

**NEVADA SYSTEM OF HIGHER EDUCATION
PROCEDURES AND GUIDELINES MANUAL**

CHAPTER 5

FISCAL PROCEDURES

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CHAPTER 5

FISCAL PROCEDURES

Section 1. Management of Host Accounts/Expenditures (formerly CM 01-02)

Requests by a president for reimbursement of expenses from President's Host funds must be submitted to the Chancellor for approval. The president's hosting claims cannot be approved by employees subordinate to the president. Similarly, the Chancellor must request approval from the board chair for reimbursements from Chancellor's Host funds.

All host account expenditures (*both President's Host funds and Institutional Host funds*) must conform to Board of Regents' policy and Chancellor's procedures established herein, and claims for reimbursement must include proper documentation.

For a President's or Chancellor's spouse, significant other or guest, host account funds may be used to pay transportation, lodging, and meal expenses (*in accordance with the standard reimbursement rates*) when she or he by reason of a personal relationship is expected to accompany the President or Chancellor to events outside a 50-mile radius from home for the purpose of assisting the President/Chancellor in representing the institution/system.

These procedures are in addition to the Board of Regents' policies on host expenditures defined in the Handbook, Title 4, Chapter 10.

1. Authority. The authority to designate a specific account as a host account is delegated by the NSHE Board of Regents to the Chancellor (*for System Administration*) and to the Presidents (*for each institution*). Due to the sensitive nature of hosting expenditures, the President may not delegate signature authority below the level of vice president, deans, or direct reports to the President.
2. Restrictions. Host account expenditures may not be used to circumvent state or institutional regulations that restrict reimbursement rates for state funded activities.
 - a. Host funds shall not be used to reimburse employees for expenses incurred while in travel status in excess of state-approved lodging and/or per diem rates.
 - b. Per Diem will not be reimbursed to an employee or contractor for meals that have been otherwise paid as a host expense.
3. Participants. Host expenditures are warranted for business events and functions where personnel external to an institution are necessarily in attendance. Where the only participants at a business event or function are institutional employees, host expenditures may be approved by the person with account-signature authority if:
 - a. It is a special event, such as a retreat, retirement or annual recognition or award ceremony, or
 - b. It is a business meeting or workshop, scheduled for a specific agenda that runs through normal meal or break times and whose schedule permits the efficient gathering of employees from different offices or units across the institution.

4. Documentation. Hosting expenditures should be documented in accordance with Internal Revenue Service guidelines for expense substantiation. This includes—but is not limited to—amount, date, time, place, business purpose, and business relationship of those attending the function. This is referred to as the “who, what, when, where and why” substantiation. In the case of large gatherings, identification of groups of people invited may be satisfactory. All receipts submitted for payment must be originals that clearly indicate the vendor and date of purchase.
5. Annual Review Required. Each host account will be reviewed annually by the institution’s Controller or his designee to determine that the account continues to be necessary for hosting purposes.
6. Accountability. Systemwide procedures for the management of host accounts within the guidelines of this Section are established by the Chancellor. Institutions may adopt more restrictive standards and should include them in their administrative procedures manual. The Chancellor and Presidents are responsible for oversight of the host accounts created under their respective authority.
7. Table Purchases. The purchasing of tables at charity events or other public functions by the System institutions shall be limited.
 - a. The decision to purchase a table shall be governed by the following standards, with an assumption that the decision to purchase a table would normally be made on the basis of affirmative answers to two or more of these standards.
 - I. Is it an event at which individuals are likely to be present with whom the Chancellor, institutional President, or an appropriate representative wishes to interact on pressing System or institutional business? Will attendance at the event enable or advance such interaction, either at the event or later?
 - II. Is it an event at which individuals are likely to be present with whom the Chancellor, institutional President, or an appropriate university representative wishes to interact in order to advance fund-raising or community relations goals? Will attendance at the event enable or advance such interaction, either at the event or later?
 - III. Is it such a high-profile event that attendance by the Chancellor, institutional President, or appropriate university representative is important to the recognition of the NSHE or System institution as an important corporate citizen in Nevada?
 - IV. Is it an event at which students and/or faculty from the System institution can meet and interact with special guests for educational purposes?
 - V. Will the event honor an individual who is – or has been – a significant donor to or supporter of the System institution? Will attendance by System or institutional representatives either convey thanks for such private support in an important and meaningful way or advance the institution’s conversations with the individual about additional future support?
 - b. No tables will be purchased by System institutions at events hosted by other institutions within the NSHE.
 - c. No tables will be purchased by System institutions at events hosted by organizations officially registered as political action committees.

- d. System institutions shall be limited in their expenditures of host funds for table purchases not to exceed \$30,000 annually:
 - I. If a private donor or corporation provides a donation specifically for a System institution to purchase a table, the donation shall not count toward the institution's annual limit.
 - II. Donations/Foundation purchases are included in the above table restrictions.
- e. On a case-by-case basis, the Chancellor may grant waivers for table purchases exceeding the annual purchase limit established in subsection 7.d. Upon request and proper documentation, the Chancellor may grant a waiver for a particular event or, if appropriate, an increase in the limit. In the latter case, the institution shall provide details on the actual expenditures in order to allow compliance with the reporting requirements of this subsection. Any request for a waiver must be copied to the Vice Chancellor for Finance who will report all such exceptions to the Board of Regents.

(Added 6/05; A. 1/06, 4/06, 3/08)

Section 2. Purchasing Policy

The Business Centers conform to the following procedures.

Basic Purchasing Procedure. Except for personal/consultant services involving technical, professional or specialized skills or training and as noted in Chapter 5, Section 2c, all materials, supplies, equipment, services, and construction shall be purchased from the lowest responsive and responsible bidder after giving due consideration to price, life cycle cost, quality, availability, conformance to specifications, financial capability and service. The Purchasing Department of each Business Center may develop more detailed policies and procedures for purchasing activities as long as they are in compliance with the limits and delegations defined in the Board of Regents Purchasing Policy (Title 4, Chapter 10). The Purchasing Division of each Business Center will develop specific policies for obtaining personal/consultant services involving technical, professional or specialized skills or training, including architects, engineers, and other design professionals.

- a. Single or conglomerate purchases from a single vendor, the estimated cost of which is \$50,000 or more shall be purchased after the Purchasing Department:
 - (1) advertises for bids at least once in a newspaper of general circulation in the area of the campus to be supplied and not less than four (4) calendar days prior to opening bids;
 - (2) gives written notice to pertinent vendors on the "vendors list";
 - (3) publicly opens, reads aloud and records sealed bids at the time and place so advertised.
- b. A contract of any nature may be entered into without advertising when the estimated amount required to perform the contract is less than \$50,000:
 - (1) if the estimated amount required to perform the contract is \$25,000 or more, but is less than \$50,000, requests for quotes must be solicited from two or more responsible vendors capable of performing the contract, if available;

- (2) the Purchasing Department shall maintain a record of all written requests for quotes and responses received, in accordance with the Nevada System of Higher Education Policy covering record retention;
 - (3) and nothing in this section prohibits the advertising for or requesting of bids for purchase of any dollar amount.
- c. Except as noted below, all other purchases shall be made by the Purchasing Department after following generally accepted purchasing procedures for the economical and timely procurement of materials, supplies, equipment, services and construction.

The Purchasing Department may grant a competitive bidding exception for the following, and if such an exception is granted, the rationale/justification for it must be in writing, approved by the Purchasing Department, and included in the Purchasing file for this transaction.

- (1) Proprietary, single, or sole source items.
 - (2) Purchasing may solicit and accept advantageous trade-in allowance for personal property which has been determined to be of no further use to the Business Center and may award any bid to the bidder submitting the lowest net bid after deduction of such trade-in allowance.
 - (3) Supplies, materials or equipment which can be purchased at any court-ordered auction, closeout, bankruptcy or other similar sale may be made by the Purchasing Department or their authorized representative and at a reasonable savings over the cost of like merchandise and below market cost of the area, a contract or contracts may be let or purchase made without complying with the requirements for competitive bidding. Documentation for such purchase or acquisition must be made for record and approved by the Chief Business Officer of the institution.
 - (4) Once Purchasing has advertised for or requested formal bids or proposals in letting a contract and no responsive and responsible bids or proposals were received, Purchasing may negotiate a contract with reasonably interested parties without further need for competitive bidding.
 - (5) Contracts which by their nature are not adapted to award by competitive bidding including contracts for such items or services which may only be contracted from a single or sole source; conventions; workshops; seminar rooms; special functions, purchase of perishable goods; books; subscriptions; library materials; and
 - (6) Nothing in this section prohibits advertising for or requesting bids.
- d. With the written permission of the Chief Business Officer of the institution involved, a contract may be instituted in an "emergency" situation by waiving the necessary advertising or bidding requirements of this chapter. In any such case, a full written record shall be made of the circumstances. An emergency is defined as one which:
- (1) results from the occurrence of a disaster such as, but not limited to, fire, flood, hurricane, riot, power outage or disease; or
 - (2) may endanger the health, safety or welfare of the students, faculty, staff or public if not immediately resolved.

- e. Livestock purchases for College of Agriculture programs may be made by the Dean of the College without reference to the Purchasing Department.
- f. Purchases in excess of \$10,000 of specially selected hay for use by the College of Agriculture in research or experimental tests may be made after solicitation of three written quotes.
- g. Capital Construction.

Any new construction, repair, improvement, or reconstruction on land, appurtenances and buildings of the Nevada System of Higher Education, the estimated cost of which is \$25,000 or more, which is intended for long-term, continued use or which extends the useful life of a capital asset, is deemed a capital construction project.

The respective institutional Facilities Departments must provide direct oversight for all capital construction projects, including remodeling projects. Facilities Management Staff will be sufficiently involved in the project review, approval, and management of all capital construction projects to ensure compliance with all internal and external requirements.

Upon the request of a campus of the Nevada System of Higher Education, the State Public Works Board may delegate to that campus any of the authority granted to the State Public Works Board pursuant to *Nevada Revised Statutes* (NRS) 341.141 to NRS 341.148, inclusive.

A contract for a capital construction project for the Nevada System of Higher Education may be entered into without advertising for sealed bids if the estimated cost to perform the contract is less than \$100,000.

- (1) If the estimated amount for performing the contact is more than \$25,000, but is less than \$100,000, requests for firm written quotations must be solicited from not less than three responsible bidders capable of performing the contract. The Nevada System of Higher Education may award the contact to the lowest bidder or reject all quotations. Nothing in this section prohibits the advertising for or requesting of bids for purchase of any dollar amount.
- (2) Such projects over \$100,000 shall be advertised in a newspaper of general circulation in the area of the campus where the work is to be performed and not less than four (4) calendar days prior to opening bids.
- (3) Separate sealed bids for each capital construction project are required.
- (4) Approved plans and specifications for the capital construction project must be on file at a place and time stated in the advertisement for the inspection of all persons desiring to bid thereon and for other interested persons.
- (5) The institution may accept bids on either the whole or part of the construction, equipment and furnishings, and may let separate contracts for different and separate portions of any project, or a combination contract for structural mechanical and electrical construction if savings will result to the lowest bidder.
- (6) The provisions of subsection (g) apply to all capital construction projects funded in whole or in part by state appropriations.

- (7) An agreement for a capital construction project, funded totally from non-appropriated sources, may be entered into with a contractor that satisfies any qualifications required by the NSHE institution.
- (8) Before any contract for a capital construction project exceeding \$100,000, or as otherwise specified in *Nevada Revised Statutes* 339.025, is awarded to any contractor, he shall furnish to the contracting body the following bonds which become binding upon the award of the contract to the contractor:
 - a. A performance bond in an amount to be fixed by the contracting body, but not less than 50 percent of the contract amount, conditioned upon the faithful performance of the contract in accordance with the plans, specifications and conditions of the contract. The bond must be solely for the protection of the NSHE, which awarded the contract.
 - b. A payment bond in an amount to be fixed by the NSHE, but not less than 50 percent of the contract amount. The bond must be solely for the protection of claimants supplying labor or materials to the contractor to whom the contract was awarded, or to any of his subcontractors, in the prosecution of the work provided for in such contract.
- (9) One or more surety companies authorized to do business in the State of Nevada must execute each of the bonds required pursuant to this section. Of the contracting body is the State of Nevada or any officers, employee, board, bureau, commission, department, agency or institution thereof, the bonds must be payable to the contracting body.
- (10) Each of the bonds must be filed in the office of the NSHE institution that awarded the contract for which the bonds were given.
- (11) Nothing in this section prohibits a contracting body from requiring bonds.
- (12) Contracts for Design-Build; Lease-Purchase; Installment-Purchase; or similar approaches to procure facilities must also follow appropriate public solicitation procedures, which at a minimum provide vendors with an appropriate opportunity to respond to institutional needs. Projects of these types shall be subject to an appropriate public solicitation process, which must be approved by the appropriate Purchasing Department and consistent with applicable NRS Chapter 338 pertaining to design professionals. Based on the results of legislation adopted during the 2007 Session pursuant to the recommendations of the Senate Bill 426 study committee, NSHE institutions will adopt specific procedural language for projects of this type on or before December 31, 2007.
- (13) A Purchase Order (PO) alone cannot be used for any construction contracts. Construction contracts exceeding \$100,000 must be properly approved and key clauses as stated in the System's contract policy must be included in the construction contracts. If a PO is used for construction activity under \$100,000, it must be supplemented by appropriate information (required clauses and information) and properly approved.
- (14) Change orders will be approved in the same manner as the original contract.
- (15) Each institution will collect, maintain, and report upon request, reliable capital construction project information.

- h. Joinder (*or Mutual Use of Contract*) Capability – With the agreement of the vendor, the NSHE may join, or mutually use, the contracts or pricing agreements of appropriate federal, state, and local entities and consortiums. Where the NSHE uses the original contract in order to obtain quantity pricing or other competitive discounts, the original contract is not liable for the obligations of the NSHE. The requirements for competitive quotations and/or formal bidding may be considered satisfied through the use of the joinder contracts, including federal/state/local contracts, consortium agreements, and the educational pricing agreements.

(B/R 6/91, 9/99, 10/02, 8/04; Added 6/05; A. 7/06, 3/07, 12/07)

Section 3. Preparation and Approval of Contracts (*formerly CM 02-04*)

The Nevada System of Higher Education annually enters into many contractual agreements. The efficient execution (*signature*) of contracts is often of critical importance. However, the processing and execution of a contract is sometimes delayed because of errors or omissions in its form.

The requirements and procedures stated in this policy have been established for the preparation and processing of proposed NSHE contracts. These requirements and procedures will result in the efficient processing of contracts and in documents that are consistently sound, correct in format, and that limit the potential liability to the System.

The six most common problems involving contracts are:

- The failure of a contract to state that the Board of Regents is the contracting party on behalf of an NSHE institution;
- The inclusion of a “hold harmless” clause holding the other party harmless without including language holding NSHE harmless;
- The inclusion of language that mandates NSHE carry commercial general or business automobile liability insurance;
- The failure of an institution to provide clear oversight of the terms and language of any sub-contracts that may be executed; and
- The failure of an institution sending a contract to the chancellor to ensure that the president has reviewed and recommended it.
- Failing to require the other party to have appropriate commercial general, business automobile, or professional liability coverage and limits.

This procedure contains the following elements:

- Policy guidelines and procedures presented in a question-and-answer format to 32 commonly asked questions;
- Checklist to be followed for each contract;
- NSHE Standard Form Contract for Services of an Independent Contractor;
- NSHE Standard Form Lease;
- NSHE Standard Form Instructional Facility Agreement;
- NSHE Standard Form Education Affiliation Agreements (*Clinical and General*);
- NSHE Standard Form Inter-institutional Agreement.

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NSHE CONTRACT POLICY FREQUENTLY ASKED CONTRACT QUESTIONS

The Board of Regents has given the Chancellor of the Nevada System of Higher Education the authority to enter into contracts on behalf of the Nevada System of Higher Education subject to limited exceptions that are reserved for approval of the Board of Regents, such as certain real estate matters, and employment contracts of longer than one year.

The purpose of this question and answer format is to state in plain terms the NSHE policy on contracting, including any delegation of authority from the Chancellor to the NSHE institutions. Where authority has been delegated from the Chancellor to an institution, that authority resides in the President of the institution. While the President may delegate that authority in writing to other administrative officers at the institution, the President ultimately remains responsible for all contracts entered into by the institution. Therefore the institution should have policies in place that provide for appropriate levels of internal review, including legal and financial review, pertaining to the economic and liability risks associated with the transaction. With respect to System Office contracts, the Chancellor may establish additional policies and delegation authority within the System Office and its units.

Q 1 What is a contract?

A A contract is an agreement between two or more persons (*or entities*) that creates an obligation to do or not to do a particular thing. Its essential components are competent parties (*persons or entities legally capable of contracting*), *subject matter (the purpose of the contract)*, a legal consideration (*the inducement to contract, usually money or something of value, but also including mere promises to perform something or refrain from doing something*), mutuality of agreement (*all parties must voluntarily enter the contract*) and mutuality of obligation (*all parties are obligated to do something or not to do something they otherwise have a right to do*).

Labels do not control whether a contract exists or not. The following, which are not meant to be all-inclusive, are all contracts if they constitute an agreement between two or more persons that creates an obligation to do or not to do a particular thing:

- a contract;
- an agreement;
- a lease;
- a rental agreement;
- a letter or memorandum of intent;
- a letter or memorandum of agreement;
- a letter or memorandum of understanding;
- an employee separation agreement;
- a facility use agreement;
- an education affiliation agreement;
- a purchase order;
- a grant;
- a grant agreement.

It is generally preferable to obtain original signatures on at least one copy of the contract as such original signatures may be useful in establishing the validity of signatures in the event of a dispute. However, circumstances such as exigency, location of parties, form of the contract and size of the contract may make acceptance of a facsimile or an electronic signature acceptable. Any exception to obtaining original signatures must be expressly approved and documented by the institution General Counsel's Office.

