

WAKE COUNTY

**HEALTH CARE
SERVICES AGREEMENT**

AGREEMENT dated the ____ day of _____, 200__, between the North Carolina State University, c/o Student Health Service, Campus Box _____, Raleigh, NC 27695-_____
(hereinafter referred to as the "SHS") and _____ (name and address)
_____, (hereinafter referred to as the "Contractor").

WITNESSETH:

WHEREAS, the SHS 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. **DUTIES.** 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. **TERM.** The term of this Agreement shall begin on the ____ day of _____, 200__, and shall terminate on the ____ day of _____, 200__; provided, however, either party shall have the right to terminate this agreement upon 90 days written notice to the other party.

3. **COMPENSATION.** As full compensation for health care services provided under this Agreement, the SHS 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 the SHS by the 10th 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 the University and providing insurance coverage.

4. **INSURANCE REQUIREMENTS.** 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 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 the University. No cost associated with this insurance shall accrue to the University.

5. INDEMNITY. The Contractor will indemnify and hold harmless University, 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. RELATIONSHIP BETWEEN PARTIES. Contractor is retained by the SHS only for the purposes and to the extent set forth in this Agreement, and Contractor's relationship to the SHS 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 the SHS 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. ACCESS TO PERSONS AND RECORDS: The State or university 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 General Statute 147-64.7.

8. PERSONAL IDENTIFIERS: If the SHS provides the Contractor with personal identifiers as listed in North Carolina General Statute 132-1.10 or any other legally confidential information, Contractor hereby certifies that, pursuant to NCGS 132-1.10, collection of social security number information or other legally confidential information from SHS is necessary for the performance of Contractor duties and responsibilities on behalf of the SHS. Contractor further certifies that it shall maintain the confidential and exempt status of any such social security number information, as required by subsection (c)(1) of the statute.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals as the day and year first written above, the SHS acting through duly authorized officers.

North Carolina State University

CONTRACTOR:

Recommended by:

Project Coordinator Date:

Authorized by:

Date:
Director of Materials Management

Name: _____

Title: _____

Date: _____