

**NEVADA SYSTEM OF HIGHER EDUCATION  
ON BEHALF OF THE COLLEGE OF SOUTHERN NEVADA (CSN)  
INDEPENDENT CONTRACTOR AGREEMENT**

**A. Independent Contractor Information - All information is required.**

Independent Contractor Name \_\_\_\_\_  
Last First MI

Name of Business, if other than above \_\_\_\_\_

**Contractor must complete and submit the CSN Vendor Application, including Form W-9 with this agreement.**  
 Please direct any questions to mark.cahill@csn.edu.

Respond to the following as directed: YES NO

1. Does Nevada System of Higher Education (NSHE) pay others, as employees, who perform the same duties that are to be performed by this independent contractor?  YES  NO  
*NO (CSN is an institution of higher education in the general business of teaching and instruction.)*
  
2. Is the recommended independent contractor a current or former (during the current calendar year) employee of NSHE (which includes CSN, Desert Research Institute, Great Basin College, Nevada State College, Truckee Meadows Community College, UNLV, UNR, Western Nevada College or any NSHE System Administration Office?  YES  NO  
*NO. (An individual cannot receive payments as an employee (W-2) and as an independent contractor (1099) within the same calendar year.*  
*If the answer to question 1 or 2 is yes, do **NOT** proceed with this form. Process the payment on an employment document.*
  
3. Is the recommended independent contractor a member of the same household as a NSHE employee?  YES  NO  
*If the answer to question 3 is yes, do **NOT** proceed with this form. Under the Board of Regents Conflict of Interest Policy (BOR Title 4, Chapter 10, Section 1.7) payment is not allowed.*
  
4. Is the recommended independent contractor a U.S. citizen or lawful permanent resident (green card holder)?  YES  NO  
*This can be YES or NO. (No, means the contractor is not a citizen of the United States. Immigrants are taxed under different regulations than U.S. citizens. An analysis needs to be done to determine the withholding requirements. They may still qualify as an independent contractor.)*  
*If no, contact the Nonresident Alien Tax Specialist at margaret.konie@csn.edu or (702) 651-4467 for additional documentation requirements and approval of Section F.*

**B. Contract Effective Dates, Scope of Services, and Payment Terms.**

This contract shall be effective from \_\_\_\_\_ to \_\_\_\_\_ .

1. **Explain in detail** what the independent contractor will do (specifically, what will be done, where the work will be accomplished, and when the work will be completed). Attach additional pages as required. **FOR EXAMPLE.**  
1. Orchestra musician to perform Beethoven's V symphony in the Horn Theater on July 9 & 10.  
2. Teach computer class for Non Credit at the W. Charleston Campus computer lab twice a week for 4 hours for eight weeks.
  
2. Indicate the total amount of the payment and the date when the payment will be made. If this contract exceeds 45 days in length and completion benchmarks have been agreed to and progress payments are to be made, indicate each benchmark and its associated progress payment dollar amount. The final payment date should be the ending date of this contract. **FOR EXAMPLE.**  
1. One payment of \$1,000 on July 10 after last performance. Check will be distributed by Jane Doe of the fine arts department. Please hold for pick up.  
2. Total cost of \$2,000 to be paid at the end of each month of July and August in increments of \$1,000. Invoices to be submitted to Financial Services for payment.

### C. Evaluation for Determining Independent Contractor Status.

It is important to provide information in order to properly classify service providers as employees or independent contractors. The following questions are intended to measure the extent of control which CSN/NSHE may exercise over the worker(s). Generally, if there is a good deal of control over what the worker does and how the worker does the work, there should be an employee relationship established. If there are few elements of control, an independent contractor relationship may be appropriate. See definitions in [Independent Contractors Agreement Policy](#).

