Contractor except to the extent caused by Contractor's negligence, willful misconduct, or material breach of this Agreement.

X. CONFIDENTIALITY AND HIPAA COMPLIANCE

- A. Contractor shall maintain the confidentiality of all student records and/or student health information and District information in accordance with FERPA, HIPAA, and applicable Pennsylvania law.
- B. District shall provide Contractor with necessary secure access systems and technology for performance of services.
- C. Contractor shall not remove student records or protected health information from District systems or premises except as necessary for the performance of services and in compliance with HIPAA and FERPA. Any records maintained by Contractor in Contractor's possession shall be subject to the same confidentiality obligations and shall be returned to the District or securely destroyed upon termination of this Agreement.
- D. The District shall be responsible for the security and retention of records maintained within District systems. Contractor's obligations under this section apply to records in Contractor's possession or control.

X. COMPLIANCE WITH LAW

- A. Contractor shall comply with all applicable federal, state, and local laws and regulations governing the services provided under this Agreement.

XI. NON-EXCLUSIVITY

- A. Nothing in this Agreement shall restrict Contractor from maintaining private medical practice, consulting arrangements, business ventures, or other professional engagements, provided that such activities do not create a conflict of interest with Contractor's duties under this Agreement. Contractor shall promptly disclose any actual or potential conflict of interest to the District.

XII. DISPUTE RESOLUTION AND LITIGATION

- A. Good Faith Resolution. In the event of any dispute, controversy, or claim arising out of or relating to this Agreement, the parties shall first attempt in good faith to resolve the matter through informal discussion and negotiation.
- B. Mediation. If the parties are unable to resolve a dispute through negotiation within thirty (30) calendar days, either party may request mediation before a mutually agreed neutral mediator in Dauphin County, Pennsylvania.
- C. Venue and Governing Law. Any litigation shall be brought exclusively in the Court of Common Pleas of Dauphin County, Pennsylvania, or the United States District Court for the Middle District of Pennsylvania.

- D. Attorneys' Fees and Costs. Each party shall bear its own attorneys' fees and costs unless otherwise awarded by a court of competent jurisdiction.
- E. Continuing Obligations. The existence of a dispute shall not relieve either party from ongoing obligations under this Agreement.

XIII. INDEMNIFICATION

- A. Contractor shall indemnify, defend, and hold harmless the District, its Board members, officers, employees, and agents from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) directly arising from Contractor's negligent acts, errors, omissions, or willful misconduct in the performance of professional medical services under this Agreement.
- B. District shall indemnify and hold harmless Contractor from claims, damages, or liabilities arising from the District's negligent acts or omissions, to the extent permitted by applicable law. However, under no circumstance shall the district's liability either directly or through indemnity exceed its liability under the Pennsylvania Subdivision Torts Claim Act. The district expressly does not waive the protections of the Pennsylvania Subdivision Torts Claim Act.
- C. Neither party shall be obligated to indemnify the other for the other party's own negligence, willful misconduct, or unlawful acts.
- D. The indemnification provisions shall survive termination of this Agreement.

XIV. RECORDS AND AUDIT

Contractor shall document services within District-designated systems as required. District shall be responsible for the retention, storage, security, and maintenance of all records created or maintained within District systems. Contractor shall not be required to separately maintain copies of records stored by the District and shall be provided reasonable access to such records if needed for audits, investigations, or legal proceedings relating to services performed under this Agreement. Contractor shall maintain accurate records of time spent and services performed under this Agreement. The District reserves the right to audit such records upon reasonable notice.

XV. NOTICES

All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when personally delivered, or three (3) business days after being sent by certified mail, return receipt requested, to the addresses set forth above or such other address as a party may designate in writing.

XVI. ENTIRE AGREEMENT

- A. This Agreement constitutes the entire agreement between the parties and supersedes all prior oral or written agreements concerning the subject matter herein.
- B. Any amendments must be in writing and signed by both parties.
- C. This Agreement shall not be assigned by either party without the prior written consent of the other party.
- D. If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall continue in full force and effect.
- E. This Agreement is subject to approval by the Board of School Directors of the Harrisburg School District. Contractor acknowledges that no obligation of the District hereunder shall be binding unless and until so approved.

XVII. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

HARRISBURG SCHOOL DISTRICT

Attest: _____ By : _____

Board Secretary

Roslyn Copeland
Board President

CONTRACTOR:

By: _____ Date: _____

Joseph. F. Thomas DO MBA