

STATE OF NORTH CAROLINA

WAKE COUNTY

**HEALTH CARE SERVICES AGREEMENT**

AGREEMENT is made as of the date of the last signature below, between the North Carolina State University, c/o Student Health Service, Campus Box \_\_\_\_\_, Raleigh, NC 27695 (hereinafter referred to as the "NC STATE") and \_\_\_\_\_, (hereinafter referred to as the "Contractor").

WITNESSETH:

WHEREAS, NC STATE desires to enter into this Agreement to obtain certain health care services to be provided by Contractor, and

WHEREAS, Contractor is willing to enter into this Agreement to provide such health care services.

NOW, THEREFORE, the parties hereto agree as follows:

1. The Contractor shall advise the Department of Student Health Service and provide primary health care for patients as requested by the Department of Student Health Service. In fulfilling this Agreement, Contractor agrees that his activities will involve providing medical services of the following types:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

2. The term of this Agreement shall begin on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, and shall terminate on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_; provided, however, either party shall have the right to terminate this agreement upon 90 days written notice to the other party.

3. As full compensation for health care services provided under this Agreement, NC STATE shall pay the Contractor at a rate of \$\_\_\_\_\_ Dollars per hour payable within 14 days after receipt of each of Contractor's invoices. The Contractor shall submit to the Administrative Director of NC STATE by the 10<sup>th</sup> day of each month, a statement reflecting those days upon which consulting services were performed during the preceding month. The Contractor is responsible for furnishing tax information to the proper agencies, providing travel to and from NC State and providing insurance coverage.

4. Medical and Health Care Services Contract Providers must purchase and maintain Medical Professional Liability Insurance (claims-made policy form) with limits of not less than \$1,000,000 per person and \$1,000,000 aggregate basis. The contractor must provide proof of coverage to NC STATE through written certification from the insurance carrier, and the certification must include a 30 day written notice of cancellation. If the Contractor's insurance carrier can not provide such thirty days notice of cancellation, a written promise to make a good

faith effort to provide 10 days written notice of cancellation is sufficient to meet this requirement. During the term of this agreement, the contractor agrees to provide insurance certification as may be periodically requested by NC STATE. No cost associated with this insurance shall accrue to NC STATE.

5. The Contractor will indemnify and hold harmless NC STATE, its trustees, employees and agents from and against any and all liability or claims of liability, including but not limited to, liabilities and claims relating to personal injury (including death) and/or property damage, arising from Contractor's performance of this Contract and/or from any breach of the Contract. Such indemnity shall include, but shall not be limited to costs arising from any litigation.

6. Contractor is retained by NC STATE only for the purposes and to the extent set forth in this Agreement, and Contractor's relationship to NC STATE shall during the term of the Agreement be that of independent contractor. Contractor shall be free to accomplish the purpose for which he has been retained in such manner as he sees fit and to such persons, firms, or corporations as he deems advisable. Contractor shall not be considered as having an employee status or as being entitled to participate in any plans, arrangements, or distributions by NC STATE pertaining to or in connection with any qualified pension plan or providing any other health or welfare plan, with similar benefits for regular employees.

7. The State or NC STATE auditor shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with North Carolina General Statute §147-64.7 and Session Law 2010-194, Section 21.

8. The parties to this Agreement agree and understand that the continuation of this Agreement is dependent upon and subject to the appropriation, allocation or availability of funds for this purpose. The parties to this Agreement also agree that in the event NC STATE, or that body responsible for the appropriation of said funds, in its sole discretion, determines in view of its total operations that available funding for the payment of the costs for this Agreement is insufficient to continue, it may choose to terminate this Agreement by giving Contractor written notice of said termination, and this Agreement shall terminate immediately without any further liability to NC STATE.

9. This Agreement shall be governed by and construed under the laws of the State of North Carolina, which shall also be the forum for any lawsuits arising from or incident to this Agreement. Contractor consents to the exclusive personal jurisdiction and venue of the courts of North Carolina.

10. If NC STATE provides the Contractor with personal identifiers as listed in N.C.G.S. §132-1.10 and in N.C.G.S. §14-133.20(b) or any other legally confidential information, Contractor hereby certifies that collection of this information from NC STATE is necessary for the performance of Contractor's duties and responsibilities on behalf of NC STATE under this Contract. Contractor further certifies that it shall maintain the confidential and exempt status of any social security number information, as required by N.C.G.S. §132-1.10(c)(1), and that it shall not re-disclose personally identifiable information as directed by State and Federal laws. Failure to abide by legally applicable security measures and disclosure restrictions may result in the

interruption, suspension and/or termination of the relationship with Contractor for a period of at least five (5) years from date of violation. If Contractor experiences a security breach, as defined in N.C.G.S. §75.61(14), relating to this information, in addition to the Contractor’s responsibilities under the NC Identity Theft Protection Act, Contractor shall immediately notify NC STATE with the information listed in N.C.G.S. §75-65(d)(1-4) and shall fully cooperate with NC STATE. Contractor shall indemnify NC STATE for any breach of confidentiality or failure of its responsibilities to protect confidential information. Specifically, these costs may include, but are not limited to, the cost of notification of affected persons as a result of its unauthorized release of NC STATE data provided to Contractor pursuant to the Contract.

NC STATE has determined that Contractor is a school official with a legitimate educational interest under the Family Educational Rights and Privacy Act (“FERPA”). If NC STATE provides the Contractor with “personally identifiable information” from a student’s education record as defined by FERPA, 34 CFR §99.3, Contractor hereby certifies that collection of this information from NC STATE is necessary for the performance of Contractor’s duties and responsibilities on behalf of NC STATE under this Contract. Contractor further certifies that it shall maintain the confidential status of education records in their custody, and that it shall not re-disclose personally identifiable information as directed by FERPA. Failure to abide by legally applicable security measures and disclosure restrictions may result in the interruption, suspension and/or termination of the relationship with Contractor for a period of at least five (5) years from date of violation. If Contractor experiences a security breach relating to this information or if Contractor re-discloses the information, Contractor shall immediately notify NC STATE. Contractor shall indemnify NC STATE for any breach of confidentiality or failure of its responsibilities to protect the personally identifiable information. Specifically, these costs may include, but are not limited to, the cost of notification of affected persons as a result of its unauthorized release of NC STATE data provided to Contractor pursuant to the Contract.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of the last signature below as indicated by the signatures of their authorized representatives.

**North Carolina State University**

**CONTRACTOR:**

Recommended by:

\_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Authorized by:

\_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_