*(One will generally qualify if questions below are answered as follows. Questions 1,2,3,8,10,11, 13,15,17,18 answered as NO. Questions 4,15,16 answered as YES. Questions 5,6,7,9,12,14,19 answered either YES or NO. I have provided below each question why they should be answered in this way.)*

	YES	NO
1. Must the service provider follow substantial instructions from CSN/NSHE personnel? <u>If yes, describe the type of direction and control, and who will supervise the services:</u> <i>(Substantial instruction to the contractor indicates an employee relationship. You must make a judgment on what is substantial.)</i>	<input type="checkbox"/>	<input type="checkbox"/>
2. Are substantive training, guidance, and/or assistance provided to the contractor by CSN/NSHE? <i>(Substantial training, guidance or assistance indicates an employee relationship.)</i>	<input type="checkbox"/>	<input type="checkbox"/>
3. Is the contractor's job substantively integrated in the general operation of a department/CSN/NSHE? <i>(We are in the business of educating students for the advancement of a degree. If the contractor is hired for this purpose it will indicate an employee relationship.)</i>	<input type="checkbox"/>	<input type="checkbox"/>
4. Are services rendered personally by the contractor? <i>(What they are looking for is if we are circumventing this process by hiring a contractor who in turn hires an employee of the college to provide the service.)</i>	<input type="checkbox"/>	<input type="checkbox"/>
5. Does the contractor hire, supervise, and pay assistant workers? <i>(Having employees indicates the contractor is independent of the college. However, you do not have to have employees to be an independent contractor. If audited, the IRS may require additional substantiation from the contractor.)</i>	<input type="checkbox"/>	<input type="checkbox"/>
6. Does this arrangement contemplate continuing or recurring work? <u>If yes, explain:</u> <i>(Continuing or recurring work indicates an employee relationship. The length of time that is acceptable is subjective. The IRS will consider other factors. Such as does the contractor provide the service to non-NSHE entities.)</i>	<input type="checkbox"/>	<input type="checkbox"/>
7. Does CSN/NSHE establish set hours of work? <i>(The nature of our business generally requires we set hours for contractors that provide educational services. This probably will not be a disqualifying factor. Generally, setting hours indicates an employee relationship.)</i>	<input type="checkbox"/>	<input type="checkbox"/>
8. Is there a full time requirement? <i>(Working a 40 hour week indicates an employee relationship.)</i>	<input type="checkbox"/>	<input type="checkbox"/>
9. Will the services be performed on CSN/NSHE premises? <i>(This is a liability issue. If answered Yes the contractor must provide proof of insurance if they have employees. If they don't have employees they must be a sole proprietor.)</i>	<input type="checkbox"/>	<input type="checkbox"/>
10. Does CSN/NSHE require that the work be done in a specific order or sequence? <i>(This is a matter of exerting substantial control. Substantial control indicates an employee relationship.)</i>	<input type="checkbox"/>	<input type="checkbox"/>
11. Is regular accountability required? <i>(This is a matter of exerting substantial control. Substantial control indicates an employee relationship.)</i>	<input type="checkbox"/>	<input type="checkbox"/>
12. Is payment by the hour/week/month as opposed to payment by the job worked or task completed? <i>(Payments other than by the job or task indicate an employee relationship. I do not believe progress payments disqualify a contractor.)</i>	<input type="checkbox"/>	<input type="checkbox"/>
13. Does CSN/NSHE furnish equipment, tools, or supplies to the contractor? <i>(The Contractor must provide their own tools to qualify.)</i>	<input type="checkbox"/>	<input type="checkbox"/>
14. Does the contractor have significant capital investment in the facilities used in performing services? <i>(This is determined by the type of service being provided i.e. for teaching on our premises this will be NO.)</i>	<input type="checkbox"/>	<input type="checkbox"/>
15. Does any profit or loss accrue to the contractor? <i>(This should always be YES.)</i>	<input type="checkbox"/>	<input type="checkbox"/>
16. Is the contractor actively engaged in providing these or similar services to non-CSN/non-NSHE entities? <u>If yes, provide the names of three clients for whom similar services were or are being performed:</u> <i>(If this is NO, the contractor should be actively looking for other clients.)</i>	<input type="checkbox"/>	<input type="checkbox"/>
17. Can the contractor be discharged even if the contract terms are being met? <i>(This should always be NO unless specified in a contract.)</i>	<input type="checkbox"/>	<input type="checkbox"/>
18. Does the contractor have the right to terminate without contract liability? <i>(This should always be NO unless specified in a contract.)</i>	<input type="checkbox"/>	<input type="checkbox"/>
19. Has the contractor performed this or other services for CSN or NSHE in the past? <i>(It can be YES, but generally long periods of time indicate employee status.)</i>	<input type="checkbox"/>	<input type="checkbox"/>