Q 2 Why must these procedures be followed?

A A contractual obligation is a legal obligation. Signing a contract is a very serious step which, depending on the terms of the contract, could put NSHE in a position of considerable liability—sometimes political, sometimes from a public relations standpoint, but most often of a financial nature. The policies contained in this procedure have been developed in order to try to limit financial liability from lawsuits that might arise from improperly written contracts. The procedures serve important interests of the Board of Regents, and it is essential that they be followed by NSHE officers and employees.

Q 3 Are student government contracts governed by these requirements and procedures?

A Yes. Student governments are an integral part of NSHE and the institutions in which they are established and, therefore, contracts they may enter into are subject to the contract policies established by the Board of Regents, the chancellor, and the presidents of their institutions.

Q 4 Are contracts with performing artists governed by these requirements and procedures?

A Yes. Contracts with performing artists are contracts with NSHE and, therefore, are subject to the same policies and procedures established by the Board of Regents, the chancellor, and the presidents of the institutions. If a standard form contract is used that has been approved by the Vice Chancellor for Legal Affairs' office, it may be approved at the institutional level.

Q 5 Are employment contracts for head coaches of athletic teams governed by these requirements and procedures?

A Yes. Contracts with head coaches are contracts with NSHE and, therefore, are subject to the same policies and procedures established by the Board of Regents, the chancellor, and the presidents of the institutions. Often Board of Regents approval is required of athletic coach contracts because such contracts frequently exceed one year or contain certain perquisite/bonus provisions that require Board approval. Due to NCAA requirements, there are additional clauses in the employment contracts for head coaches that are not found in other employment contracts. Additional governing policy is contained in NSHE Code, Section 5.4.2 (b) and (c).

Q6 Are internal contractual agreements between NSHE entities subject to these requirements and procedures?

A As NSHE is a single legal entity, the need for oversight regarding agreements or understandings between units within the System is lessened in comparison to contractual agreements between NSHE and external legal entities. Accordingly, internal agreements between units within NSHE do not require the chancellor's signature, unless otherwise required by Board of Regents' policies. These agreements, nevertheless, are subject to any policies that have been adopted at the institution level for the review and approval of contracts. A standard form agreement may be found in the appendix for general use. Please note, however, that Procedure #97-1 sets guidelines for inter-institutional agreements related to sponsored programs.

Q 7 Why should I have to send my contract to the Chancellor’s Office at all? Why can’t the president sign it?

A As the Board of Regents Bylaws state (*Article III, Section 1*), “The exclusive control and administration of the Nevada System of Higher Education is vested by the Constitution of the State in an elected Board of Regents.” One corollary of this is that the contracting party for any NSHE contract is the Board of Regents – not the universities, community colleges, state college, Desert Research Institute, or schools, colleges, centers, departments, or any other administrative sub-unit of an institution of NSHE.

To be valid, the agreement should state that it is entered into by the **BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION, on behalf of _____** (*insert name of institution, followed by specific college or other sub-unit of the institution, if necessary*).

Similarly, the signature block should read:

**THE BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION, on behalf of
(name of institution and college or sub-unit, if necessary)**

By: _____
Chancellor (*or appropriate title if
signature authority has been delegated*)

The chancellor signs the contract as the contracting officer for the Nevada System of Higher Education. The chancellor’s authority is derived from the Board of Regents Bylaws, Article VII, Section 3, which states that:

“The Chancellor is the Chief Executive Officer and Treasurer of the Nevada System of Higher Education, and is responsible for the financial management and coordination of the administration of the Nevada System of Higher Education and for the implementation of the Board’s policies. The Chancellor may delegate any of the duties of the office unless expressly prohibited by Board policy.

“Duties are prescribed by the Board of Regents and include the following:

* * *

“(h) To serve as contracting officer for the Nevada System of Higher Education and to execute all contracts and other instruments on behalf of the University unless authority has been expressly retained by the Board of Regents or delegated elsewhere.”

Thus, the Chancellor has the sole authority to execute contracts unless such authority is delegated to an institution.

Q 8 Does the president of an NSHE institution and legal counsel have to review a contract before it is sent to the chancellor for signature?

A Yes. It is the policy of the chancellor that any contract sent to the chancellor for signature must first be recommended by the president of the appropriate institution or the president's designee. The purpose of this policy is to ensure that no institution will commit the Board of Regents or the institution to a binding contract without the knowledge of the institution's chief administrative officer.

In addition, due to the nature of contracts that are sent by an institution to the System Office for chancellor signature, all such contracts must be reviewed by the institution General Counsel's Office. In connection with that review, the General Counsel's Office is responsible for ensuring that the contract complies with Board and System policies, and should specifically identify any departure from those policies, along with the rationale for the departure.

Q 9 If a contract has been sent to the chancellor for signature and the chancellor is absent, is there a way for the contract to be signed anyway?

A Yes. During an absence from the office, the Chancellor delegates signature authority pursuant to written memoranda. The Chief Counsel's office may be contacted to determine the party to who such authority has been delegated.

Q10 What process must be followed in sending a contract to the chancellor for approval?

A All contracts submitted for approval must contain the following:

- 1) A signature block for the chancellor
- 2) Flags on all pages requiring the chancellor's signature
- 3) One extra, flagged copy marked "Chancellor's copy" or "System copy." (Please note that it is time consuming to sign multiple originals, particularly with initials on each page. Generally, the System Office will retain one fully signed original with initials. If the institution or other parties want an original copy, it is recommended that such additional originals not include original initial blocks.)
- 4) An addressed return envelope (*with postage if campus mail is not used*);
- 5) *Three initial blocks on each page, except the signature page. Initials are for the use of: 1) the President or designee 2) the party representative with whom NSHE is contracting, and 3) the Chancellor or designee. The failure to include initials on each page does not effect the validity of the contract, but it is cause for the Chancellor's Office to reject the contract; and*
- 6) *An appropriately prepared cover sheet, in a form approved by the Chancellor's Office that, among other things, identifies any departures from NSHE or Board rules.*

Q 11 How much time should generally be provided for review and signature by the chancellor?

A Contract officers should normally anticipate a one week time period for processing at the System office. When a contract is received by the Chancellor's Office, it undergoes tracking and summary review by the Chief Counsel's Office prior to signature by the chancellor. Questions about the status of a particular contract should be directed to the Chief Counsel's Office.

Q 12 Which contracts MUST ALWAYS be sent to the chancellor for signature?

A Contracts that must always be sent to the chancellor for signature are:

1. All contracts that must be approved by the Board of Regents by law. These include, but are not necessarily limited to:
 - (a) the sale or purchase of real property or the long-term lease of real property owned by NSHE, including most easements over real property (See NRS 396.430 and Board Handbook, Title 4, Chapter 10, Section 1(9)). "Long-term" is defined as in excess of four years.

NOTE A: The lease of NSHE property for specific, one-time events need not be approved by the Board of Regents and is excluded from the requirements of this paragraph, but may otherwise be subject to the requirements set forth hereinafter.

NOTE B: Contracts as described in (a) above must be placed on a Board of Regents Investment and Facilities Committee agenda for approval with final approval by the Board of Regents.

2. All contracts with an open-ended or indefinite term. Contracts with an open-ended or indefinite term are construed as contracts longer than five years. Likewise, contracts with "evergreen" clauses, i.e. clauses that automatically renew the agreement if no action is taken, or options that unilaterally allow one party to extend the term of the agreement beyond a five year term, are also construed as contracts with a term in excess of five years. In contrast, a contract that requires both parties to mutually agree upon or assent, in writing, to continue the relationship is essentially a new contract, and such a clause is not an open-ended or indefinite term.¹ Irrespective of this interpretation, institution's should still be mindful of any applicable purchasing rules or bid requirements before exercising such an extension.
3. Contracts that provide for the hiring of outside attorneys for legal services do not require chancellor approval, but do require written approval of the Chief Counsel's Office. Chief Counsel's Office approval is not required for the retention of outside attorneys as hearing officers or administrative code officers under Title 2, Chapter 6.

¹ An example of this type of contract clause is as follows: "The parties may mutually agree, in writing, to extend the contract for an additional term of two years on the same or different terms."

4. Except for standard form federal grants and contracts (including private and state contracts that are funded with federal funds and therefore require compliance with federal grant requirements) and for NSHE purchase orders, all contracts:
 - (a) which require consideration (cash, property, or services) valued in excess of one million (\$1,000,000) dollars, calculated by adding the total cumulative payments, delivery, or performance over the entire term of the contract,² OR
 - (b) which are for terms in excess of five years or which provide the automatic right to renew for terms that exceed five years in the aggregate.

NOTE: The presence of either condition is enough to require that the contract be signed by the chancellor.
5. All contracts which, in the judgment of the president of an NSHE institution, have such a serious political, social, or financial impact on NSHE or the public that the Board of Regents' or the chancellor's review is necessary.
6. All other contracts for which signature authority has not been delegated by the chancellor as provided herein.

Q 13 What contracts can be signed by the president?

A As noted previously in Question 7, the Board of Regents Bylaws authorizes the chancellor to delegate certain contract-related responsibilities.

Except for those contracts identified in Question 12 which must always be sent to the chancellor for signature, and except as may be otherwise provided herein, the chancellor hereby delegates signature authority for the following contracts to the presidents of NSHE institutions or to the presidents' designee, subject to the institution's reasonable judgment, at the time of entering into the contract, that the threshold limits set forth below will not be exceeded.

1. Consideration of One Million Dollars (\$1,000,000) or Less and Terms of Five Years or Less

All contracts (*including interlocal cooperative agreements, interlocal contracts, and standard form contracts*):

- (a) which require consideration (*cash, property or services*) valued at One Million Dollars (\$1,000,000) or less, calculated by adding the total cumulative payments, delivery or performance over the entire term of the contract,³ AND

² For example: a contract for \$20,000 per month for a five-year term would cumulatively exceed \$1,000,000 and, therefore, would require the chancellor's signature.

³ For example, a contract for \$15,000 per month for a five-year term would cumulatively total \$900,000 and, in conjunction with the fact that the contract is for five years or less, would therefore be a contract that could be signed by the president or designee. Please remember, however, the real estate contracts and leases of NSHE property have different contracting requirements that may trigger Board approval. (See Question 12(A)(1)).

- (b) which are for terms of five years or less or which provide the automatic right of either party to renew for terms that do not exceed five years in the aggregate.

NOTE: Both conditions must be present before the contract can be signed at the institutional level.

2. Cost Overruns, De Minimus Changes and Change Orders

Cost overruns or change orders which in the aggregate do not exceed 10 percent of the base contract amount, or de minimus changes that do not materially increase the risks of the contract such as brief extensions for time of performance and the like. If there is any question about whether a change is de minimus, the institution should obtain the advice of the Chief Counsel's Office.

3. Standard Form Federal Grants and Contracts (including private and state contracts funded with federal grant funds)

All standard form federal grant applications, grants, contracts, modifications, and release forms, including private and state contracts funded with federal grant funds that therefore require compliance with federal grant requirements.

NOTE: Sub-contracts under approved federal grants and contracts are sometimes entered into with third parties to perform portions of the work or to provide materials. Because sub-contracts are executed at the institution level and are not subject to review and approval by the chancellor, it is the institution's responsibility to maintain proper administrative oversight over the terms of any sub-contract.

4. Education Affiliation Agreements

All education affiliation agreements that do not exceed \$1,000,000 and/or five years in duration. All education affiliation agreements must have insurance and indemnification clauses that have been approved by the institution Risk Manager and General Counsel's Office. The insurance and indemnification clauses contained in NSHE standard form Education Affiliation Agreements are approved for use by all institutions and units.

5. Purchase Orders Issued by NSHE

All purchase orders in which the purchase contract is awarded to the "lowest responsive and responsible bidder," in accordance with the purchasing policy set forth in Title 4, Chapter 10, of the Board of Regents Handbook are delegated to the Vice President for Finance at the appropriate institution or his or her designee.

6. Intra-Institutional Contracts or Agreements

Agreements between NSHE entities that do not exceed \$1,000,000 and/or five years in duration. These agreements are, however, subject to any policies that have been adopted at the institutional level pertaining to the review and approval of contracts/agreements.

7. Schedules For Master Agreements

For some contracts, the institution may enter into a master agreement that contemplates that schedules may subsequently be developed under the terms of the master agreement. Whether Chancellor approval of an addendum or schedule is required is first determined by the process stated in the master agreement. For example, if the Chancellor approves a master agreement that specifies that the institution will sign all schedules, the contract controls. If the master agreement is silent, then the same rule applies as that for modifications, meaning that Chancellor approval is required if the schedule(s) individually or collectively exceed five years in duration or \$1,000,000 in amount.

Q 14 How does the president delegate his or her signature authority to another person?

A The president may delegate his or her signature authority on contracts, including employment contracts, providing that such delegation is made in writing and is specific to a position rather than to a person. A copy of the written delegation of signature authority shall be kept by the institution in a secure and accessible location or established archive for inspection and audit purposes.

In the case of System units housed on NSHE campuses – such as System Computing Services – the delegation of signature authority for applicable contract documents shall be delegated by the chancellor to the appropriate vice chancellor in charge of the System unit.

Q 15 What is the policy on delegated signature authority when standard form contracts are used?

A Attached to this hereto are several NSHE standard form contracts. These contract forms may be used by all NSHE institutions. Electronic copies of the forms may be obtained from the Chancellor's Office. The form contracts are for convenience purposes and the same rules apply as to approval requirements.

Q 16 If an institution's president or the president's designee is absent, is it possible to have another person in the institution sign a contract which has been otherwise delegated for signature authority to the president or the president's designee?

A In cases where the person who has been delegated signature authority for a particular type of contract may be absent from the institution, he or she may redelegate signature authority to another person for the period of his or her absence. Such re-delegation must be in writing and designate a specific timeframe.

Q 17 If there is any doubt as to who has authority to sign a contract, what should be done?

A When there is doubt as to who has the authority to sign a contract, the contract should be sent through appropriate channels to the president for transmittal to the chancellor for signature.

Q 18 Who must sign modifications to existing contracts?

A Any modification to a contract should be in writing and signed by an appropriate officer. If the contract contains language specifically permitting authority to modify a contract, the contract provision controls. Otherwise, the modification should be signed by the highest ranking position signing the original agreement⁴, except that chancellor approval is not required if the modification does not exceed the authority granted in Question 13(A)(2) or the the modifications do not raise the contract amount in excess of \$1,000,000 and/or extend the term of the contract to more than five years.

Q 19 Who is authorized to sign notices of termination on behalf of the System for contracts that contain a provision that they are cancelable upon written notice to the other party?

A The person who was authorized in the original contract to send or receive notices. If no one is so designated, then the person who signed the contract on behalf of NSHE may sign a notice of termination, except that a notice of termination for an institution contract may be signed by the institution president, even if the contract required chancellor approval. The institution president should send the System Office notice of cancellation of contracts approved by the chancellor.

Q 20 Must employee separation agreements be sent to the chancellor for review?

A No, unless the agreements exceed the contracting authority of the institution president. Nevertheless, any such agreements must be reviewed by institution counsel to ensure that such agreements have the proper release language contained in them before they are executed.

Q 21 What is the effect of a contract that is signed without the proper signature authority?

A Any contract which is signed in violation of the policies stated herein is void and of no effect whatever. Any person who signs a contract in violation of these policies is subject to discipline up to and including termination and any other available remedies at law.

Q 22 What are “hold harmless” clauses and why are they potentially dangerous?

A Many private contractors or state or local governmental agencies routinely insert a clause in their contracts that is worded something like this:

“The University of Nevada agrees to indemnify and hold harmless the John Doe Company (or the city of Gotham) from any and all claims and losses arising from the performance of this contract.”

⁴ For example, if the President and the Chancellor signed the original agreement, and the modification is de minimus or does not exceed the authority granted for cost overruns, only the President must sign the modification.

However, the State's self-insurance program, to which NSHE belongs, protects only against acts or omissions of NSHE employees that occur within the scope of public duty or employment and that are performed or omitted in good faith. By agreeing to a clause like the one above, NSHE would be agreeing to defend the John Doe Company or the City of Gotham from any and all claims and losses, whether or not caused by any fault of any NSHE employee. In effect, by signing such a clause, NSHE would become the insurer of the other contractor. This is not permitted by the State of Nevada.

In addition, under Nevada law (NRS 41.035), NSHE's liability for personal or property injury is Seventy-Five Thousand Dollars (\$75,000) per cause of action. By signing such a hold-harmless clause without reference to this limitation, NSHE may open itself up to the argument that it has waived its Seventy-Five Thousand Dollar (\$75,000) limitation on personal or property damage claims.

It is not necessary to have an indemnification clause in System contracts as such clauses seek to contractually allocate responsibility when existing state laws typically already provide a mechanism for such allocation. Nonetheless, system institutions may choose to require such a clause or the other party may request such a clause. If the other contracting party insists upon a hold-harmless clause, the statement that is acceptable to NSHE and the State of Nevada is one that states:

"To the extent limited in accordance with NRS 41.0305 to NRS 41.039, (*Institution**) shall indemnify, defend, and hold harmless (*name of other party*) from and against any and all liabilities, claims, losses, lawsuits, judgments, and/or expenses, including attorney fees, arising either directly or indirectly from any act or failure to act by (*Institution*) or any of its officers or employees, which may occur during or which may arise out of the performance of this Agreement. (*Institution*) will assert the defense of sovereign immunity as appropriate in all cases, including malpractice and indemnity actions. (*Institution's*) indemnity obligation for actions sounding tort is limited in accordance with the provisions of NRS 41.035 to \$75,000.00 per cause of action."

