

WAKE COUNTY

**HEALTH CARE SERVICES AGREEMENT
(Counseling Center)**

AGREEMENT is made as of the date of the last signature below, between the North Carolina State University, c/o Student Health Service Counseling Center, Campus Box 7312, Raleigh, NC 27695-7312 (hereinafter referred to as "NC STATE") and _____, (herein after 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 Student Health Service Counseling Center and provide primary health care for patients as requested by the Student Health Service Counseling Center. In fulfilling this Agreement, CONTRACTOR agrees that its 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 45 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 \$_____ per _____. On the first day of each month, or the first business day, when CONTRACTOR is back in the Center following the first day of the month, CONTRACTOR shall submit to the Director of Counseling a statement reflecting hours worked for the previous thirty (30) days.

The total value of this contract shall not exceed \$_____. The CONTRACTOR is responsible for furnishing tax information to the proper agencies, providing travel to and from the University 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 the University through written certification from the insurance carrier, and the certification must include a thirty (30) day written notice of cancellation. If the CONTRACTOR'S insurance carrier can not provide such thirty (30) days notice of cancellation, a written promise to make a good faith effort to provide ten (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. 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 as 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.
6. 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 Statutes §143-49(9) and 147-64.7.
7. 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.

8. 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.
9. 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.
10. The CONTRACTOR shall indemnify and hold harmless NC State, its trustees, officers, employees and agents from and against any liabilities, damages, or claims (including attorney’s fees) arising out of injuries (including death) or property damage suffered by any person as a result of CONTRACTOR’S negligence or willful misconduct.
11. 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.

[SIGNATURE PAGE FOLLOWS]

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:

c/o Student Health Services

Recommended by:

Name: _____
Title: _____
Date: _____

Name: _____
Title: _____
Date: _____

Authorized by:

Name: _____
Title: _____
Date: _____