**D. Insurance Requirements.**

The contractor shall not commence work before proof of the required insurance is evidenced by a Certificate of Insurance on an ACORD 25 form, provided by the contractor's insurance agent or broker. By endorsement to all general and umbrella or excess liability policies, the "Board of Regents, Nevada System of Higher Education" shall be named as an **additional insured** for all liability arising from the contract. The Certificate of Insurance must be filed with the contract so that it can be found in the event of a loss. Prior approval of the insurance policies by NSHE, shall be a condition precedent to any payment of consideration under this contract. The contractor shall, at contractor's sole expense, procure, maintain, and keep in force for the duration of the contract the following insurance conforming to the minimum requirements specified as follows:

1. Workers' Compensation and Employer's Liability Insurance YES NO
- (a) Does the contractor have employees?

*If the answer to question (a) is yes, the contractor shall provide proof of worker's compensation insurance as required by NRS 616B.627 or proof that compliance with the provisions of Nevada Revised Statutes, Chapters 616A-D and all other related chapters, is not required.*

- (b) Nevada law allows the following to reject workers' compensation coverage if they do not use employees or subcontractors in the performance of work under the contract. Indicate the appropriate category below :

- Individual/Sole proprietors (NRS 616B.627.210)
- Unpaid officers of quasi-public or nonprofit corporations (NRS 616B.624 and NRS 617.207)
- Unpaid managers of limited liability companies (NRS 616B.624 and NRS 617.207)
- An officer or manager of a corporation or limited liability company who owns the corporation or company (NRS 616B.624 and NRS 617.207)
- Not applicable

If the contractor has **rejected workers' compensation** coverage under applicable Nevada law, the contractor **must indicate** the basis for the rejection of coverage **above**; and **complete, sign, and have notarized an Affidavit of Rejection of Coverage for Workers' Compensation**. The Affidavit of Rejection for Workers' Compensation form is page 8 of this agreement.

2. Commercial General Liability (Minimum Limits)
- (a) Does the contractor have a Commercial General Liability policy?

*If the answer to question (a) is yes, the contractor shall provide a Certificate of Insurance for Commercial General Liability with the following minimum limits:*

Each Occurrence	\$1,000,000
Products/Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
General Aggregate	\$2,000,000

**See Sample of Certificate of Insurance (Appendix A).**

*If the answer to question (a) is no; or if the contractors limits do not meet the requirement shown above, contact Michael Means at the BCS Risk Management office, (702) 895-5735.*

**Requires an exception from BCS Risk Management office be included with ICA packet.**

**D. Insurance Requirements (cont.)**

- |  | YES                      | NO                       |
|--|--------------------------|--------------------------|
| 3. Business Auto Liability Insurance   |                          |                          |
| (a) Will the contractor drive onto NSHE property and/or transport NSHE employees or students?              | <input type="checkbox"/> | <input type="checkbox"/> |
| <i>If the answer to question (a) is no, evidence of business auto liability insurance is not required.</i> |                          |                          |
| (b) Does the contractor have a Business Auto Liability policy?   | <input type="checkbox"/> | <input type="checkbox"/> |