**Or other appropriate term representing the Board of Regents, NSHE, or one of the institutions of NSHE as used in the contract.*

It is recognized that contracts that are written by the other party may not have a "hold-harmless" clause that follows exactly the required form. Provided such hold-harmless clauses state that they are conditioned "To the extent limited in accordance with NRS 41.0305 to NRS 41.039," and provided they are limited to the acts or omissions in the course and scope of the public duties of NSHE and its officers, employees or agents, such language is acceptable. If a hold-harmless clause does not have this language, then it must be added before the contract is signed, and any language to the contrary stricken.

Except as provided below, no other form of hold-harmless clause than the statement provided above shall be authorized or accepted by NSHE. Contracts containing hold-harmless clauses using language other than that stated above will not be approved or signed by the chancellor or the chancellor's designee, nor should such other hold-harmless clauses be placed in the contracts signed at the institutional level except as provided herein. Other persons who have been delegated contract signature authority as provided herein are not authorized to sign any contracts containing a hold-harmless clause that is not in the form stated herein or as otherwise approved as provided below. The attached standard form agreements have indemnity language that is approved for use.

There will be no exceptions to this policy except as stated herein and except as specifically authorized by the institution General Counsel or System counsel for good cause shown.

NOTE: It is not generally the policy of NSHE to volunteer to put a hold-harmless clause in a contract that benefits the other party to the contract. Only where the other party requests such a clause should it be included. Also, whenever a hold-harmless clause is required by the other party, then NSHE must insist on a mutual hold-harmless clause that benefits NSHE, its officers, and employees. Such a mutual hold-harmless clause should be in the following form:

“(Contracting party) shall indemnify, defend, and hold harmless NSHE, its officers, employees, and agents from and against any and all liabilities, claims, losses, costs or expenses to the person or property of another, lawsuits, judgments, and/or expenses, including attorney fees, arising either directly or indirectly from any act or failure to act by (contracting party) or any of its officers or employees, which may occur during or which may arise out of the performance of this Agreement.”

Q 23 How does insurance present a problem for NSHE contracts?

A Contracts should typically include standard insurance requirements for any party doing business with NSHE appropriate to the risks involved. Any exceptions should only be with the approval of the institution/System risk manager and the institution/System counsel as the case may be.

Other parties may likewise require insurance. Unless an institution is prepared to pay expensive commercial insurance coverage, a contract provision that requires NSHE to have commercial general, business automobile, or professional liability insurance (*other than medical malpractice*) is not possible, as NSHE is self-insured for these coverages. The contractor should be informed of this and, if needed, a certificate of self-insurance may be supplied by NSHE Risk Manager. Contract terms that require NSHE to have commercial general and business automobile liability insurance must either be deleted from NSHE contracts or, alternatively, the following language may be added in lieu of such provisions:

“The (Board of Regents, University, College or other appropriate name) is self-insured in accordance with the limitations of NRS 41.0305 to NRS 41.039.”

Education Affiliation Agreements. The insurance and indemnification clauses in all education affiliation agreements must be approved by the institution Risk Manager and the institution General Counsel's Office. The language contained in NSHE standard form Education Affiliation Agreements is approved for use by all institutions and units.

NOTE: The language for medical school and allied health affiliation agreements is not the same. Be sure the correct insurance or indemnification clauses are selected.

Independent Contractor Agreements. NSHE standard form Contract for Services of Independent Contractor includes an Insurance Schedule setting forth various types of insurance that may be required of contractors with NSHE. The insurance requirements for workers' compensation, commercial general, and business automobile liability are mandatory in all independent contractor agreements. Whether other insurance should be required will depend on the subject matter and circumstances of each contract. Contact your institution/NSHE Risk Manager with any questions regarding insurance provisions.

Q 24 What is NSHE policy on determining which state's law applies to a contract?

A Contracts frequently provide that a contract is subject to the law of a particular state. It is NSHE's policy that if a contract is to be performed in Nevada, the contract must be subject to Nevada law. If a contract is to be performed outside the State of Nevada, NSHE would still prefer that Nevada law apply to the contract, but has no objection if the law of the state where the contract is to be performed is applicable to the contract. The application of this section shall be subject to the guidance and approval of the institution General Counsel's Office's as to whether this clause can be revised or eliminated in appropriate cases. It is preferable to eliminate the clause altogether, than to agree to have the laws of another state apply to the contract. The following language is recommended for choice of law:

The parties agree that the laws of the State of Nevada shall govern the validity, construction, interpretation, and effect of this contract. Any and all disputes arising out of or in connection with the contract shall be litigated only in the ___Judicial District Court in and for the County of ____, State of Nevada, and (*name of contractor*) hereby expressly consents to the jurisdiction of said court.

Q 25 Is there special language that must be included in nuclear waste repository research grants or contracts?

A Yes. The location of a nuclear waste repository in Nevada is a highly controversial and politically charged issue. A number of highly placed public officials, as well as news media organizations, have criticized NSHE for entering into these contracts. The Board of Regents, however, has strongly supported the academic freedom of NSHE institutions and faculty to contract to perform research in this field.

The matter is complicated by the opinion of the Nevada Attorney General that by contracting with the United States Government or its contractors for research on the nuclear waste repository site, NSHE, as an instrumentality of the State of Nevada, may indirectly waive the State of Nevada's objections to the location of a nuclear waste repository in Nevada. Although the Chief Counsel's Office is not persuaded by this argument, nevertheless, as a matter of prudence, the issue must be addressed in NSHE's contracts.

Therefore, the following language must be included in every nuclear waste repository research contract (*or grant*) entered into between NSHE and the United States government or a contractor of the United States government:

“The parties to this contract expressly agree that neither the making or entering into of this contract, nor the terms, conditions or performance of this contract, shall be considered by the United States, the State of Nevada or any of their agencies, officers, employees or agents, either expressly or impliedly, directly or indirectly, or in any way whatsoever, as constituting the consent, permission or agreement of the State of Nevada or its legislature, agencies, officers, employees and agents to the location, establishment or creation of a nuclear waste repository site in Nevada.”

Q 26 Is there any provision which must be included in an open-ended or indefinite term contract?

A Yes. Every open-ended or indefinite term contract must contain a mutual no-cause cancellation or termination clause. An appropriate notification period should be included as part of the cancellation or termination clause.

It is also recommended that NSHE institutions periodically review open-ended or indefinite term contracts on a regular basis to determine if the continuation or the cancellation of the contract is in order.

Q 27 Is there special language that must be included in the event of non-appropriation of funds?

A Yes. Every contract with a term beyond the current biennial budget cycle that may be paid in whole or in part with state funds must have a clause allowing termination without penalties in the event the Legislature fails to provide funding for the contract obligation. The reason for such a clause is grounded in state law because if a clause is not included, the contract may impact the constitutional debt limitations of the State of Nevada. The following language is recommended:

“In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable in any fiscal period for payments due under this Agreement, then this Agreement shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to (*Institution*) of any kind whatsoever.”

Minor modifications of this language may be approved by institution/System counsel as long as the intent of such a clause is satisfied.

If a contract provides that the NSHE may terminate the contract for convenience (i.e. without cause) with a short notice period (suggested no more than 90 days), then an appropriation clause is not required as NSHE may simply use that clause to terminate a contract that has not received legislative funding.

Q28 What is “HIPAA?”

A “HIPAA” is an acronym for the federal Health Insurance Portability and Accountability Act of 1996. Contracts with certain health care entities or providers must contain provisions to ensure compliance with HIPAA healthcare privacy requirements. Contact the institution General Counsel’s Office or the Chief Counsel’s Office to determine what language is needed.

Q 29 What are some of the other frequent problems that arise with NSHE contracts?

A Sometimes a contract is simply ambiguous in its terms, indefinite as to time of performance, fails to state the consideration, fails to identify the parties, or fails in some other necessary element. No contract may be signed without resolving these matters.

Contract review exists for the purpose of protecting NSHE and its employees, not for the purpose of delaying a project or blocking payment for work already done. In this connection, it should be emphasized that work on a project should not be begun prior to the signing of a contract for that work.

Q 30 Can work begin on a project before a contract is formally signed?

A No, except with prior approval as discussed below, because it is possible that the beginning of work on a proposed contract would be interpreted by a court as constituting acceptance of the contract and, thus, binding upon NSHE, especially if the other party was aware that work was proceeding. Only the chancellor, however, or the chancellor's designee in the specific instances defined in this policy document, has the authority to enter into contracts on behalf of the System. Therefore, such de facto acceptance of the offer of the other contracting party may place the employee who thus accepts the offer in the position of being in violation of the Board of Regents Bylaws and policies.

There is, in addition, the risk that the other party did not understand the verbal agreement exactly as NSHE negotiator did and that, in the absence of a written instrument, disputes might arise as to some aspect of the work to be performed. Anyone who performs work without a valid contract runs the risk of not being paid.

The only exception to this policy is in specific instances where it is in the best interests of the institution to initiate the work before the contract is fully executed and where the institution has adopted a procedure for approval of the commencement of work before the contract is fully executed. In such cases, the institution must accept full financial responsibility should the contract not be executed or should payment from the outside source be denied. In situations where work has begun prior to the formal contract execution, it is appropriate to commence the contract effective on the date the parties began to mutually comply with its provisions, irrespective of the date of execution of signatures.

Q 31 Where must copies of NSHE contracts be filed?

A Copies of all contracts entered into by an NSHE institution pursuant to a delegation of authority must be kept in a secure and accessible location at the institution in question or at an established archive. In addition, a copy of any contract signed by the chancellor shall be kept at the Chancellor's Office or at an established archive.

Q 32 How many copies must be made of each contract?

A Institutions sending a contract to the chancellor for signature must include one extra copy of the contract for the Chancellor's Office files that is marked "Chancellor's copy" or "System copy." Both copies must contain flags on all pages requiring the chancellor's signature.

Q 33 How long must copies of NSHE contracts be kept?

A Copies of NSHE contracts must be kept for a period of no less than six years after the expiration of the contract.

End of Procedure Text
Appendices Follow

**NEVADA SYSTEM OF HIGHER EDUCATION
CONTRACT POLICY**

CHECKLIST TO BE FOLLOWED FOR EACH CONTRACT:

1. Does the contract reflect the Board of Regents as the contracting party, especially in the signature block?
2. Does the contract identify its purpose, the parties, the term of the contract, and the consideration to be paid, performed or promised?
3. Is the contract free of hold-harmless clauses or—if not—have you used, or obtained the consent of the other contracting party to use, the substitution of NSHE's wording of the hold-harmless clause?
4. Is the contract free of a commercial general and business automobile liability insurance requirement for NSHE or—if not—have you used, or obtained the consent of the other contracting party to use, the addition of NSHE's self-insurance language? Have the insurance and indemnity clauses been approved by the institution/NSHE Risk Manager and General Counsel/System Counsel?
5. Does the contract require workers' compensation, commercial general, and business automobile liability insurance from the other party for at least the limits specified herein?
6. If the contract deals with nuclear waste repository research, does the contract contain the mandatory non-consent language required by Question 25?
7. If the contract's term is open-ended or for an indefinite term, does the contract contain a mutual cancellation or termination clause with a stated time period for notice of cancellation?
8. Does the contract stipulate that it is subject to Nevada law?
9. If a contract is authorized to be signed by an NSHE institution's president and the president has delegated his or her signature authority to another person, is there a written delegation of signature authority on file?
10. If a contract has been sent to the chancellor for signature, has the contract been recommended for signature by the president or designee of NSHE institution? Have you included an extra copy of the contract for the Chancellor's Office files? Have you flagged all pages requiring the chancellor's signature including initials on each page? Have you included an addressed return envelope?
11. If the contract term exceeds the biennial budget period and is paid in whole or in part with state funds, has a non-appropriation clause been included (or is there a short notice of termination for convenience)?

Standard Form Contract

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

A contract between the Board of Regents of the Nevada System of Higher Education on behalf of (*Name of Institution*), hereinafter referred to as ("*Board, University, College or other appropriate name*"), and (*Name of 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 the (*Board, University, College or other appropriate name*); and

WHEREAS, Contractor represents that it is duly qualified and able to render the services as hereinafter described;

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

1. This contract shall be effective from _____, to _____, unless sooner revoked by either party as set forth in Paragraph (2).

2. This contract may be revoked without cause by either party prior to the date set forth in Paragraph (1) provided that a revocation shall not be effective until _____ days after a party has served written notice of revocation upon the other party.

3. The parties agree that the services to be performed are as follows:

(Specifically describe in this space the services to be performed; or, when appropriate, describe in this space the finished product or result to be provided; or attach an exhibit or exhibits containing this information, label the exhibit or exhibits as Exhibit A, Exhibit B, etc., and then place the following statement in this space):

See Exhibit A (or B, etc.) attached hereto and which is made a part of this contract by reference thereto.

(Alternate Paragraphs No. 4 - Choose Only One)

4. Contractor agrees to provide the services set forth in Paragraph (3) for a total cost not to exceed \$_____, which cost includes travel and all other expenses incurred by Contractor in performance of this contract. (*Board, University, College or other appropriate name*) agrees to pay Contractor in installments as follows:_____

4. Contractor agrees to provide the services set forth in Paragraph (3) at a cost of \$_____ per _____ (*here set forth the hourly, daily, etc. rate at which the contractor agrees to perform the services exclusive of travel expenses*) with the total cost not to exceed \$_____. (*Board, University, College or other appropriate name*) (*agrees/does not agree: choose one*) to reimburse Contractor for travel expenses reasonably incurred in the performance of this contract plus a per diem allowance of \$_____ per day while on travel status in performance hereof. (*Board, University, College or other appropriate name*) agrees to pay Contractor in installments as follows: _____

5. The parties agree that the laws of the State of Nevada shall govern the validity, construction, interpretation, and effect of this contract. Any and all disputes arising out of or in connection with the contract shall be litigated only in the _____ Judicial District Court in and for the County of _____, State of Nevada, and Contractor hereby expressly consents to the jurisdiction of said court.

6. The Contractor shall neither assign, transfer, nor delegate any rights, obligations, or duties under this agreement without the prior written consent of the (*Board, University, College or other appropriate name*).

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 the (*Board, University, College or other appropriate name*).

8. Any reports, studies, photographs, negatives, computer discs, or other documents or drawings prepared by Contractor in the performance of its obligations under this agreement shall be the exclusive property of the (*Board, University, College or other appropriate name*) and all such materials, if any, shall be remitted to the (*Board, University, College or other appropriate name*) by Contractor upon completion, termination, or cancellation of this contract. 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 the (*Board, University, College or other appropriate name*).

9. Contractor agrees to indemnify and save and hold harmless the Board of Regents of the Nevada System of Higher Education, the Nevada System of Higher Education, (*the University, College, or other appropriate name*), 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. Insurance Coverage: 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 below. Unless specifically noted herein or otherwise agreed to by the (*Board, University, College or other appropriate name*), the required insurance shall be in effect on or prior to the commencement of work by Contractor and shall continue in force as appropriate until the latter of:

a. Final acceptance by the (*Board, University, College or other appropriate name*) of the completion of this contract; or

b. Such time as the insurance is no longer required by the (*Board, University, College or other appropriate name*) under the terms of this contract.

Any insurance or self-insurance available to the (*Board, University, College or other appropriate name*) shall be in excess of and non-contributing with any insurance required from Contractor. Contractor's insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by the (*Board, University, College or other appropriate name*), Contractor shall provide the (*Board, University, College or other appropriate name*) with renewal or replacement evidence of insurance no less than thirty (30) days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by the contract, an insurer or surety shall fail to comply with the requirements of this contract, as soon as Contractor has knowledge of any such failure, Contractor shall immediately notify the (*Board, University, College or other appropriate name*) and immediately replace such insurance or bond with insurance or bond meeting the contract's requirements.

Workers' Compensation and Employer's Liability Insurance

Contractor shall provide proof of workers' compensation insurance as required by NRS 616B.627 or proof that compliance with the provisions of Nevada Revised Statutes, Chapter 616A-D and all other related chapters, is not required.

Commercial General Liability Insurance

- a. Minimum limits required:
 - \$1,000,000 General Aggregate
 - \$1,000,000 Products & Completed Operations Aggregate
 - \$1,000,000 Personal and Advertising Injury
 - \$1,000,000 Each Occurrence
- b. Coverage shall be on an occurrence basis and shall be at least as broad as ISO 1996 form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, completed operations, personal injury, products, and liability assumed under contract.

Business Automobile Liability Insurance

- a. Minimum limit required: \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
- b. Coverage shall include owned, non-owned, and hired vehicles.
- c. Coverage shall be written on ISO form CA 00 01 or a substitute providing equal or broader liability coverage.

Professional Liability/Errors & Omissions Insurance

Professional liability insurance is required only if the Contractor is performing work of a professional nature.

- a. Minimum limit required: \$1,000,000 per Claim
- b. Minimum limit required: \$3,000,000 Annual Aggregate
- c. Retroactive date: Prior to commencement of the performance of this contract.
- d. Discovery period: Three (3) years after termination date of contract.
- e. A certified copy of this policy is required.

Umbrella or Excess Liability Insurance

- a. May be used to achieve the above minimum liability limits.
- b. Shall be endorsed to state it is "As Broad as Primary Policies."

General Requirements

- a. Additional Insured: By endorsement to all liability policies, the (*Board, University, College or other appropriate name*) shall be named as additional insureds for all liability arising from the contract.
- b. Waiver of Subrogation: Each liability insurance policy shall provide for waiver of subrogation against the (*Board, University, College or other appropriate name*).
- c. Cross-Liability: All required liability policies shall provide cross-liability coverage.
- d. Deductibles and Self-Insured Retentions: Insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by the (*Board, University, College or other appropriate name*). Such approval shall not relieve Contractor from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed \$5,000.00 per occurrence, unless otherwise approved by NSHE's Risk Manager.
- e. Approved Insurer: Each insurance policy shall be:
 - i) Issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the State and having agents in Nevada upon whom service of process may be made, and
 - ii) Currently rated by A.M. Best as "A- IX" or better.