*If the answer to question (a) and (b) is yes, the contractor shall provide a Certificate of Insurance for Business Auto Liability with the following minimum limits for Owned, Non-Owned, or Hired Automobiles:*

Per Accident, Combined Single Limit \$1,000,000

*If the answer to question (b) is no, please contact Michael Means at the BCS Risk Management office, (702) 895-5735.*

**Requires an exception from BCS Risk Management office be included with ICA Packet.**

4. High Risk Activities

Activities involving aircraft, boats, and chartered buses will require additional insurance. Architects, Engineers, Construction Contractors, Professional Consultants, Medical Affiliations, and high risk activities will require higher limits than provided above. Contact Michael Means at the BCS Risk Management office, (702) 895-5735, when you have a question about the nature of the activity and insurance requirements.

**E. Payment Source**

The total amount paid to the contractor will be subject to IRS 1099 or 1042-S (if nonresident alien) reporting guidelines, unless receipts are submitted for travel expenses. Payments will be facilitated with the use of a Purchase Request (RX) and any special handling instructions for the disposition of payments should be noted on that documentation. Payment(s) will be made upon receipt and approval by CSN of the independent contractor's invoice. CSN may not be directly invoiced from vendors for a contractor's expense.

**F. Foreign Nationals**

Foreign nationals may not be contracted, paid, or reimbursed without documentation substantiating the individual's immigration status prior to the commencement of services. Contact the Nonresident Alien Tax Specialist for a checklist of additional documentation requirements, general information and approval. Payments to foreign national contractors are subject to 30% federal income tax withholding. All payments will be reported on Form 1042-S.

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Approval of NSHE Nonresident Alien Tax Specialist

Date

## G. Independent Contractor Agreement - Terms and Conditions

This contract includes Sections A - G, inclusive and is made and entered into between the Board of Regents of the Nevada System of Higher Education, hereinafter referred to as NSHE, on behalf of CSN and Independent Contractor, hereinafter referred to as contractor.

### Preamble

WHEREAS, NRS 284.173 authorizes elective officers, heads of departments, boards, commissions, or institutions to engage the services of persons as independent contractors; and

WHEREAS, it is deemed that the services of contractor herein specified are both necessary and desirable and in the best interests of NSHE; and

WHEREAS, contractor represents that it is duly qualified and able to render the services hereinafter described:

NOW, THEREFORE, in consideration of the aforesaid premises, the parties hereto mutually agree as follows:

1. The period of this agreement shall be effective from dates stated on this form, unless revoked by either party as set forth in Paragraph B.
2. This agreement may be revoked without cause by either party prior to the date set forth in Paragraph B by notifying the other party in writing at least ten (10) days in advance of the effective date of the termination specified in such notice.
3. The parties agree to the services to be performed as provided in Section B.
4. Contractor agrees to provide the services set forth in Section B for a total cost not to exceed the amount stated on the Payment Terms.
5. Governing Law: Consent to Jurisdiction. This agreement will be deemed entered into in Nevada and will be governed by and interpreted in accordance with the laws of the State of Nevada. The parties agree that any dispute arising under the agreement will be resolved in the state court in Clark County, Nevada, and the parties hereby expressly consent to jurisdiction therein. This agreement shall be construed and interpreted according to the laws of the State of Nevada.
6. The contractor shall neither assign, transfer, nor delegate any rights, obligations, or duties under this agreement without the prior written consent of NSHE.
7. The books, records, documents, and accounting procedures and practices of the contractor relevant to this agreement shall be subject to inspection, examination, and audit by NSHE.
8. Any reports, studies, photographs, negatives, or other documents or drawings prepared by contractor in the performance of its obligations under this agreement shall be the exclusive property of NSHE and all such materials, if any, shall be remitted to NSHE by contractor upon completion, termination, or cancellation of this agreement. Contractor shall not use, willingly allow or cause to have such materials, if any, used for any purpose other than the performance of contractor's obligations under this agreement without the prior written consent of NSHE.
9. Contractor agrees to indemnify and save and hold the Board of Regents of the Nevada System of Higher Education, the Nevada System of Higher Education, CSN, their agents, officers, and employees harmless from any and all claims, causes of action, or liability arising from the performance of this agreement by contractor or contractor's agents, officers, or employees.
10. The parties agree that contractor is an independent contractor and that this agreement is entered into in accordance with NRS 284.173, which statute in pertinent part provides that the contractor is not an employee of NSHE and:

There shall be no:

- (a) Withholding of income taxes by NSHE;
  - (b) Industrial insurance coverage provided by NSHE;
  - (c) Participation in group insurance plans which may be available to employees of NSHE;
  - (d) Participation or contributions by either the independent contractor or NSHE to the public employees retirement system;
  - (e) Accumulation of vacation leave or sick leave;
  - (f) Unemployment compensation coverage provided by NSHE if the requirements of NRS 612.085 for independent contractors are met.
11. The Nevada System of Higher Education is an equal opportunity/affirmative action employer and does not discriminate on the basis of race, color, religion, sex, age, creed, national origin, veteran status, physical, or mental disability in any program or activity it operates. NSHE employs only U.S. citizens and individuals lawfully authorized to work in the U.S.
  12. This agreement constitutes the entire agreement between the parties and may only be modified by a written amendment signed by the parties.
  13. Written notices required under this agreement shall be sent certified mail, return receipt requested.

### 14. **CONTRACT TERMINATION.**

- (a) Termination Without Cause. Any discretionary or vested right of renewal notwithstanding, this contract may be terminated upon written notice by mutual consent of both parties or unilaterally by either party without cause.
- (b) NSHE Termination for Non-appropriation. The continuation of this contract beyond the current biennium is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the NSHE Legislature and/or federal sources. NSHE may terminate this contract, and contractor waives any and all claim(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the contracting agency's funding from NSHE and/or federal sources is not appropriated or is withdrawn, limited, or impaired.
- (c) Cause Termination for Default or Breach. A default or breach may be declared with or without termination. This contract may be terminated by either party upon written notice of default or breach to the other party as follows:
  - i. If contractor fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this contract within the time requirements specified in this contract or within any granted extension of those time requirements; or
  - ii. If any NSHE, county, city, or federal license, authorization, waiver, permit, qualification, or certification required by statute, ordinance, law, or regulation to be held by contractor to provide the goods or services required by this contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or
  - iii. If contractor becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or
  - iv. If NSHE materially breaches any material duty under this contract and any such breach impairs contractor's ability to perform; or
  - v. If it is found by NSHE that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by contractor, or any agent or representative of contractor, to any officer or employee of NSHE with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such contract.
- (d) Time to Correct. Termination upon a declared default or breach may be exercised only after service of formal written notice as specified in paragraph 2, and the subsequent failure of the defaulting party within 10 calendar days of receipt of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared default or breach has been corrected.