Evidence of Insurance

Prior to the start of any work, Contractor must provide the following documents to the (*Board, University, College or other appropriate name*):

- a. Certificate of Insurance: The Accord 25 Certification of Insurance form or a form substantially similar must be submitted to the (*Board, University, College or other appropriate name*) to evidence the insurance policies and coverages required of Contractor.
- b. Additional Insured Endorsement: An original Additional Insured Endorsement (ISO form CG20 10 11 85), signed by an authorized insurance company representative, must be submitted to the (*Board, University, College or other appropriate name*), by attachment to the Certificate of Insurance, to evidence the endorsement of the (*Board, University, College or other appropriate name*) as additional insureds.
- c. Policy Cancellation Endorsement: Except for ten (10) days notice for non-payment of premium, each insurance policy shall be endorsed to specify that without sixty (60) days prior written notice to the (*Board, University, College or other appropriate name*), the policy shall not be canceled, non-renewed, or coverage and/or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by certified mail to the address specified herein. A copy of this signed endorsement must be attached to the Certificate of Insurance.

11. Access: Contractor agrees to provide (*Board, University, College or other appropriate name*) and its insurer access and authority to investigate on site and to obtain such information from Contractor as may be required to defend the (*Board, University, College or other appropriate name*) and its officers or employees from claims or litigation arising from activities under this contract.

12. The parties agree that Contractor is an independent contractor and that this contract is entered into in accordance with NRS 284.173, which statute in pertinent part provides that the contractor is not an employee of the (*Board, University, College or other appropriate name*), and:

There shall be no:

- (1) Withholding of income taxes by the (*Board, University, College or other appropriate name*);
- (2) Workers' compensation insurance provided by the (*Board, University, College or other appropriate name*);
- (3) Participation in group insurance plans which may be available to employees of the (*Board, University, College or other appropriate name*);
- (4) Participation or contributions by either the Contractor or the (*Board, University, College or other appropriate name*) to the public employees retirement system;
- (5) Accumulation of vacation leave or sick leave;
- (6) Unemployment compensation coverage provided by the (*Board, University, College or other appropriate name*) if the requirements of NRS 612.085 for independent contractors are met.

It is further agreed that Contractor is not an employee of the (*Board, University, College or other appropriate name*) and is not entitled to any of the compensation, benefits, rights, or privileges of employees of the (*Board, University, College or other appropriate name*).

13. This contract constitutes the entire agreement between the parties and may only be modified by a written amendment signed by the parties.

14. Written notices required under this contract shall be sent certified mail, return receipt requested, to:

(Insert name and address of contractor and name of contact person, if any)

(Insert name and address of institution and name of contact person)

IN WITNESS WHEREOF, the parties hereto have executed this contract.

Dated: This _____ day of _____, 20____

BOARD OF REGENTS OF THE
NEVADA SYSTEM OF HIGHER
EDUCATION
acting on behalf of *(Insert name of Institution)*

(Name of Contractor)

By: _____
(signature)

By: _____
(signature)

(printed name)

(printed name)

(title)

(title)

Distribution: 1 copy for Institution
 1 copy for Contractor

Standard Form Lease

LEASE

THIS AGREEMENT, made by and between the Board of Regents of the Nevada System of Higher Education, on behalf of (*Name of Institution*), hereinafter referred to as "Lessee," and (*Full Name and Address of other Contracting Party*), hereinafter referred to as "Lessor";

WITNESSETH:

WHEREAS, Lessor is the owner of the premises described below; and

WHEREAS, Lessee desires to lease the described premises for the purposes contained herein;

NOW, THEREFORE, Lessor and Lessee agree as follows:

1.0 Premises:

For and in consideration of the premises, the rents reserved herein, the covenants and agreements herein contained, and other valuable consideration, Lessee does hereby hire and take from Lessor, and Lessor does hereby grant and lease to Lessee, that office and building space described in Exhibit A [**Note:** *Use the following phrase only if applicable* -- and the equipment and personal property described in Exhibit B], upon the terms and agreements and conditions following. Exhibit A (*and Exhibit B are*) is attached hereto and by this reference made a part hereof.

2.0 Terms:

The terms of this Lease shall be for a period of _____, beginning _____ and ending _____

3.0 Governing Law:

Lessor and Lessee agree that the laws of the State of Nevada shall govern the validity, construction, interpretation and effect of this lease. Any and all disputes arising out of or in connection with the lease shall be litigated only in the _____ Judicial District Court in and for the County of _____, State of Nevada, and (*name of other party*) hereby expressly consents to the jurisdiction of said court.

4.0 Rent:

4.1 Lessor reserves and Lessee agrees to pay as rent for the premises and equipment without notice or demand, to Lessor annual rent to the Lessor in the amount of _____ Dollars (\$ _____), in advance on the first day of every month covered by the terms of this lease, commencing _____, 20____. If any month of the lease term is less than a full calendar month, the rent for such month shall be prorated according to the number of days in that month.

4.2 During the term hereof Lessee may relinquish space [Note: *Use the following phrase only if applicable* - and associated equipment]. If space is relinquished, rent will be reduced on a pro rata basis according to the number of square feet occupied before and after such relinquishment.

5.0 Use of the Premises:

Lessee will use and occupy the premises for the purpose of _____ . Use for any other purpose is prohibited without first obtaining the written consent of Lessor therefor. Lessee will conform to and comply with all applicable municipal, state, and federal laws in using the premises, and will not use or suffer to be used the premises in any manner in contravention of any applicable municipal, state or federal law, nor in such a manner that will increase the existing rate for property insurance for the premises.

6.0 Condition of Premises and Repairs:

Lessee has examined the premises prior to the execution hereof, knows the condition thereof, and acknowledges that Lessee has received the premises in good order and condition, and that no representation or warranty as to the condition or repair of the premises has been made by Lessor. At the expiration of the term of this Lease, or any renewal or extension thereof, Lessee will yield up peaceably the premises to Lessor in as good order and condition as when the same were entered upon by Lessee, loss by fire or inevitable accident, damage by the elements, and reasonable use and wear excepted.

7.0 Alterations, Additions and Improvements:

7.1 Lessee shall not make, or suffer or permit to be made, any alterations, additions, or improvements whatsoever in or about the premises without first obtaining the written consent of Lessor therefor; provided, however, that such consent, if given, will be subject to the express condition that any and all alterations, additions, and improvements shall be done at Lessee's own expense, and that no liens of mechanics, material men, laborers, architects, artisans, contractors, subcontractors, or any other lien of any kind whatsoever shall be created against or imposed upon the premises or any part thereof.

7.2 Alterations, additions, or improvements on or in the leased premises at the commencement of the lease term, and that may be thereafter erected or installed therein, shall become part of the premises and the sole property of Lessor, except that all moveable nonfixtures installed by Lessee shall be and remain Lessee's property and shall not become the property of Lessor.

8.0 Service to the Premises:

8.1 Where a check mark is placed in the box of the column under a party below, it is that party's responsibility to pay for those services to the premises. Items not checked shall not be the responsibility of either party.

8.1.2	<u>Lessor</u>	<u>Lessee</u>	
	()	()	Water
	()	()	Sewer
	()	()	Refuse Removal
	()	()	Gas
	()	()	Electricity
	()	()	Heating and Cooling Systems
	()	()	Janitorial Service and Supplies Outside the Premises
	()	()	Chilled Drinking Water
	()	()	Maintenance and Upkeep
	()	()	Carpeting
	()	()	Lighting Fixtures
	()	()	Intra-Institutional Telephone Service
	()	()	Telephone Installation, Service, Billing and Long Distance Charges
	()	()	Provide Fixtures and Equipment Necessary for the Conduct of Lessee's Business
	()	()	Redecorating and Painting

8.2 Lessee shall furnish and pay for any services or supplies not itemized above.

9.0 Lessor's Right of Entry:

Lessor shall have the right, at any reasonable time, to enter upon the premises to inspect the same and to make any and all improvements, alterations, and additions of any kind whatsoever upon the premises, providing such improvements, alterations, and additions are reasonably necessary or convenient to the use to which the premises are being put at the time, but at no time shall Lessor be compelled or required to make any improvements, alterations, or additions.

10.0 Assignment and Subletting:

This Lease shall not be assigned, subleased, or mortgaged in whole or in part without the written consent of Lessor.

11.0 Holding Over:

Lessee's holding or continued use or occupancy beyond the term of this Lease shall be construed as a tenancy from month to month at the same monthly rent and subject to the same conditions set forth in this Lease.

12.0 Condemnation:

12.1 In the event the premises, or any part thereof, are taken, damaged consequentially or otherwise, or condemned by public authority, this Lease shall terminate as to the part so taken, as of the date title shall vest in said public authority, and the rental reserved shall be adjusted so that Lessee shall be required to pay for the remainder of the term of that portion of the rent reserved in the proportion that the premises remaining after the taking, damaging, or condemnation bears to the whole of the premises before the taking, damaging, or condemnation. All damages and payments resulting from said taking, damaging, or condemnation of the premises shall accrue to and belong to Lessor, and Lessee shall have no right to any part thereof.

12.2 In the event only a part of the premises is taken and the portion remaining is unsuitable or insufficient for Lessee's purposes, Lessee has the right or option to terminate the Lease as to the remaining portion by giving written notice to Lessor specifying the date of termination.

13.0 Destruction:

13.1 If at any time during the term of this Lease, or any extension or renewal thereof, the premises shall be totally or partially destroyed by fire, earthquake, or other calamity, then Lessor shall have the option to rebuild or repair the same, provided written notice of such intent to rebuild or repair shall be sent to Lessee within the period of 30 days after the damaging event; and to rebuild or repair the same in as good condition as they were immediately prior to such calamity. In such case, a just and proportionate part of the rental herein specified shall be abated until such premises shall have been rebuilt and repaired. In case, however, Lessor elects not to rebuild or repair said premises, Lessor shall so notify Lessee by written notice within the period of 30 days after the damaging event, and thereupon this Lease shall terminate.

13.2 In the event of termination of this Lease under the terms of clause 13.1, the Lessee shall have a reasonable period of time to vacate the premises.

13.3 All notices sent under the terms of this provision shall conform to the provisions of Section 20.0, "Modification," and Section 21.0, "Notice."

14.0 Code and Regulations:

Lessor shall be required to meet all federal, state, and local codes and regulations, including but not limited to OSHA. In addition, Lessor shall be required to:

14.1 Respond in writing to Lessee complaints within five (5) working days after receipt of a written complaint from Lessee.

14.2 Determine the cause of and remedy any building deficiencies.

14.3 Keep records of inspection, maintenance, and remedial actions and make such records available upon written request to Lessee management and the applicable regulatory agency.

15.0 Termination:

In the event Lessee fails to pay rent as required herein, Lessee shall be in default of this lease, which default must be cured or removed without notice within 15 days from the date of the rental payment as due and payable, or else Lessor may terminate this Lease forthwith in accordance with applicable law.

16.0 Default:

Lessor shall, on default with respect to any of the provisions of this Lease by Lessee except for the payment of rent, provide Lessee with a written notice of any breach of the Lease terms or conditions and Lessee shall then have 30 days either to correct the condition or commence corrective action if the condition cannot be corrected in 30 days. If the condition cannot be corrected in 30 days, Lessee shall have a reasonable time to complete the correction. Lessor may elect to enforce the terms and conditions of the Lease by any other method available under the law.

17.0 Waivers:

The failure of either party to exercise any of its rights under this Agreement for a breach thereof shall not be deemed to be a waiver of such rights, nor shall the same be deemed to be a waiver of any subsequent breach, either of the same provision or otherwise.

18.0 Binding on Heirs, Successors, and Assigns:

This Agreement shall be binding upon and inure to the benefit of their heirs, personal representatives, and permitted assigns, as applicable, of the Lessor and the Lessee.

19.0 Entire Agreement:

This Agreement (with its attachments, if any) constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes any and all prior understandings and agreements, oral and written, relating hereto. Any amendment hereof must be in accord with the following Section 20.0 on "Modification."

20.0 Modification:

This Lease may be amended at any time only upon mutual agreement in writing of the parties.

21.0 Notice:

Any notice to either party hereunder must be in writing signed by the party giving it, and shall be served either personally or by registered or certified mail addressed as follows:

TO THE LESSEE:

TO THE LESSOR:

or to such other addressee as may be hereafter designated by written notice. All such notices shall be effective only when received by the addressee.

22.0 Access:

Lessee has the right of reasonable ingress and egress and to parking facilities.

23.0 Discrimination:

In the use or occupancy of the premises Lessee will not discriminate unlawfully against any person on the basis of race, color, national origin, religion, sex, or handicap.

24.0 Quiet Enjoyment:

On payment of rents and performance of the covenants and agreements on the part of Lessee to be paid and performed hereunder, Lessee shall peaceably have and enjoy the leased premises and all of the rights, privileges, and appurtenances granted herein.

25.0 Lessee's Insurance and Indemnification Provisions:

25.1 During the term of this Lease and any extension thereof, Lessee shall maintain in force Commercial General Liability insurance in the amount of \$_____ per occurrence and \$_____ Annual Aggregate or self insurance sufficient to cover the Lessee's liability under NRS Chapter 41. Coverage shall include liability arising out of bodily injury, wrongful death, and property damage.

25.2 In accordance with the limitations of NRS 41.0305 to NRS 41.039, the Lessee agrees to indemnify and hold Lessor harmless from any loss, damage, liability, cost or expense to the person or property of another which was caused by an act or omission of the Lessee, its officers, employees, and agents under this Lease. Lessee's indemnity obligation in tort is limited to \$50,000 per cause of action in accordance with NRS 41.035. Lessee will assert the defense of sovereign immunity in all legal actions.

25.3 Lessee shall not be liable for claims arising out of the use of the common areas and parking lots.

25.4 Lessee agrees to provide property insurance on the building and contents if Lessee occupies the entire building, otherwise Lessor shall provide property insurance for the building and Lessor's contents.

25.5 Lessee shall carry and provide proof of workers' compensation insurance if such insurance is required of Lessee 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.

26.0 Lessor's Insurance and Indemnification Provisions:

26.1 The Lessor agrees to indemnify and hold Lessee harmless from any loss, damage, liability, cost or expense to the person or property of another which was caused by an act or omission of the Lessor, its officers, employees, and agents under this Lease.

26.2 Lessor shall, at Lessor's sole expense, procure, maintain, and keep in force for the duration of the Lease the following insurance conforming to the minimum requirements specified below. Unless specifically noted herein or otherwise agreed to by the Lessee, the required insurance shall be in effect at commencement of the Lease and shall continue in force as appropriate until the lease expires and Lessee vacates the premises.

Workers' Compensation and Employer's Liability Insurance

Lessor shall carry and provide proof of workers' compensation insurance if such insurance is required of Lessor by NRS 616B.627 or proof that compliance with the provisions of Nevada Revised Statutes, Chapter 616A-D and all other related chapters, is not required.

Commercial General Liability Insurance

- a. Minimum limits required:
 - \$1,000,000 General Aggregate
 - \$1,000,000 Products & Completed Operations Aggregate
 - \$1,000,000 Personal and Advertising Injury
 - \$1,000,000 Each Occurrence
- b. Coverage shall be on an occurrence basis and shall be at least as broad as ISO 1996 form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, completed operations, personal injury, products, and liability assumed under contract.

26.3 Deductibles and Self-Insured Retentions: Insurance maintained by Lessor shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by the Lessee. Such approval shall not relieve Lessor from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed \$5,000.00 per occurrence, unless otherwise approved by NSHE Risk Manager.

26.4 Approved Insurer: Each insurance policy shall be:

- a. Issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the State and having agents in Nevada upon whom service of process may be made, and
- b. Currently rated by A.M. Best as "A- IX" or better.

26.5 Evidence of Insurance: Prior to the start of the Lease, Lessor must provide the following documents to the Lessee:

- a. Certificate of Insurance: The Accord 25 Certificate of Insurance form or a form substantially similar must be submitted to the Lessee to evidence the insurance policies and coverages required of Lessor.

- b. Policy Cancellation Endorsement: Except for ten (10) days notice for non-payment of premium, each insurance policy shall be endorsed to specify that without sixty (60) days prior written notice to the Lessee, the policy shall not be canceled, non-renewed, or coverage and/or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by certified mail to the address specified herein.

26.6 Waiver of Subrogation: Lessor and Lessee shall have no liability to one another, or to any insurer, by way of subrogation or otherwise, on account of any loss or damage to their respective property, the premises or its contents, or the building regardless of whether such loss or damage is caused by the negligence of Lessee or Lessor, arising out of the peril or casualties insured against by the property insurance policies carried, or required to be carried, by the parties pursuant to this Lease. The insurance policies obtained by Lessor or Lessee pursuant to this Lease shall permit waivers of subrogation which the insurer may otherwise have against the non-insuring party. In the event the policy or policies do not allow waiver of subrogation prior to loss, either Lessor or Lessee shall, at the request of the other party, deliver to the requesting party a waiver of subrogation endorsement in such form and content as may reasonably be required by the requesting party or its insurer.

26.7 Access: Lessor agrees to provide (*Board, University, College or other appropriate name*) and its insurer access and authority to investigate on site and to obtain such information from Lessor as may be required to defend the (*Board, University, College or other appropriate name*) and its officers or employees from claims or litigation arising from activities under this Lease.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Agreement on this _____ day of _____ 20____

LESSEE:

BOARD OF REGENTS OF THE
NEVADA SYSTEM OF HIGHER
EDUCATION
on behalf of (*Name of Institution*)

By: _____
(signature)

(printed name)

(title)

LESSOR:

(*Full legal name of Lessor*)

By: _____
(signature)

(printed name)

(title)

Distribution: 1 copy for Institution
1 copy for Lessor

Standard Form Lease, continued

Exhibit A

Description of Office or Building Space

Building Name
and Location: _____

Address: _____

Room Number(s): _____

Description: _____

Standard Form Lease, continued

(Use only if applicable)

Exhibit B

Description of Equipment or Personal Property

The following described equipment or personal property is leased to Lessee:

Standard Form Instructional Facility Agreement

INSTRUCTIONAL FACILITY AGREEMENT BETWEEN *(Name of Institution)*

(Name of Contractor)

THIS AGREEMENT entered into this _____ day of _____, 20____
by and between the Board of Regents of the Nevada System of Higher Education, on behalf of
(Name of institution), hereinafter referred to as ("*University, College, or appropriate name*"), and
(Name of other Contracting Party Contractor) hereinafter referred to as "Contractor."

WHEREAS, the parties hereto desire to enter an agreement whereby the
Contractor provides the facilities and instructors for the following program, course/courses or
workshop of the *(University, College or appropriate name)*:

IT IS HEREBY AGREED AS FOLLOWS:

I.

The *(University, College, or appropriate name)* and the Contractor will, through
the appropriate department, jointly plan for the establishment of the *(University's, College's, or
appropriate name)* aforementioned program(s) and/or course(s) with the Contractor. The
establishment of accepted standards of education, setting the *(University, College or ap-
propriate name)* semesters of instruction, preparation of all instruction schedules and
regulations, and the enrollment of students shall be the responsibility of the *(University, College,
or appropriate name)* and shall be communicated to the Contractor in accordance with the
above.

II.

The above referenced program(s) and/or course(s) will be scheduled
from _____, 20__ through _____, 20__.

Contractor contracts with the *(University, College, or appropriate name)* to
provide the facilities, equipment and qualified instructors for the purpose of conducting the
above-mentioned program(s) or course(s) during such times as the Contractor and the
(University, College, or appropriate name) jointly agree to schedule such program(s) and/or
course(s).

The instruction period of each group of students shall be jointly determined.

III.

The maximum number of students assigned shall be jointly determined after
consideration of the facilities, equipment, and of methods of instructions to be used.

IV.

All reasonable efforts will be made to insure that the (*University, College, or appropriate name*) complies with all applicable rules and regulations of the Contractor and observes professional ethics of the Contractor and its clients.

V.

Insurance Requirements: 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 below. Unless specifically noted herein or otherwise agreed to by the (*University, College or other appropriate name*), the required insurance shall be in effect on or prior to the commencement of work by Contractor and shall continue in force as appropriate until the latter of:

- a. Final acceptance by the (*University, College or other appropriate name*) of the completion of this contract; or
- b. Such time as the insurance is no longer required by the (*University, College or other appropriate name*) under the terms of this contract.

Any insurance or self-insurance available to the (*University, College or other appropriate name*) shall be excess of and non-contributing with any insurance required from Contractor. Contractor's insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by the (*University, College or other appropriate name*), Contractor shall provide the (*University, College or other appropriate name*) with renewal or replacement evidence of insurance no less than thirty (30) days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by the contract, an insurer or surety shall fail to comply with the requirements of this contract, as soon as Contractor has knowledge of any such failure, Contractor shall immediately notify the (*University, College or other appropriate name*) and immediately replace such insurance or bond with insurance or a bond meeting the contract's requirements.

Workers' Compensation and Employer's Liability Insurance

Contractor shall provide proof of workers' 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.

Commercial General Liability Insurance

- a. Minimum limits required:
 - \$1,000,000 General Aggregate
 - \$1,000,000 Products & Completed Operations Aggregate
 - \$1,000,000 Personal and Advertising Injury
 - \$1,000,000 Each Occurrence

- b. Coverage shall be on an occurrence basis and shall be at least as broad as ISO 1996 form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, completed operations, personal injury, products, civil lawsuits, and liability assumed under contract.
- c. A separate General Aggregate limit shall apply to this project.

Business Automobile Liability Insurance

- a. Minimum limit required: \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
- b. Coverage shall include owned, non-owned, and hired vehicles.
- c. Coverage shall be written on ISO form CA 00 01 or a substitute providing equal or broader liability coverage.

Umbrella or Excess Liability Insurance

- a. May be used to achieve the above minimum liability limits.
- b. Shall be endorsed to state it is "As Broad as Primary Policies."

General Requirements

- a. Additional Insured: By endorsement to all liability policies, except Professional Liability, the (*University, College or other appropriate name*) shall be named as additional insureds for all liability arising from the contract.
- b. Waiver of Subrogation: Each liability insurance policy shall provide for waiver of subrogation against the (*University, College or other appropriate name*).
- c. Cross-Liability: All required liability policies shall provide cross-liability coverage.
- d. Deductibles and Self-Insured Retentions: Insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by (*University, College or other appropriate name*). Such approval shall not relieve Contractor from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed \$5,000.00 per occurrence, unless otherwise approved by NSHE Risk Manager.
- e. Approved Insurer: Each insurance policy shall be:
 - i) Issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the State and having agents in Nevada upon whom service of process may be made, and
 - ii) Currently rated by A.M. Best as "A- IX" or better.

Evidence of Insurance

Prior to the start of any work, Contractor must provide the following documents to the (*University, College or other appropriate name*):

- a. Certificate of Insurance: The Accord 25 Certificate of Insurance form or a form substantially similar must be submitted to the (*University, College or other appropriate name*) to evidence the insurance policies and coverages required of Contractor.
- b. Additional Insured Endorsement: An original Additional Insured Endorsement (ISO form CG20 10 11 85), signed by an authorized insurance company representative, must be submitted to the (*University, College or other appropriate name*), by attachment to the Certificate of Insurance, to evidence the endorsement of the (*University, College or other appropriate name*) as additional insureds.

- c. Policy Cancellation Endorsement: Except for ten (10) days notice for non-payment of premium, each insurance policy shall be endorsed to specify that without sixty (60) days prior written notice to the (*University, College or other appropriate name*), the policy shall not be canceled, non-renewed, or coverage and/or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by certified mail to the address specified herein. A copy of this signed endorsement must be attached to the Certificate of Insurance.

VI.

Access: Contractor agrees to provide (*University, College or other appropriate name*) and its insurer access and authority to investigate on site and to obtain such information from Contractor as may be required to defend the (*University, College or other appropriate name*) and its officers or employees from claims or litigation arising from activities under this agreement.

VII.

There shall be no payment nor considerations, other than those provided in the agreement between the (*University, College, or appropriate name*) and the Contractor in connection with this education program.

VIII.

The (*University, College or appropriate name*) does not discriminate on the basis of race, religion, national origin, sex, marital status, status with regard to public assistance or disability in the admissions, employment, or operation of its educational programs.

IX.

It is agreed that the (*University, College, or appropriate name*) and the Contractor will derive the greatest benefit from this agreement by promoting the interests of each other, by evaluation, consultation and cooperation, and by interpreting the provisions of this agreement in the manner which shall best promote the interest of the student's educational program.

X.

The (*University, College, or appropriate name*) and the Contractor agree to the following charges as indicated below:

The Contractor agrees to furnish the space, equipment (if needed), and qualified instructor(s) for the specified time.

XI.

This agreement may be amended to include additional programs with notification and mutual consent of the participating parties. Such amendments must be in writing.

XII.

The Contractor shall neither assign, transfer nor delegate any rights, obligations, or duties under this agreement without the prior written consent of the (*University, College, or appropriate name*).

XIII.

The parties agree that the 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 a state employee. Employees of the Contractor shall not be considered employees of the State of Nevada nor of the (*University, College, or appropriate name*) and shall not be entitled to the employment benefits accorded to State employees in general and (*University, College, or appropriate name*) employees in particular.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first set forth above.

BOARD OF REGENTS OF THE
NEVADA SYSTEM OF HIGHER EDUCATION
Acting on behalf of (*Name of Institution*)

By: _____
President (*Name of Institution*)

CONTRACTOR

By: _____ Date: _____
Name and Title

Distribution: 1 copy for Institution
1 copy for Contractor

Standard Form Clinical Education Affiliation Agreement

Education Affiliation Agreement for Placement of Institution Students in a Clinical Experience at a Hospital/Facility or Other Facility

This Agreement is made between (*Full name and address of Institution*), hereinafter referred to as "Institution," and (*Full name and address of the Hospital/Facility or Facility*), hereinafter referred to as "Hospital/Facility."

RECITALS

- A. Hospital/Facility is the operator of an acute care Hospital/Facility; and
- B. Hospital/Facility has the capability to provide a site for (*medical/nursing*) teaching and practical experience; and,
- C. Hospital/Facility has made it a professional responsibility to assist in the educational experience of medical students by providing a medical Clinical Program; and,
- D. Institution is currently conducting (*medical/nursing/other*) programs for which it desires to obtain the assistance of Hospital/Facility to further the training and experience Institution's students can receive toward their educational objectives; and,
- E. Institution employs physicians/faculty interested in working at Hospital/Facility while retaining their status as employees of Institution.

TERMS

In consideration of the mutual promises and conditions contained in this Agreement, Institution and Hospital/Facility agree as follows:

- 1.0 Purpose, Term, and General Policy of the Affiliation.
 - 1.1 Institution and Hospital/Facility agree to affiliate and cooperate for their mutual benefit in order to provide a high standard of health and medical services to the public and to provide research and training programs for medical students, as well as greater service than would be possible without affiliating, through this Clinical Program. Each party may continue to provide professional or Hospital/Facility services outside of this affiliation.
 - 1.2 This Agreement is for a term of ___ years beginning on _____, 20 __, and may be renewed by mutual written consent of the parties for an unlimited number of renewal terms of ___ years each.
 - 1.3 Hospital/Facility seeks to achieve the following goals with this Agreement:
 - 1.3.1 To improve the quality of care while providing an environment conducive to education;
 - 1.3.2 To improve its recruitment ability;
 - 1.3.3 To establish an affiliate clinical program consistent with the values and needs of Hospital/Facility.
 - 1.4 Institution seeks to achieve the following goals with this Agreement:
 - 1.4.1 To provide its students with the necessary clinical experience to prepare them for (*medical/nursing/other*) careers;
 - 1.4.2 To provide its students and faculty with the opportunity to stay current in the (*medical/nursing/other*) field; and
 - 1.4.3 To enhance and maintain strong ties to local Hospital/Facility.
 - 1.5 Neither party intends for this Agreement to alter in any way their respective legal rights or their legal obligations to one another, the students and Faculty assigned to Hospital/Facility, or to any third party.
 - 1.6 Hospital/Facility retains final responsibility for all aspects of patient care and assumes the responsibility to perform procedures that a student has not performed if the faculty cannot assume the responsibility.
 - 1.6.1 Hospital/Facility may permit Institution faculty members to provide such patient services at Hospital/Facility as deemed necessary by Hospital/Facility for teaching purposes.

1.7 Both parties and their employees shall conduct themselves in compliance with all applicable federal, state, and local laws, rules, and regulations and in compliance with the standards, rulings, and regulations of the Joint Commission on Accreditation of Health Care Organizations, the Department of Health and Human Services, and the State Department of Health and Rehabilitative Services, as well as their own respective institutional rules and regulations.

2.0 Annual Operating Plan.

2.1 The parties agree that each year they shall set forth a written operating plan which shall include:

- 2.1.1 The names and a table of organization showing all Institution and Hospital/Facility physicians and employees who are participating in this Clinical Program;
- 2.1.2 The duties of all persons providing services for the Clinical Program listed in section 2.1.1;
- 2.1.3 A description of all resources of Hospital/Facility to be utilized by Institution;
- 2.1.4 A description of all resources of Institution to be utilized by Hospital/Facility;
- 2.1.5 Billing procedures for the departments and divisions covered by this Agreement;
- 2.1.6 A list of the reports and records which the parties determine must be prepared for the Clinical Program;
- 2.1.7 Description of the quality assurance program to be followed by Institution and Hospital/Facility;
- 2.1.8 The clinical education programs to be provided and the starting and ending dates for each program;
- 2.1.9 The number, names, clinical assignment opportunities, and clinical assignment schedule for the students;
- 2.1.10 The name of the individual for each party who shall have authority to act for and on behalf of each party in all matters relevant to this Affiliation Agreement.

3.0 Curriculum.

3.1 It shall be Institution's responsibility to:

- 3.1.1 Establish and maintain for this clinical placement, curriculum standards and educational policies that meet Institution standards (*and applicable _____ licensing and accreditation requirements*);
- 3.1.2 Administer, organize, and operate the overall clinical placement educational program;
- 3.1.3 Provide course outlines to Hospital/Facility that include objectives, goals, and classes for each course providing clinical experience;
- 3.1.4 Provide Hospital/Facility with a copy of the Student Handbook, if any, that sets forth the rules governing student behavior.

3.2 It shall be Hospital/Facility's responsibility to:

- 3.2.1 Allow faculty and students to select and arrange Hospital/Facility learning experiences that meet clinical objectives;
- 3.2.2 Orient Hospital/Facility staff to the curriculum and encourage an atmosphere conducive to learning;
- 3.2.3 Provide Institution faculty with written policies, procedures, standards of care and protocols of Hospital/Facility, which Institution acknowledges shall govern Institution students and faculty involved in the clinical program;
- 3.2.4 Maintain its operating license and accreditation by the Joint Commission on Accreditation of Health Care Organizations and _____.

4.0 Program Coordination.

4.1 Institution and Hospital/Facility agree to work together to establish and maintain a quality Clinical Program. Hospital/Facility agrees to take an active role in suggesting or establishing education policy, curriculum, and course content.

- 4.2 Institution shall provide a faculty member who will serve as liaison with Hospital/Facility personnel.
- 4.3 Institution and Hospital/Facility agree to provide representatives to form a Liaison Committee to meet (*monthly/bi-monthly*) to fashion, discuss, evaluate, and make recommendations to revise the Clinical Program experience at Hospital/Facility. Institution agrees upon request to provide representatives from Institution faculty to serve on Hospital/Facility committee(s) relevant to the Clinical Program.
 - 4.3.1 Institution representatives on the Liaison Committee shall be: (*insert titles of officials to serve on committee*).
 - 4.3.2 Hospital/Facility's representatives on the Liaison Committee shall be: (*insert titles of officials to serve on committee*).
- 4.4 Institution and Hospital/Facility agree to cooperate in planning hours of practice and selecting areas of clinical services so that all programs can benefit.
- 4.5 Neither party, nor any joint committee, shall have the power to obligate Institution or Hospital/Facility resources, or commit either to any particular action.

5.0 Clinical Faculty and Staff.

- 5.1 It shall be the responsibility of Institution to:
 - 5.1.2 Employ and assign to this Clinical Program only those physicians/employees who are State-licensed;
 - 5.1.3 Employ for this Clinical Program only administrative and instructional staff who meet the applicable qualifications;
 - 5.1.4 Discipline, terminate, reassign, and reinstate such personnel in its reasonable discretion;
 - 5.1.5 Provide Hospital/Facility with a faculty responsibility description;
 - 5.1.6 Assign to the Clinical Program only faculty who agree to follow Hospital/Facility rules and regulations even though they are not Hospital/Facility employees;
 - 5.1.7 Define a faculty dress code that meets the approval of Hospital/Facility;
 - 5.1.8 Provide representatives from Institution's faculty to serve on Hospital/Facility committee(s) at the request of Hospital/Facility;
 - 5.1.9 Provide evidence of appropriate specialty certification for each of its provided physician faculty members.
- 5.2 It shall be the responsibility of Hospital/Facility to:
 - 5.2.1 Provide Institution faculty with written policies, procedures, standards of care and protocols of Hospital/Facility;
 - 5.2.2 Employ medical, administrative, and direct patient care staff who are currently licensed to practice medicine in the State and who are qualified either through experience and/or academically to uphold and demonstrate standards of medicine and medical care as established by Hospital/Facility;
 - 5.2.3 Provide medical staff to assist students with clinical assignments.

6.0 Student Records and Student Participation in the Hospital/Facility Clinical Program.

- 6.1 Institution shall provide and maintain the following records and reports required by the Hospital/Facility for conducting the Clinical Program:_____.
- 6.2 Hospital/Facility agrees to complete the following evaluations and student records developed by Institution concerning student participation and performance in the Clinical Program:_____.
- 6.3 The parties acknowledge that many student educational records are protected by the Family Educational Rights and Privacy Act ("FERPA"), and that student permission must be obtained before releasing specific student data to anyone other than Institution. Institution agrees to provide guidance to Hospital/Facility with respect to complying with FERPA.