## G. Independent Contractor Agreement - Terms and Conditions (cont.)

- (e) Winding Up Affairs Upon Termination. In the event of termination of this contract for any reason, the parties agree that the provisions of this paragraph survive termination:
- i. The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;
  - ii. Contractor shall satisfactorily complete work in progress at the agreed rate (or a prop rata basis if necessary) if so requested by the contracting agency;
  - iii. Contractor shall execute any documents and take any actions necessary to effectuate an assignment of this contract if so requested by the contracting agency;
  - iv. Contractor shall promptly deliver into NSHE possession all proprietary information in accordance with paragraph (8).
15. REMEDIES. Except as otherwise provided for by law or this contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing party reasonable attorneys' fees and costs. It is specifically agreed that reasonable attorneys' fees shall include without limitation \$125 per hour for NSHE-employed attorneys. NSHE may set off consideration against any unpaid obligation of contractor to any NSHE agency.
16. LIMITED LIABILITY. NSHE will not waive and intends to assert available NRS chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Liquidated damages shall not apply unless otherwise specified in the incorporated attachments. Damages for any NSHE breach shall never exceed the amount of funds appropriated for payment under this contract, but not yet paid to contractor, for the fiscal year budget in existence at the time of the breach. contractor's tort liability shall not be limited.
17. FORCE MAJEURE. Neither party shall be deemed to be in violation of this contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the contract after the intervening cause ceases.
18. GOVERNMENT OBLIGATIONS. Contractor shall be responsible for all applicable federal, NSHE, and local government obligations. Contractor will be responsible to pay all taxes, assessments, fees, premiums, permits, and licenses required by law. Real property and personal property taxes are the responsibility of contractor in accordance with NRS 361.157 and 361.159. Contractor warrants that it has a valid business license. Contractor agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this contract. NSHE may set-off against consideration due any delinquent government obligation.
19. WAIVER OF BREACH. Failure to declare a breach or the actual waiver of any particular breach of the contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.
20. SEVERABILITY. If any provision contained in this contract is held to be unenforceable by a court of law or equity, this contract shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this contract unenforceable.
21. PUBLIC RECORDS. Pursuant to NRS 239.010, information or documents received from Contractor may be open to public inspection and copying. NSHE will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests. Contractor may clearly label individual documents as a "trade secret" or "confidential" provided that contractor thereby agrees to indemnify and defend NSHE for honoring such a designation. The failure to so label any document that is released by NSHE shall constitute a complete waiver of any and all claims for damages caused by any release of the records. If a public records request for a labeled document is received by NSHE, NSHE will notify contractor of the request and delay access to the material until seven working days after notification to contractor. Within that time delay, it will be the duty of contractor to act in protection of its labeled record. Failure to so act shall constitute a complete waiver.
22. CONFIDENTIALITY. Contractor shall keep confidential all information, in whatever form, produced, prepared, observed, or received by contractor to the extent that such information is confidential by law or otherwise required by this contract.
23. FEDERAL FUNDING. In the event federal funds are used for payment of all or part of this contract:
- (a) Contractor certified, by signing this contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.
  - (b) Contractor and its subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.
  - (c) Contractor and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability, or handicap condition (including AIDS and AIDS-related conditions.)
24. WARRANTIES.
- (a) General Warranty. Contractor warrants that all deliverables and work product under this contract shall be completed in a workmanlike manner consistent with standards in the trade, profession, or industry; shall conform to or exceed the specifications set forth in the incorporated attachments; and shall be fit for ordinary use, of good quality, with no material defects.
  - (b) Millennium Compliance. Contractor warrants that any information system application(s), during or after the calendar year 2000, shall not experience abnormally ending and/or invalid and/or incorrect results from the application(s) in the operating and testing of the business of NSHE. This warranty includes, without limitation, century recognition, calculations that accommodate same century and multi-century formulas and data values and date data interface values that reflect the century. Pursuant to NRS 41.0321, NSHE is immune from liability due to any failure of millennium compliance.
25. PROPER AUTHORITY. The parties hereto represent and warrant that the person executing this contract on behalf of each party has full power and authority to enter into this contract. Contractor acknowledges that as required by statute or regulation this contract is effective only after approval by the NSHE Board of Examiners and only for the period of time specified in the contract. Any services performed by contractor before this contract is effective or after it ceases to be effective are performed at the sole risk of contractor.
26. CONFLICT IN CONTRACT TERMS. In the event of a conflict in terms between this Independent Contractor Agreement and the contractor's own form agreement, if any, the terms of the NSHE Independent Contractor Agreement take priority.

<b>CERTIFICATION:</b> Based on the above, it is my determination that the desired service should be most properly obtained from a hired contractor. I acknowledge that the College may hold my department financially responsible for any additional taxes, interest, and/or penalties that the IRS may assess due to misclassification.		<b>AGREEMENT:</b> I have read and agree to the above representations and assert that they are true and correct, I further agree to the scope, terms, and conditions set forth by this document, and acknowledge that <b>THIS CONTRACT IS NOT FULLY EXECUTED UNTIL ALL SIGNATURES ARE OBTAINED (in addition to Section F for foreign nationals).</b>	
Authorized Account Signature	Date	Contractor Signature	Date
Printed Name of Authorized Signer		Printed Name of Contractor/Business Name	
Department	Mail Stop	Mailing Address	
Building	Room	City	State Zip
Department Contact Name		Country, if other than the U.S.	
Department Contact E-mail Address		Contractor E-mail Address	
Telephone No.	Fax No.	Telephone No.	Fax No.

**H. Determination/Appeals**

NSHE/CSN Independent Contractor Review Authority

Approved on behalf of Board of Regents/NSHE

\_\_\_\_\_  
Signature - Assistant Director of Purchasing      Date

\_\_\_\_\_  
Signature - Sr. V.P., Finance & Facilities      Date

Human Resources Review

\_\_\_\_\_  
Signature - Director      Date

**AFFIDAVIT OF REJECTION OF COVERAGE  
FOR WORKERS' COMPENSATION  
UNDER NRS 616B.627 and NRS 617.210**

STATE OF NEVADA )  
  ) ss.  
\_\_\_\_\_ COUNTY )

\_\_\_\_\_, being first duly sworn, deposes and states:

- 1. I make the following assertions pursuant to NRS 616B.627 and NRS 617.210.
- 2. I am a sole proprietor who will not use the services of any employees in the performance of this Contract with the Nevada System of Higher Education.
- 3. In accordance with the provisions of NRS 616B.659, I have not elected to be included within the terms, conditions and provisions of chapters 616A to 616D, inclusive, of NRS, relating thereto.
- 4. I am otherwise in compliance with the terms, conditions and provisions of chapters 616A to 616D, inclusive, of NRS.
- 5. In accordance with the provisions of NRS 617.225, I have not elected to be included within the terms, conditions and provisions of chapter 617 of NRS.
- 6. I am otherwise in compliance with the terms, conditions and provisions of chapter 617 of NRS.
- 7. I acknowledge that the Nevada System of Higher Education will not be considered to be my employer or the employer of my employees, if any; and that the Nevada System of Higher Education is not liable as a principal contractor to me or my employees, if any, for any compensation or other damages as a result of an industrial injury or occupational disease incurred in the performance of this Contract.
- 8. Further affiant sayeth not.  
I, \_\_\_\_\_, do hereby swear under penalty of perjury that the assertions of this affidavit are true.

\_\_\_\_\_  
NAME \_\_\_\_\_  
d.b.a. \_\_\_\_\_

SIGNED and SWORN to before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

By \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC



**APPENDIX A**

<b>ACORD™ CERTIFICATE OF LIABILITY INSURANCE</b>		DATE (MM/DD/YYYY)											
PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.												
	INSURED	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURERS AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> </table>	INSURERS AFFORDING COVERAGE	NAIC #	INSURER A:		INSURER B:		INSURER C:		INSURER D:		INSURER E:
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INSURER B:													
INSURER C:													
INSURER D:													
INSURER E:													

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD'L	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
		<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
		<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$  BODILY INJURY (Per person) \$  BODILY INJURY (Per accident) \$  PROPERTY DAMAGE (Per accident) \$
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC AGG \$
		<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<input type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ DISEASE - POLICY LIMIT \$
		<b>OTHER</b>				
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS						

<p><b>CERTIFICATE HOLDER</b></p>	<p><b>CANCELLATION</b></p> <p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.</p> <p>AUTHORIZED REPRESENTATIVE</p>
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