- 6.4 It shall be Institution's responsibility to:
- 6.4.1 Send to Hospital/Facility for clinical experience only those students who have met all Institution requirements and qualifications and who agree to follow Hospital/Facility rules and regulations;
 - 6.4.2 Submit to Hospital/Facility, ___ weeks before the Clinical Program is to begin, the names of the affiliating students, the dates and the assigned areas, and update that into the final registration list ___ weeks after Institution's add/drop registration period ends;
 - 6.4.3 Ensure that students attend a Hospital/Facility orientation session during the first month of clinical experience at Hospital/Facility;
 - 6.4.4 Notify students of their assignments with Hospital/Facility;
 - 6.4.5 Provide Hospital/Facility, Institution faculty, and the students with a copy of the written Institution rules and responsibilities that apply to the student in the Clinical Program;
 - 6.4.6 Define the mechanisms for students reporting on- and off-duty;
 - 6.4.7 Define and help enforce student dress codes that meet the approval of Hospital/Facility;
 - 6.4.8 Provide Hospital/Facility with documentation that the students have successfully completed the following prerequisites, tests, and training deemed necessary for placement in the Clinical Program:
 - 6.4.8.1 (*e.g., CPR, immunizations*);
 - 6.4.9 Upon request and in compliance with FERPA, provide responsible Hospital/Facility officials with such student records as will adequately disclose the prior education and related experiences of prospective student participants.
- 6.5 It shall be Hospital/Facility's responsibility to:
- 6.5.1 Advise Institution of the number of students who can be accommodated at Hospital/Facility;
 - 6.5.2 Provide orientations to acquaint students with Hospital/Facility facilities, policies, procedures, Hospital/Facility faculty and staff, and the needs of individuals and/or groups with whom the students will be working;
 - 6.5.3 Provide written evaluations to students ___ weeks into the academic term and ___ weeks after the conclusion of the academic term;
 - 6.5.4 Provide emergency treatment in the event of accident or illness to students while in Hospital/Facility for the Clinical Program, such care to be provided at the students' expense;
 - 6.5.5 Maintain administrative and professional supervision of students insofar as their presence and program assignments affect the operations of the Facility and its care, direct and indirect, of patients.
- 6.6 Institution and Hospital/Facility agree:
- 6.6.1 That any student who becomes injured or ill shall receive medical diagnosis and attention;
 - 6.6.2 That any Student who does not meet the health criteria established by Hospital/Facility cannot be assigned to Hospital/Facility. Hospital/Facility has the right, at any time, to request health status reports on students;
 - 6.6.3 That Institution will not be responsible for the ultimate performance of students at Hospital/Facility.
- 6.7 Student participation in Clinical Program shall be for ___ academic terms.
- 6.8 The students shall not be compensated for their participation in the Clinical Program.

7.0 Clinical Facilities.

- 7.1 The Hospital/Facility agrees to provide:
 - 7.1.1 Adequate facilities for the Clinical Program;
 - 7.1.2 Space for reference materials for students;
 - 7.1.3 An area where students may gather together for social and educational meetings, including meals, status conferences, etc;

7.1.4 With its best efforts, conference rooms, classrooms, dressing rooms, and locker space for students and Institution faculty involved in the Clinical Program.

8.0 Relationship Between the Parties.

8.1 Institution and its employees (physician and non-physician) shall not be employees of Hospital/Facility, and shall not hold themselves out as employees of Hospital/Facility. Nothing in this Agreement is intended or shall it be construed to create a joint venture relationship, a lease, or a landlord/tenant relationship.

8.2 Employees of Hospital/Facility shall not be considered and shall not hold themselves out to be employees of Institution.

8.3 Each party shall be solely liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security, and other taxes or benefits on behalf of its employees.

8.4 Neither party shall engage in direct purchasing or otherwise contract any liability on behalf of, or charge the credit of, the other.

8.5 Should the Internal Revenue Service or any other governmental agency question or challenge the independent contractor status of Institution, Hospital/Facility, or its employees, both Hospital/Facility and Institution, upon receipt by either of them of notice, shall promptly notify the other party and afford the other party the opportunity to participate in any government agency discussion or negotiations irrespective of whom or by whom such discussions or negotiations are initiated.

8.6 Hospital/Facility shall retain and exercise the final authority in the appointments, reappointments, revocations, amendments to, and suspensions of practicing privileges and of membership on Hospital/Facility staff.

8.7 Institution shall retain and exercise the final authority in the appointments, reappointments, revocations, amendments to, and suspensions of its faculty/employees, in accordance with Institution policies and procedures.

8.8 The parties acknowledge that each participates in various third-party payment programs and agree to fully cooperate with the other by providing assistance to meet all requirements for participation and payment.

9.0 Insurance.

9.1 Hospital/Facility shall, at Hospital/Facility's sole expense, procure, maintain, and keep in force for the duration of this Agreement the following insurance conforming to the minimum requirements specified below. Unless specifically noted herein or otherwise agreed to by Institution, the required insurance shall be in effect prior to the commencement of work by Hospital/Facility and shall continue in force as appropriate until the latter of:

9.1.1 Final acceptance by Institution of the completion of this Agreement; or

9.1.2 Such time as the insurance is no longer required by Institution under the terms of this Agreement.

9.2 Any insurance or self-insurance available to Institution shall be excess of and non-contributing with any insurance required by Hospital/Facility. Hospital/Facility's insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by Institution, Hospital/Facility shall provide Institution with renewal or replacement evidence of insurance no less than thirty (30) days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by this Agreement, an insurer or surety shall fail to comply with the requirements of this Agreement, as soon as Hospital/Facility has knowledge of any such failure, Hospital/Facility shall immediately notify Institution and immediately replace such insurance or bond with insurance or bond meeting the Agreement's requirements.

9.2.1 Workers' Compensation and Employer's Liability Insurance

Hospital/Facility shall provide proof of workers' 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.

- 9.2.2 Commercial General Liability Insurance
 - a. Minimum limits required:
 - \$1,000,000 General Aggregate
 - \$1,000,000 Products & Completed Operations Aggregate
 - \$1,000,000 Personal and Advertising Injury
 - \$1,000,000 Each Occurrence
 - b. Coverage shall be on an occurrence basis and shall be at least as broad as ISO 1996 form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, completed operations, personal injury, products, and liability assumed under contract.
- 9.2.3 Business Automobile Liability Insurance
 - a. Minimum limit required: \$5,000,000 combined single limit per Occurrence for bodily injury and property damage.
 - b. Coverage shall include owned, non-owned, and hired vehicles.
 - c. Coverage shall be written on ISO form CA 00 01 or a substitute providing equal or broader liability coverage.
- 9.2.4 Professional Liability/Errors & Omissions Insurance
 - a. Minimum limit required: \$1,000,000 per Claim.
 - b. Minimum limit required: \$3,000,000 Annual Aggregate.
 - c. Retroactive date: Prior to commencement of the performance of this Agreement.
 - d. Discovery period: Three (3) years after termination of Agreement.
 - e. A certified copy of this policy is required.
- 9.2.5 Umbrella or Excess Liability Insurance
 - a. May be used to achieve the above minimum liability limits.
 - b. Shall be endorsed to state it is "As Broad as Primary Policies."
- 9.2.6 General Requirements
 - a. Deductibles and Self-insured Retentions: Insurance maintained by Hospital/Facility shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by Institution. Such approval shall not relieve Hospital/Facility from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed \$5,000.00 per occurrence, unless otherwise approved by NSHE Risk Manager.
 - b. Approved Insurer: Each insurance policy shall be:
 - i) Insured by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the State and having agents in Nevada upon whom service of process may be made; and
 - ii) Currently rated by A.M. Best as "A- IX" or better.

9.3 Institution shall maintain, at its own cost and expense, professional liability insurance covering Institution as an entity and each of its provided physicians/employees and students against professional liability (malpractice) claims, in the minimum amount of one million dollars (\$1,000,000.00) per occurrence and three million dollars (\$3,000,000.00) aggregate. Evidence of such insurance shall be provided to Hospital/Facility upon request. This provision shall in no way be considered a waiver of Institution's right to raise the defense of sovereign immunity under NRS 41.0305 to NRS 41.039, which right Institution specifically reserves. Torts claims against physicians/employees are limited to \$50,000.00 per cause of action by the provisions of said professional liability insurance and by NRS 41.035. Torts claims against students are limited to \$50,000.00 per cause of action by the provisions of said professional liability insurance.

9.4 Institution shall carry Workers' Compensation and Employer's Liability Insurance as required by NRS 616B.627 or provide proof that compliance with the provisions of Nevada Revised Statutes, Chapters 616A-D and all other related chapters, is not required.

9.5 During the term of this Agreement and any extension thereof, Institution shall maintain in force Commercial General Liability Insurance in the amount of \$_____ per occurrence and \$_____ Annual Aggregate or self-insurance sufficient to cover the Institution's liability under NRS Chapter 41. Coverage shall include liability arising out of bodily injury, wrongful death, and property damage.

10.0 Access.

Contractor agrees to provide Institution and its insurer access and authority to investigate on site and to obtain such information from Contractor as may be required to defend the Institution and its officers or employees from claims or litigation arising from activities under this Agreement.

11.0 Indemnification

11.1 Hospital/Facility shall indemnify, defend, and hold harmless Institution, its governing board, officers, faculty, agents, employees and from and against any and all liabilities, claims, losses, lawsuits, judgments, and/or expenses, including attorney fees, arising either directly or indirectly from any act or failure to act by Hospital/Facility or any of its medical staff, employees, or the residents which may occur during or which arise out of the performance of this Agreement.

11.2 To the extent limited in accordance with NRS 41.0305 to NRS 41.039, Institution shall indemnify, defend, and hold harmless Hospital/Facility, its governing board, officers, faculty, agents, and employees from and against any and all liabilities, claims, losses, lawsuits, judgments, and/or expenses, including attorney fees, arising either directly or indirectly from any act or failure to act by Institution, its officers or employees, which may occur during or which may arise out of the performance of this Agreement, and limited to the extent of the professional liability insurance limits set forth in paragraph 9.3 hereinabove. In accordance with NRS Chapter 41, Institution will assert the defense of sovereign immunity as appropriate in all cases, including malpractice and indemnity actions. Claims against Institution, its officers, and employees are limited to \$50,000.00 per cause of action.

11.3 In the event each of the parties is found to be at fault, then each shall bear its own costs and attorney's fees and its proportionate share of the judgment or settlement based on its percentage of fault, as determined by a procedure established by the parties.

11.4 This Article shall continue beyond termination or expiration of this Agreement.

12.0 Termination of the Agreement.

12.1 This Agreement may be terminated without cause upon providing at least ___ days' written notice to the other party prior to the beginning of the next academic term. Such termination must not affect students affiliated with Hospital/Facility for the academic term in which notice is given.

12.2 This Agreement may be terminated for cause by the non-offending party, as follows:

12.2.1 In the event Institution or Hospital/Facility fails by omission or commission in any substantial manner to provide the services in accordance with this Agreement;
or

12.2.2 In the event either party becomes insolvent or has a bankruptcy petition filed against it; or,

12.2.3 In the event either Institution or Hospital/Facility or their staff fail to perform their duties hereunder causing imminent danger to patients or materially and adversely affecting the licensure or accreditation status of Hospital/Facility or Institution.

12.2.4 Such termination shall be effective upon written notice to the other.

12.3 This Agreement may be terminated by either party if the other party has substantially defaulted in the performance of any other obligation under this Agreement, if the terminating party first gives thirty (30) days written notice of the default, and the defaulting party has an additional ninety (90) days to cure the default, provided the defaulting party is proceeding to cure with diligence and has given written assurances to the non-defaulting party of the intent to cure.

12.4 Upon termination of this Agreement, neither party shall have any further obligations hereunder except for obligations accruing prior to the date of termination, obligations that are expressly extended beyond the term of this Agreement, including indemnification, and obligations made by Hospital/Facility with respect to any student.

13.0 Non-Discrimination and Compliance with Laws.

13.1 The parties agree in this clinical program to comply with all the federal, state, local, and institutional laws, ordinances and rules applicable to Institution, and specifically agree not to unlawfully discriminate against any individual on the basis of race, creed, color, sex, religion, age, disability, or national origin, and to comply with all anti-discriminatory laws and policies which Institution promulgates and to which Institution is subject.

13.2 The parties agree to comply with all state, federal, and local laws, including but not limited to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the Family Educational Rights and Privacy Act of 1974. The parties agree to enter into any supplementary agreement that may be required pursuant to the provisions of HIPAA.

14.0 Withholding.

With respect to employee compensation for services provided in connection with this Agreement, each party shall indemnify the other for their own employees' withholding taxes, workers' compensation, and other employment-related taxes.

15.0 Entire Agreement; Modification.

This Agreement contains all the terms between the parties and may be amended only in writing signed by both parties.

16.0 Severability.

Each paragraph of this Agreement is severable from all other paragraphs. In the event any court of competent jurisdiction determines that any paragraph or subparagraph of the agreement is invalid or unenforceable for any reason, all remaining paragraphs and subparagraphs will remain in full force and effect.

17.0 Governing Law.

The parties agree that the laws of the State of Nevada shall govern the validity, construction, interpretation, and effect of this agreement. Any and all disputes arising out of or in connection with the agreement shall be litigated only in the ____ Judicial District Court in and for the County of _____, State of Nevada, and Hospital/Facility hereby expressly consents to the jurisdiction of said court.

18.0 Assignment.

Nothing in this Agreement shall be construed to permit the assignment by Hospital/Facility or Institution of any rights or obligations hereunder, and such assignment is expressly prohibited without the prior written consent of either Institution or Hospital/Facility.

19.0 Notice.

Any notice to either party hereunder must be in writing signed by the party giving it and shall be deemed given when mailed postage prepaid by U.S. Postal Service first class, certified or express mail, or other overnight mail service, or hand delivered, when addressed as follows:

To Institution:

To Hospital/Facility:

or to such other addressee as may be hereafter designated by written notice. All such notices shall be effective only when received by the addressee.

20.0 Paragraph Headings.

The paragraph headings in this Agreement are used only for ease of reference and do not limit, modify, construe, or interpret any provision of this Agreement.

IN WITNESS WHEREOF, the authorized representative(s) of Hospital/Facility and of Institution execute this Agreement on this ___ day of _____, 20__.

INSTITUTION:
(Full Legal Name of Institution)

HOSPITAL/FACILITY:
(Full Legal Name of Hospital/Facility)

By: _____
(signature)

By: _____
(signature)

(printed name)

(printed name)

(title)

(title)

Standard Form Education Affiliation Agreement

Education Affiliation Agreement

This Agreement is made between (*Full name and address of Institution*) hereinafter referred to as "Institution," and (*Full name and address of Placement Site*), hereinafter referred to as "Placement Site."

RECITALS

- A. Placement Site is capable of providing a site for teaching and practical experience; and,
- B. Placement Site has made it a professional responsibility to assist in the educational experience of (*university/college*) students and is interested in providing assistance in particular to Institution with its curricula; and,
- C. Institution is currently conducting (*teaching/other*) programs granting the degree(s) of _____ for which it desires a Placement Site to further the training and experience of Institution's students.

TERMS

In consideration of the mutual promises and conditions contained in this Agreement, Institution and Placement Site agree as follows:

1.0 Purpose of the Affiliation.

1.1 Institution and Placement Site agree to affiliate and cooperate for their mutual benefit. Placement Site will provide a facility for Institution students to obtain appropriate, high quality (*practical/clinical*) training and experience ("*[name]* Program"), and Institution will provide students to support the mission and efforts of Placement Site. The overall intention is to provide training and service with greater success than would be possible without affiliating.

1.2 In particular, Institution seeks to achieve the following goals with this Agreement:

1.2.1 Provide its students with the necessary experience to prepare them for careers in _____;

1.2.2 Provide its students and faculty with the opportunity for professional interaction with practitioners to learn the newest techniques in the _____ field; and

1.2.3 Enhance and maintain strong ties to local (*type of Placement Site, e.g., schools*).

1.3 Placement Site seeks to achieve the following goals with this Agreement:

1.3.1 Improve the quality of (*teaching*) while providing an environment conducive to program and experiential training;

1.3.2 Improve its recruitment ability; and

1.3.3 Establish an affiliate (*clinical/other*) program consistent with the values and needs of Placement Site.

2.0 Responsibilities for the Academic Curriculum.

2.1 It shall be Institution's responsibility to:

2.1.1 Establish and maintain for this placement, curriculum standards and educational policies that meet Institution standards (*and applicable _____ licensing and accreditation requirements*).

2.1.2 Administer, organize, and operate the overall placement educational program;

2.1.3 Provide course outlines to Placement Site that include objectives, goals, and classes for each course providing (*clinical/other*) experience;

2.1.4 Provide Placement Site with a copy of the Student Handbook, if any, that sets forth the rules governing student behavior.

2.2 It shall be Placement Site's responsibility to:

2.2.1 Allow faculty and students to select and arrange Placement Site learning experiences that meet program objectives;

2.2.2 Orient Placement Site staff to the curriculum and encourage an atmosphere conducive to learning;

2.2.3 Provide Institution faculty with written policies, procedures, standards of care, and protocols of Placement Site, which Institution acknowledges shall govern Institution students and faculty involved in the (*clinical/other*) Program.

3.0 Program Delivery and Supervision.

3.1 It shall be Institution's responsibility to:

3.1.1 Employ administrative and instructional staff who meet the qualifications;

3.1.2 Provide Placement Site with a description of Institution faculty responsibilities;

3.1.3 Use only faculty who agree to follow Placement Site rules and regulations.

3.2 It shall be Placement Site's responsibility to:

3.2.1 Employ administrative and (*direct service/teaching*) staff who are currently licensed and who are qualified either through experience and/or academically to uphold and demonstrate standards of the Program as established by Placement Site;

3.2.2 Provide learning experiences under the supervision of qualified personnel that meet the experience standards of the following recognized professional accrediting agencies, State agencies, and the stated objectives of Institution's educational program:_____;

3.2.3 Provide Institution and participating students with current operational policies and procedures manuals relevant to the Program;

3.2.4 Provide staff to assist students with (*clinical/other*) assignments;

3.2.5 Provide opportunities for observations and practical experience conducive to the learning process of the students and to meeting the learning objectives of the Program and overall curriculum;

3.2.6 Provide time for Placement Site professionals to attend supervisory meetings and conferences called by Institution as part of the educational program;

3.2.7 Permit, as possible, the students to attend Placement Site regular, operational, and policy-making meetings.

4.0 Program Coordination.

4.1 Institution and Placement Site agree to work together to establish and maintain a quality Program. Placement Site agrees to take an active role in suggesting or establishing education policy, curriculum, and course content.

4.2 Institution shall provide a faculty member who will serve as liaison with Placement Site personnel.

4.3 Institution and Placement Site agree to provide representatives to form a coordinating committee to fashion, discuss, evaluate, and make recommendations to revise the Program experience at Placement Site. Institution agrees upon request to provide representatives from Institution faculty to serve on Placement Site committee(s) relevant to the Program.

4.4 Institution and Placement Site agree to cooperate in planning the hours of practice and selecting the areas of services so that all programs can benefit.

4.5 Neither party, nor any joint committee, shall have the power to obligate Institution or Placement Site resources or commit either to any particular action.

5.0 Term, Renewal, and Termination of the Agreement.

5.1 This Agreement is for a term of one (1) year beginning on _____, 20__.

5.2 This Agreement shall be renewed by mutual written consent of the parties, (executed before the end of the one-year term set forth in 5.1) for an unlimited number of renewal terms of ___ year(s) each.

5.3 This Agreement may be terminated upon providing at least ___ days' written notice to the other party prior to the beginning of the next academic term. Notwithstanding any such termination, any student already enrolled and participating in the Program shall have the right to fully complete the course.

6.0 Student Participation in Placement Site Program.

6.1 It shall be Institution's responsibility to:

6.1.1 Send to Placement Site for experience only those students who have met all Institution requirements and qualifications and who agree to follow Placement Site rules and regulations;

6.1.2 Submit to Placement Site, ___ weeks before the Program is to begin, the names of the affiliating students, the dates and the assigned areas, and update that into the final registration list ___ weeks after Institution's add/drop registration period ends;

6.1.3 Notify students of their assignments with Placement Site;

6.1.4 Provide Placement Site, Institution faculty, and the students with a copy of the written Institution rules and responsibilities that apply to the students in the Program;

6.1.5 Define the mechanisms for students reporting on- and off-duty;

6.1.6 Define and help enforce student dress codes that meet the approval of Placement Site;

6.1.7 Ensure that students attend a Placement Site orientation session during the first month of experience at Placement Site;

6.1.8 Provide Placement Site with documentation that the students have successfully completed the following prerequisites, tests, and training deemed necessary for placement in the Program:

6.1.8.1 (e.g., CPR, immunizations, specified courses.)

6.2 It shall be Placement Site's responsibility to:

6.2.1 Advise Institution of the number of students who can be accommodated at Placement Site;

6.2.2 Provide orientation sessions so all students can become acquainted with Placement Site facilities, policies, procedures, Placement Site faculty and staff, and the needs of individuals and/or groups with whom the students will be working;

6.2.3 Provide written evaluations to students ___ weeks into the academic term and ___ weeks after the conclusion of the academic term;

6.2.4 Provide emergency treatment in the event of accident or illness to students while in Placement Site for the program, such care to be provided at the students' expense.

6.3 Institution and Placement Site agree that:

6.3.1 Any student who does not meet the health criteria established by Placement Site cannot be assigned to Placement Site. Placement Site has the right, at any time, to request health status reports on students;

6.3.2 Institution will not be responsible for the ultimate performance of students at Placement Site.

6.4 Student participation in Program shall be for ____ academic term(s).

7.0 Facilities.

7.1 Placement Site agrees to provide:

7.1.1 Adequate facilities for the Program;

7.1.2 Space for reference materials for students;

7.1.3 An area where students may gather together for social and educational meetings, including meals, status conferences, etc.;

7.1.4 Whenever necessary, available conference rooms, dressing rooms, and locker space for students and Institution faculty involved in the Program.

8.0 Standards of Conduct; Discipline.

8.1 Institution and Placement Site agree that all students and faculty assigned to Placement Site must adhere to all the rules, regulations, and standards applicable to Institution and Placement Site, including rules of ethical and professional conduct as set forth in Institution's Student Handbook, the written policies, procedures, standards of care, and protocols of Placement Site, and _____.

8.2 Placement Site has the right to require Institution to withdraw a Program student in circumstances where:

8.2.1 Student's achievement, competence, progress, adjustment, or health does not warrant continuation at Placement Site; or,

8.2.2 Student's behavior fails to conform with the applicable regulations of Placement Site; and,

8.2.3 Placement Site provides the student with notice of the problem and an opportunity for the student individually to be heard before a final decision is made.

8.3 Placement Site, in any event, reserves the right to exclude from its premises any student whose conduct or state of health is deemed detrimental to the proper administration of Placement Site, provided Placement Site consults with and advises Institution's liaison prior to such exclusion.

9.0 Authority for Placement Site Operations.

Placement Site retains final responsibility for all aspects of Placement Site operations.

10.0 Student Records.

10.1 Institution shall provide and maintain the following records and reports required by Placement Site for conducting the Program: _____.

10.2 Placement Site agrees to complete the following evaluations and student records developed by Institution concerning student participation and performance in the Program: _____.

10.3 The parties acknowledge that many student educational records are protected by the Family Educational Rights and Privacy Act ("FERPA"), and that generally student permission must be obtained before releasing specific student data to anyone other than Institution. Institution agrees to provide Placement Site with guidance with respect to compliance with FERPA.

11.0 Insurance Requirements.

11.1 Placement Site shall, at Placement Site's sole expense, procedure, maintain, and keep in force for the duration of the Agreement the following insurance conforming to the minimum requirements specified below. Unless specifically noted herein or otherwise agreed to by Institution, the required insurance shall be in effect on or prior to the commencement of work by Placement Site and shall continue in force as appropriate until the latter of:

11.1.1 Final acceptance by Institution of the completion of this Agreement; or

11.1.2 Such time as the insurance is no longer required by Institution under the terms of this Agreement.

11.2 Any insurance or self-insurance available to Institution shall be excess of and non-contributing with any insurance required from Placement Site. Placement Site insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by Institution, Placement Site shall provide Institution with renewal or replacement evidence of insurance no less than thirty (30) days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by the Agreement, an insurer or surety shall fail to comply with the requirements of this Agreement, as soon as Placement Site has knowledge of any such failure, Placement Site shall immediately notify Institution and immediately replace such insurance or bond with insurance or bond meeting the Agreement's requirements.

11.3 Placement Site shall provide proof of Workers' Compensation and Employer's Liability 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.

11.4 Commercial General Liability Insurance

11.4.1 Minimum limits required:

\$1,000,000 General Aggregate

\$1,000,000 Products and Completed Operations Aggregate

\$1,000,000 Personal and Advertising Injury

\$1,000,000 Each Occurrence

11.4.2 Coverage shall be on an occurrence basis and shall be at least as broad as ISO 1996 form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, completed operations, personal injury, products, civil lawsuits, and liability assumed under contract.

11.4.3 A separate General Aggregate limit shall apply to this project.

11.5 Business Automobile Liability Insurance

11.5.1 Minimum limit required: \$1,000,000 combined single limit per Occurrence for bodily injury and property damage

11.5.2 Coverage shall include owned, non-owned, and hired vehicles.

11.5.3 Coverage shall be written on ISO form CA 00 01 or a substitute providing equal or broader liability coverage.

11.6 Umbrella or Excess Liability Insurance

11.6.1 May be used to achieve the above minimum liability limits.

11.6.2 Shall be endorsed to state it is "As Broad as Primary Policies."

11.7 General Requirements

11.7.1 Deductibles and Self-insured Retentions: Insurance maintained by Placement Site shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by Institution. Such approval shall not relieve Placement Site from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed \$5,000.00 per occurrence, unless otherwise approved by NSHE Risk Manager.

11.7.2 Approved Insurer: Each insurance policy shall be:

- i) Issued by insurance companies authorized to do business in the State of Nevada; or eligible surplus lines insurers acceptable to the State and having agents in Nevada upon whom service of process may be made; and
- ii) Currently rated by A.M. Best as "A- IX" or better.

11.8 Evidence of Insurance

Prior to the start of any work, Placement Site must provide the following documents to Institution:

11.8.1 Certificate of Insurance: The Accord 25 Certificate of Insurance form or a form substantially similar must be submitted to Institution to evidence the insurance policies and coverages required of Placement Site.

11.8.2 Policy Cancellation Endorsement: Except for ten (10) days notice for non-payment of premium, each insurance policy shall be endorsed to specify that without sixty (60) days prior written notice to Institution, the policy shall not be canceled, non-renewed, or coverage and/or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by certified mail to the address specified herein. A copy of this signed endorsement must be attached to the Certificate of Insurance.

12.0 Access.

Placement Site agrees to provide Institution and its insurer access and authority to investigate on site and to obtain such information from contractor as may be required to defend Institution and its officers or employees from claims or litigation arising from activities under this Agreement.

13.0 Withholding.

With respect to employee compensation for services provided in connection with this Agreement, each party shall indemnify the other for their own employees' withholding taxes, workers' compensation, and other employment-related taxes.

14.0 Non-Discrimination.

The parties agree to comply with all the federal, state, local, and institutional laws, ordinances and rules applicable to Institution, and specifically agree not to unlawfully discriminate against any individual on the basis of race, creed, color, sex, religion, age, disability, or national origin, and to comply with all anti-discriminatory laws and policies which Institution promulgates and to which Institution is subject.

15.0 Indemnification.

15.1 Placement Site shall indemnify, defend, and hold harmless Institution, its governing board, officers, faculty, agents, and employees from and against any and all liabilities, claims, losses, lawsuits, judgments, and/or expenses, including attorney fees, arising either directly or indirectly from any act or failure to act by Placement Site or any of its officers, employees, or agents which may occur during or which arise out of the performance of this Agreement.

15.2 To the extent limited in accordance with NRS 41.0305 to NRS 41.039, Institution shall indemnify, defend, and hold harmless Placement Site, its officers, agents, and employees from and against any and all liabilities, claims, losses, lawsuits, judgments, and/or expenses, including attorney fees, arising either directly or indirectly from any act or failure to act by Institution, its officers or employees, which may occur during or which may arise out of the performance of this Agreement. In accordance with NRS Chapter 41, Institution will assert the defense of sovereign immunity as appropriate in all cases, including malpractice and indemnity actions. Claims against Institution, its officers, and employees are limited to \$50,000.00 per cause of action.

16.0 Relationship of the Parties.

Placement Site is performing the services and duties required under this Agreement as an independent contractor and not as an employee, agent, partner or joint venturer with Institution.

17.0 Severability.

Each paragraph of this Agreement is severable from all other paragraphs. In the event any court of competent jurisdiction determines that any paragraph or subparagraph of this Agreement is invalid or unenforceable for any reason, all remaining paragraphs and subparagraphs will remain in full force and effect.

18.0 Governing Law.

The parties agree that the laws of the State of Nevada shall govern the validity, construction, interpretation, and effect of this contract. Any and all disputes arising out of or in connection with the contract shall be litigated only in the _____ Judicial District Court in and for the County of _____, State of Nevada, and Placement Site hereby expressly consents to the jurisdiction of said court.

19.0 Assignment.

This Agreement may not be assigned by either party without the advance written consent of the other. This Agreement shall be binding upon the heirs, personal representatives, successors, and permitted assigns of both parties.

20.0 Notice.

Any notice to either party hereunder must be in writing signed by the party giving it, and shall be deemed given when mailed postage prepaid by U.S. Postal Service first class, certified or express mail, or other overnight mail service, or hand delivered, when addressed as follows:

To Institution:

To Placement Site:

or to such other addressee as may be hereafter designated by written notice. All such notices shall be effective only when received by the addressee.

(21.0 Counterpart Originals.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and shall constitute the same instrument.)

22.0 Paragraph Headings.

The paragraph headings in this Agreement are used only for ease of reference and do not limit, modify, construe, or interpret any provision of this Agreement.

23.0 Intellectual Property.

Should any intellectual property be generated out of this Program or related research activities (such as patents, copyrights, and trade secrets), Placement Site agrees that the ownership and control of such property shall be controlled by Institution policies which are appended hereto as Attachment ____ and incorporated into this Agreement.

24.0 Entire Agreement; Modification.

This Agreement contains all the terms between the parties and may be amended only in writing signed by both parties.

IN WITNESS WHEREOF, the authorized representative(s) of Placement Site and of Institution execute this Agreement on this ____ day of _____, 20__.

INSTITUTION:

PLACEMENT SITE:

(Full Legal Name of Institution)

(Full Legal Name of Placement Site)

By: _____
(signature)

By: _____
(signature)

(printed name)

(printed name)

(title)

(title)

Distribution: 1 copy for Institution
1 copy for Placement Site

Standard Form Inter-Institutional Agreement

(See Procedure #97-1 for guidelines and forms for inter-institutional agreements related to sponsored projects)

COOPERATIVE AGREEMENT

This cooperative agreement is made and entered into this by and between the (*name of institution*) and the (*name of institution*), both entities within the Nevada System of Higher Education.

WITNESSETH

WHEREAS, _____ desires for the _____ to provide _____ and _____

WHEREAS, the _____ is duly qualified and able to render the services as hereinafter described; and

WHEREAS, the _____ desires to provide the _____ with _____ services,

NOW THEREFORE, in consideration hereof, the parties hereto agree as follows:

Term of Agreement: The term of the agreement shall be from _____ through _____, with two (2) one-year renewals on a year-to-year basis by mutual agreement.

Service to be Provided: (*Describe work to be performed in detail*).

Compensation: _____ will be paid a total of \$ _____ for (*describe services to be provided*), which will commence _____ and end _____. Payment will be made on the first of each month (\$ _____/month).

Assignment: Neither the _____ nor any interest therein, nor claim there under, shall be assigned or transferred by the _____ unless expressly authorized in writing by the Director of Purchasing of _____ and the Director of _____. No such assignment or transfer shall relieve the _____ from its obligations and liabilities under the Agreement.

Binding: The parties agree that this Agreement shall be binding upon the _____ and upon _____, its partners, successors, executors, and administrators.

Compliance: _____ is required to comply with all OSHA, EPA, ADA, HIPAA, FERPA, NCAA, and other relevant state and federal standards, codes, and regulations that may apply.

Default: In case of default by _____, _____ reserves the right to hold the _____ responsible for any actual expenses incurred.

Entire Agreement: This Agreement, together with the other appendices hereto, constitutes the entire Agreement between the parties and supersedes all previous agreements, whether written or oral, between the parties with respect to the subject matter hereof, whether expressed or implied, and shall bind the parties unless the same be in writing and signed by the parties. The parties hereto further understand and agree that the other party and its agents have made no representations or promises with respect to this Agreement, except as in this Agreement expressly set forth.

Force Majeure: Neither party shall be liable for defaults or delays due to Acts of God or the public enemy, acts or demands of any Government or and Governmental agency, strikes, fires, floods, accidents or other unforeseeable causes beyond its control and not due to its fault or negligence. Each party shall notify the other in writing of the cause of such delay within five (5) days after the beginning thereof.

Headings: The headings of this Agreement are for the purposes of convenience and reference only and shall not in any way define, limit, extend or otherwise affect the meaning or interpretation of any of the terms hereof.

Laws: This Agreement shall be construed in accordance with and governed by the laws of the State of Nevada.

Non-Discrimination in Employment: It has been and will continue to be the policy of _____ and _____ to be an equal opportunity institution. All decisions of admissions and employment are based on objective standards that will further the goals of equal opportunity. _____ is committed to assuring that all programs and activities are readily accessible to all eligible persons without regard to their race, color, religion, gender, national origin, ancestry, age, disability, Vietnam-Era and/or disabled veteran status, any protected class under relevant state and federal laws, and in accordance with University policy, sexual orientation.

Notice: Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be deemed given upon the mailing thereof, postage prepaid, by certified or registered mail, return receipt requested, addressed to the other party at the address set forth below, or at such other address as either party shall designate to the other in writing hereafter:

Notices shall be sent to the _____ Purchasing Department as follows:
Director of Purchasing (*or other appropriate person, name and address*)

With copies to:
Director (*name and address*)

Notices shall be sent to the _____ as follows:
Dean (*name and address*)

All such notices shall be effective when deposited in the United States Mail.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective on the _____ day of _____.

(*Name of Institution*)

RECOMMENDED:

BY: _____

— (Name)

Date

APPROVED:

BY: _____

— (Name), President

Date

(Name of Institution)

RECOMMENDED:

BY: _____

— (Name)

Date

APPROVED:

BY: _____

— (Name), President

Date

Distribution: 1 copy to each party
(Added 6/05; A. 4/06, 1/08, 10/09)

Section 4. General Guidelines for Physical Master Plans to be Incorporated into the NSHE Master Plan

1. a. The Campus Master Plan should provide the Board of Regents with the means to adopt policies and make decisions allowing for the orderly development of each institution. The plan should address existing physical sites and, if appropriate, new sites.
 - b. The plan should support the educational philosophy, the missions and goals for each institution. The plan must be consistent with educational information and data furnished by the institution regarding existing and proposed curricula and programs, methods of instruction, and existing and projected student enrollment.
2. Demographic projections of the institution and the community should be considered.
3. Each plan should be consistent with NSHE space utilization standards and should include plans for the use of existing buildings and facilities.
4. Each plan should include a consideration and discussion of the site to determine the potential for development, and it should also deal specifically with the physical problem areas of the campus. It should include consideration and discussion of landscaping, utilities, communication, and computing systems.
5. Each plan should include a consideration and discussion of community planning, including an analysis of existing and proposed physical, environmental, and governmental conditions in the vicinity of the campus. The environmental impact of the plan should be addressed.
6. Each plan should include a consideration and discussion of both pedestrian and vehicle traffic, and of policies governing parking, housing, recreation, safety, and cultural and social facilities.
7. The time for each plan should encompass at least ten years.
(B/R 10/88; Added 6/05)

Section 5. Codification of Fair Labor Practices in Contracts for Products that bear any NSHE Logo (formerly CM 98-3)

At its October 1-2, 1998 meeting, the Board of Regents approved language to be included in contracts with vendors supplying any entity of the NSHE with products that bear a campus or NSHE logo. Please distribute this procedure with the Board approved language that follows to appropriate staff on your campus. Please be sure that it is incorporated in the orientation and training of all current and new employees involved in the processing of contracts.

Licensee hereby certifies that it complies with all applicable labor, product safety, and occupational health laws and regulations, and that no child (*under 14 years old*) labor or involuntary labor is used, either domestically or abroad, in its manufacturing process, including assembly and packaging.

Licensee acknowledges and agrees that Licensor may cancel all current purchase orders, with impunity, in the event Licensee is found to not be in compliance with applicable labor, product safety, and occupational health laws and regulations, or in the event that Licensee is found to have used child or involuntary labor in its manufacturing process, including assembly and packaging.

Licensees may certify their compliance either by including the two clauses above in the contract with Licensor or by sending a separate document, in the above terms, to Licensor. The NSHE will not conduct business with vendors who do not comply with this certification.
(Added 6/05)

Section 6. Accounting Procedures for State Supported Summer Session Nursing and Nursing Prerequisite Courses

State general fund support is provided through the NSHE funding formula for the undergraduate summer session nursing and science based nursing prerequisite courses. Formula funding is determined by projecting student full time equivalent (*SFTE*) enrollments of nursing students registered in applicable summer session courses and by applying the enrollments in the formula to determine the budgeted revenue and expenditure levels.

Calendar year summer session reported SFTE enrollments will be added to the subsequent Fall semester reported SFTE enrollments for purposes of determining the academic fiscal year actual annualized SFTE enrollments and also for purposes of determining the 3 year weighted average growth rate required to apply against the most current actual annualized SFTE enrollments when projecting student FTE enrollments for the NSHE state biennial budget requests.

Summer Session Nursing Registration Fee Determination

Summer session nursing students registered in nursing and science based nursing prerequisite courses will be assessed the same per credit registration fee assessed for all other summer session courses, which currently is the previous spring semester Board of Regents approved per credit registration fee plus the Board approved Summer Session Registration Fee (*Chapter 7 NSHE Procedures Manual*).

Summer Session Nursing Registration Fee Revenue and Expenditure Accounting

A portion of the registration fee revenue collected from 'nursing' students registered in nursing courses and from the five science based nursing prerequisite courses needs to be transferred and distributed to the state revenue budget and the other non-state revenue budgets the same as those collected and distributed in the standard Fall and Spring terms and reflected in the Board of Regents handbook, on or after December 31st each year.

To determine the registration fee revenue amount to be transferred annually, from the summer session revenue collection account to the state revenue collection account, multiply the approved summer session per credit registration fee amount, less the Board of Regents approved Summer Session Registration Fee, against the total credit hours posted for the SFTE enrollments reported in the NSHE official summer session enrollment report.

The applicable costs associated with faculty salaries and operating costs, required to provide instructional services for the SFTE nursing enrollments reported, need to be transferred annually to the appropriate state budget account.

Summer Session Salary Schedules - State Supported Courses

Normal academic year full-time and part-time salary schedules apply for summer session state supported instructional faculty positions.

(Added 6/05; A. 11/05)

Section 7. Operating Cost-Savings Measure

Nevada Revised Statutes (NRS) Chapter 333A address the requirements and procedures for operating cost-saving measure procurements including energy efficiency and Leadership in Energy and Environmental Design (LEED) project initiatives. NSHE institutions considering projects of this nature must ensure compliance with applicable statutes. For initiatives involving operating cost-saving measures, both state and non-state funded, the following procedures apply:

- a. Projects involving operating cost-saving measures must be initiated and managed by the institutional facilities management organization in accordance with applicable NRS requirements.
- b. Contracts with qualified service companies, including performance contracts, must be awarded through the institutional purchasing organization or the applicable Business Center.
- c. Contracts with a qualified service company, including performance contracts, must conform to NRS requirements outlined in the Energy Retrofit Checklist to ensure procurement steps and prevailing wage requirements are addressed. Confirmation of compliance must be demonstrated with an identifying signature and date.
- d. Performance contract modifications are not to be executed if the modifications violate the cost neutrality provisions of the NRS 333A.090(5) "unless approval of the change order is more economically feasible than termination of the operating cost-savings measure." Determination to execute a change order will be approved by the Chief Business Officer or Business Center upon the written recommendation of the institutional facilities officer.
- e. Multiple operating cost-savings measures may be bundled into one performance contract if the aggregate savings when compared to the aggregate costs per fund source (state and/or non-state) are in compliance with the cost-neutrality provisions of NRS.
- f. Multi-year contracts with qualified service companies may be permitted if the total contract term does not exceed 3 years. Extensions to the term of the contract for a period not to exceed 6 years in total may be approved by the Chancellor upon the recommendation of the institutional Business Officer or Business Center.
- g. NSHE institutions that employ a Certified Energy Manager or a registered Professional Engineer (Mechanical) may use those individuals to satisfy the NRS 333A.086(1) requirements for a third-party consultant "...to work on behalf of the using agency in coordination with the qualified service company."

NEVADA SYSTEM OF HIGHER EDUCATION
Checklist to be followed for each Operating Cost-savings Measure

(rev April 4, 2006)

This checklist certifies that the energy retrofit project described in the attached Agreement fully complies with the requirements of Nevada Revised Statute Chapter 333A. It specifically certifies the following items have been accomplished:

AGENCY NAME: _____

CONTRACT TERM: _____

- _____ Identify potential operating cost savings measures.
- _____ Determine need to engage a Qualified Service Company (QSCO).
- _____ If QSCO services are required contact the State Energy Coordinator requesting permission to issue an RFP for an energy “partner”.
- _____ Determine whether project scope warrants engaging a long-term (up to 3 years) energy “partner”, or if the project scope is small enough to utilize a project-specific QSCO.
- _____ Engage an QSCO per requirements in NRS Chapter 333A to include:
 - 1- Measurement and verification of savings to be accomplished as follows:
 - Lighting – at conclusion of project HVAC – annually for minimum of 5 years as defined by the agency Energy Coordinator or Professional Mechanical Engineer.
- _____ Review projected savings and determine whether or not savings will amortize a cash-neutral lease within the time allowed by NRS Chapter 333A (up to 15 years).
 - 1- Multiple operating cost-savings measures may be bundled into one performance contract provided the aggregate savings compared to the aggregate costs per fund source, state and/or non-state, meet the cost neutrality provisions of the NRS.
- _____ If savings result in cash-neutral lease, prepare a proposal for review by Agency Review Team.
- _____ Schedule a review meeting with the Review Team.
- _____ Determine feasibility of project and approve or disapprove.
- _____ If project is approved by Review Team, schedule a further, more detailed review with QSCO and the Review Team.

- _____ If project is further approved, proceed with the following:
- _____ Prepare bid documents with QSCO's input and review.
- _____ Advertise project for construction.
- _____ Determine successful bidder(s).
- _____ Award bid contingent on financing being approved by leasing/finance company.
- _____ Issue a "Letter of Intent" to the successful bidder(s) with a copy to the QSCO with instructions "NOT TO PROCEED" until a Purchase Order is issued by the Agency.
- _____ Obtain leasing/financing paperwork from the leasing/finance company, and submit with construction contract to the Purchasing Department.
- _____ Review construction and leasing/financing contracts, and forward to Chancellor's office for review and approval. (Chancellor's approval is required on all changes or additions to the Master Financing/Lease contract because of the total dollar amount of the financing/lease, and the fact that the Chancellor signed the Master Financing or Lease Agreement).
- _____ Send the financing/lease paperwork back to the finance/leasing company for signature.
- _____ Notify QSCO when signed documents have been received back from the financing or leasing company.
- _____ Issue a Purchase Order (authorization to proceed) to the QSCO.
- _____ Provide Agency Facilities Department with construction drawings for review and approval.
- _____ Review construction drawings and note any changes or deficiencies. Return drawings & comments to contractors.
- _____ Monitor project progress, and provide Review Team with periodic project progress reports.
- _____ Approve periodic payments based upon successful installation of equipment and systems.
- _____ Upon project completion, provide savings measurement and verification report for review by Facilities Maintenance engineering staff.
- _____ Review savings measurement and verification report and ensure that proposed savings have been achieved.
- _____ If proposed savings have been achieved, close out project.
- _____ Review annual measurement and verification reports, if applicable.
- _____ If proposed savings have NOT been achieved, determine cause and correct.

Initiated By: _____ Contract Reviewed By: _____

Agency Representative

Date

NSHE Representative

Date

NSHE CAPITAL CONSTRUCTION PROJECT CHECKLIST

(rev March 16, 2006)

PROJECT NAME: _____

Individual Responsible for Project: _____

	Specifications completed?
	Public works approval/plan check.
	Project estimated to exceed \$100,000; prepare paperwork for Business Centers processing and tracking.
	Project less than \$100,000 – System institution responsibility.
	Advertise or competitive bids/quote?
	Contract with BOR as contracting party – System institutions are responsible to meet requirements of NSHE <i>Procedures and Guidelines Manual</i> , Chapter 5. _____ Provisions for costs such as Plan Review _____ Printing/reproduction _____ Other _____ Effective Date of Contract
	Insurance: _____ General Liability _____ Workers Comp/SIIS documents _____ Vehicle Liability
	Bid/Performance bonds.
	Notice to Proceed.
	Public works inspections.
	Percent Completion/payments.
	Change Orders (See Note 1 below): _____ Specifications _____ Budget modifications _____ Approvals Cumulative amount of change order equal to or greater than 10% (please check and initial): \$ _____ Change Order #1 _____ \$ _____ Change Order #2 _____ \$ _____ Change Order #3 _____ \$ _____ Change Order #4 _____ \$ _____ Change Order #5 _____
	Substantial Completion/ Punch List.
	Commissioning with warranties, turn over, operating and maintenance manuals, certificate of occupancy.
	Subs paid and Final payment to contractor.
	Complete project documentation/budget tracking/change orders to Facilities files.

Please check completed items and mark as "NA" (not applicable) to any items that do not apply:

Note 1: If original contract signed by the Chancellor, or, if cumulative amount of change order(s) reaches 10% of original contract for construction, send to Chancellor's Office for approval.
 (Added 7/06)

Section 8. Purchasing Card Program Best Practices

The following represent best practices associated with the P-card program to which each NSHE institution shall adhere:

1. Each institution shall have a specific department and personnel assigned the responsibility and authority for management of their P-Card program, with adequate staffing to support the operation.
2. Each institution shall establish an appropriate regular audit/review process for P-Card transactions to help assure adequate operations of the program and to address errors/problems. The review process must include standard exception management reporting and other appropriate methods to regularly monitor P-card activities for potential abuses/errors, including regular reviews/evaluations of any "structured" transactions (planned and sequenced uses that circumvent existing parameters of operation for the program).
3. Each institution shall require adequate training for P-Card holders before they are issued a card. Following training P-Card holders must be issued a user's manual and sign for that manual, noting they understand their responsibilities and authority associated with the use of the P-card. Additionally, each institution shall send out regular reminders to card-holders noting key requirements and responsibilities (preferably with an updated "Quick Guide" pocket summary on proper uses of the P-Card).
4. Each institution shall establish time periods to review and update the user's manual at least annually.
5. Each institution shall ensure that all policies and procedures established are consistent with Board of Regents' and Chancellor's purchasing requirements.
6. Security provisions need to be adequate, including requiring a password change at least every 90 days.
7. Each institution must have an adequate and timely process to assure that when employees leave the institution (voluntarily or otherwise) their card is collected and/or deactivated.
8. On at least a monthly basis a supervisory review and approval of the electronic account statement for card-holder activity shall be formally completed.
9. The electronic account statement shall be used to collect the business purpose summary of purchases (as back-up to the itemized receipt or invoice).
10. Only the authorized cardholder may use their card, and it shall not be lent to another individual. Institutions may consider "departmental" cards for specific situations where the card may be used in an effective and controlled manner.
11. Each institution shall have a process to review and control the P-card limits for each user (transaction limits and monthly limits) that match the user needs, and are balanced against existing controls. One overall institutional limit is prohibited. The institution shall have a process to review all limits on at least an annual basis, and adjust as appropriate.
12. Each P-card shall have the following printed on their face: "Tax Exempt – For Business Use Only"; the institutional Tax ID #; and the institution's name (e.g. "UNR").

13. Each institution shall have an adequate policy enforcement for significant abuses to P-card uses, which may include suspension and/or deactivation of its use.
14. Each institution must have an adequate process to assure that equipment purchased with the P-card meets all tagging requirements, including those for "sensitive equipment."
15. Each institution shall review the MCC codes to insure cards may not be used at inappropriate vendors/types of businesses.

(Added 5/07)

Section 9. Travel

Employee Travel

1. NSHE follows the travel regulations for employee travel established by the State of Nevada Board of Examiners, unless otherwise stated below. Documentation is required to be attached to the travel claim when exceptions are granted to the standard hotel rates as stated in SAM sections 0212.0 and 0214.0. When flying on Southwest Airlines, the additional fees to upgrade to the Business Select level, will not be reimbursed to the traveler.
2. The State Board of Examiners requires each agency to establish regulations controlling the hours and conditions during which an employee will be allowed to claim meals. Time limitations for meal reimbursements when in travel status (both in-state and out-of-state travel) for NSHE employees, students, volunteers, and candidates are as follows:

	Meal Time Frames
Breakfast:	12:01 a.m. – 10:00 a.m.
Lunch:	10:01 a.m. – 3:00 p.m.
Dinner:	3:01 p.m. – 12:00 a.m.

(formerly CM 02-02)
3. When an employee travels 75 miles or less (one way), for a period of less than 24 hours, the employee is not entitled to receive reimbursement for meals for the day. The employee is entitled to reimbursement for mileage at the rates stated in the State Administrative Manual.

Regent Travel

TRAVEL REGULATIONS – 10/01/09 thru 9/30/10

REGENTS

In-State

Breakfast	Lunch	Dinner	Lodging	Location/Date of Travel
12.00	18.00	36.00	109.00	Las Vegas – Oct. 1 – Dec 31
12.00	18.00	36.00	118.00	Las Vegas – Jan 1 – May 31
12.00	18.00	36.00	109.00	Las Vegas – June 1 – Sept. 30
8.00	12.00	26.00	104.00	Reno/Sparks/Incline/Crystal Bay – Oct. 1- June 30
8.00	12.00	26.00	130.00	Reno/Sparks/Incline/Crystal Bay – July 1- Aug. 31
8.00	12.00	26.00	104.00	Reno/Sparks/Incline/Crystal Bay – Sept. 1- Sept. 30
10.00	15.00	31.00	100.00	Stateline, Carson City

Incidentals - \$5.00/day

NOTE: If neither the city nor the county is listed, the location is a standard CONUS destination with a rate of \$70.00 for lodging and \$46.00 for meals and incidental expenses.

Out-of-State

*Reference the GSA – Domestic Per Diem Rate website - <http://www.gsa.gov/>

Receipts required for reimbursement:

- Expenses for parking or vehicle storage
- Car rental
- Airline ticket stub (passenger receipt), airline ticket invoice or ticketless itinerary
- In and out-of-state lodging (If no receipt is turned in with the travel claim, the CONUS rate will apply).
- Hosting
- Taxi fare or airport shuttle

*\$5.00 per day is allowed for incidental expenses (receipts not required) which may include:

- Luggage carts
- Metered parking
- Subway/bus use
- Toll charges
- Tips

Meal Reimbursement Time Guidelines:

- Breakfast: 12:01 a.m. – 10:00 a.m.
- Lunch: 10:01 a.m. – 3:00 p.m.
- Dinner: 3:01 p.m. – 12:00 a.m.

Mileage:

- Reimbursement for an employee using his/her own personal vehicle for the State's convenience - \$.50 per mile. ("Personal Vehicle Mileage Reimbursement" memo must accompany each request.)
- Reimbursement for an employee using his/her own personal vehicle for the employee's convenience - \$.25 per mile.
- Airmile allowance - \$1.24 per mile.

If traveling by private vehicle or airplane from a departure city to an arrival city, served by a commercial airline, the mileage reimbursement shall not exceed the airfare equivalent.

Regents are allowed to rent a vehicle or use state Motor Pool vehicles when traveling in-state. Arrangements are made through the Board Office. While in Reno, use of the Regents' vehicle is available upon request.

Airmiles:

Reno/Las Vegas	345 miles
Reno/Elko	230 miles
Elko/Las Vegas	330 miles
Reno/Ely	264 miles
Ely/Elko	116 miles
Elko/Fallon	160 miles

Landmiles:

Elko/Las Vegas	469 miles
Reno/Las Vegas	441 miles
Elko/Reno	289 miles
Elko/Ely	187 miles
Reno/Yerington	81 miles

Upon completion of travel, forward all receipts and information to the appropriate administrative assistant for processing. An employee identification number is required for processing travel reimbursements through the NSHE accounting system. Reimbursement checks will be mailed to the traveler per the instructions indicated on the Travel Request.

(Added 3/08; A. 12/08, 10/09, 12/09)

Section 10. Allocation Principles for Applied Research Initiatives

The following principles must be followed in the allocation of state funds for applied research initiatives (ARIs):

1. All funds must be used to generate research and to promote economic development and economic diversity of the State of Nevada.
2. Funds shall be used to stimulate research by allowing faculty to a) leverage industrial investment in research, or b) match federal and state funds where a match is mandatory. At least a 1:1 match is required, and a higher match is desired.

3. The use of ARI funds as matching for Small Business Innovation Research and Small Business Technology Transfer Programs (SBIR/STTR) is highly encouraged. These programs stimulate technological innovation and encourage participation by the socially and economically disadvantaged and women-owned small businesses.
4. The ARI funds are restricted to research projects. They may not be used for support service or training projects.
5. Cooperative efforts involving the use of ARI funds among the Desert Research Institute, the University of Nevada, Las Vegas, and the University of Nevada, Reno are encouraged.
6. Each Chief Research Officer or Vice President for Research must establish a campus process that will encourage research activities, evaluate matching proposals, and ensure the administration of these funds. The campuses may establish additional guidelines for these funds in order to meet particular goals and objectives as long as the intent of all other principles is met.
7. A uniform reporting method applicable to each NSHE institution for each awarded grant must be developed by the Research Affairs Council.

(Added 1/08)