



**UNIVERSITY AND COMMUNITY COLLEGE SYSTEM OF NEVADA  
PROCEDURES AND GUIDELINES MANUAL**

**CHAPTER 9**

*For ease in reference, the following sections correspond directly with the respective chapter and section of Board policy codified in the Handbook.*

Sections A-D.  
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**UNIVERSITY AND COMMUNITY COLLEGE SYSTEM OF NEVADA  
PROCEDURES AND GUIDELINES MANUAL**

**CHAPTER 10**

*For ease in reference, the following sections correspond directly with the respective chapter and section of Board policy codified in the Handbook.*

Section 1.     Purchasing Policy

Basic Purchasing Procedure. Except for personal/consultant services involving technical, professional or specialized skills or training and as noted in 5.c., all materials, supplies, equipment, services, and construction shall be purchased from the lowest responsive and responsible bidder after giving due consideration to price, quality, availability, conformance to specifications, financial capability and service. The Purchasing Division of each Business Center shall develop policies for obtaining personal/consultant services involving technical, professional or specialized skills or training.

- a. Single or conglomerate purchases from a single vendor, the estimated cost of which is \$25,000 or more shall be purchased after the Purchasing Department: (B/R 10/02)
  - (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 \$25,000: (B/R 10/02)
  - (1) if the estimated amount required to perform the contract is \$10,000 or more, but is less than \$25,000, requests for quotes must be solicited from two or more responsible vendors capable of performing the contract, if available; (B/R 8/04)
  - (2) the Purchasing Department shall maintain a record of all written requests for quotes and responses received, in accordance with the University and Community College System of Nevada Policy covering record retention;
  - (3) and nothing in this section prohibits the advertising for or requesting of bids for purchase of any dollar amount. (B/R 10/02)

- 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.

Proprietary single or sole source items may be purchased without reference to the above bidding procedures.

- (1) 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.
- (2) 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.
- (3) 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.
- (4) 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
- (5) Nothing in this section prohibits advertising for or requesting bids.

(B/R 6/91)

- 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 University and Community College System of Nevada, 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.

Upon the request of a campus of the University and Community College System of Nevada, 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. (B/R 10/02)

A contract for a capital construction project for the University and Community College System of Nevada may be entered into without advertising for sealed bids if the estimated cost to perform the contract is less than \$100,000. (B/R 10/02)

- (1) If the estimated amount for performing the contract 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 University and Community College System of Nevada may award the contract 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. (B/R 10/02)
- (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. (B/R 9/99)
- (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. (B/R 10/02)
- (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 UCCSN institution. Nothing in this requirement prohibits applying the provisions of subsection 1.5. (g). (B/R 10/02)

- (8) Before any contract for a capital construction project exceeding \$35,000, 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 UCCSN, which awarded the contract.
  - b. A payment bond in an amount to be fixed by the UCCSN, 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.

(B/R 10/02)

- (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. (B/R 10/02)

- (10) Each of the bonds must be filed in the office of the UCCSN institution that awarded the contract for which the bonds were given. (B/R 10/02)

- (11) Nothing in this section prohibits a contracting body from requiring bonds. (B/R 10/02)

- h. Joinder (or Mutual Use of Contract) Capability – With the agreement of the vendor, the UCCSN may join, or mutually use, the contracts or pricing agreements of appropriate federal, state, and local entities and consortiums. Where the UCCSN 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 UCCSN. 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 8/04)

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Section 8. Contracts – Preparation and Approval of Contracts (formerly Chancellor’s Memorandum No. 02-04)

**I. FREQUENTLY ASKED QUESTIONS**

**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.

**Q 2 Why must the procedures provided here in 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 the UCCSN in a position of considerable liability—sometimes political, sometimes from a public relations standpoint, but most often of a financial nature. The policies established by the Chancellor’s Office have been developed in order to try to limit financial liability from lawsuits that might arise from improperly written contracts. The established policies serve important interests of the Board of Regents, and it is essential that they be followed by UCCSN officers and employees.

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To be valid, the agreement should state that it is entered into by the **BOARD OF REGENTS OF THE UNIVERSITY AND COMMUNITY COLLEGE SYSTEM OF**

**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?

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of this paragraph, but may otherwise be subject to the requirements set forth later herein.

NOTE B: Contracts as described in (a) above must be placed on a Board of Regents agenda for approval.

2. All contracts with an open-ended or indefinite term.
  3. All contracts that provide for the hiring of outside attorneys for legal services.
  4. Except for standard form federal grants and contracts and for UCCSN purchase orders, all contracts:
    - (a) which require consideration (cash, property, or services) valued in excess of Four Hundred Thousand Dollars (\$400,000), calculated by adding the total cumulative payments, delivery, or performance over the entire term of the contract,<sup>1</sup> OR
    - (b) which are for terms in excess of four years or which provide the right to renew for terms that exceed four 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 a UCCSN institution, have such a serious political, social, or financial impact on the UCCSN 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 for 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 in these procedures, the Chancellor hereby delegates signature authority for the following contracts to the Presidents of the UCCSN institutions or to the Presidents' designee.

1. Consideration of Four Hundred Thousand Dollars (\$400,000) or Less and Terms of Four Years or Less

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<sup>1</sup> For example: a lease for \$15,000 per month for a three-year term would cumulatively total \$540,000 and, therefore, would require the Chancellor's signature.



Exceptions to the established purchasing policy must be presented to the Board of Regents for approval.

6. Intra-Institutional Contracts or Agreements

Agreements between UCCSN entities that do not exceed \$400,000 and/or four 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.

**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, 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 UCCSN 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** Included herein are several UCCSN standard form contracts. These contract forms may be used by all UCCSN institutions. Electronic copies of the forms may be obtained from the Chancellor's Office.

If a UCCSN standard form contract is used and the consideration for the contract is for a value of Four Hundred Thousand Dollars (\$400,000) or less AND for a contract term of four years or less, the authority to sign the contract is delegated to the President or the President's designee, as provided herein. However, if the consideration for the UCCSN standard form contract is for a value in excess of Four Hundred Thousand Dollars (\$400,000) OR a contract term in excess of four years, it must be signed by the Chancellor.

**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.



public duty or employment and that are performed or omitted in good faith. By agreeing to a clause like the one above, the UCCSN 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 UCCSN employee. In effect, by signing such a clause, the UCCSN would become the insurer of the other contractor. This is not permitted by the State of Nevada.

**There will be no exceptions to this policy except as stated in this procedure and except as specifically authorized by the General Counsel for good cause shown.**

**NOTE:** It is not generally the policy of the UCCSN 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 the UCCSN must insist on a mutual hold-harmless clause that benefits the UCCSN, its officers, and employees. Such a mutual hold-harmless clause should be in the following form:

*“(Contracting party) shall indemnify, defend, and hold harmless UCCSN, 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 UCCSN contracts?**

**A** Unless an institution is prepared to pay expensive commercial insurance coverage, a contract provision that requires the UCCSN to have commercial general, business automobile, or professional liability insurance (other than medical malpractice) is not possible, as the UCCSN 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 the UCCSN Risk Manager. Contract terms that require the UCCSN to have commercial general and business automobile liability insurance must either be deleted from UCCSN 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 UCCSN Risk Manager and the General Counsel. The language contained in the UCCSN 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. The UCCSN 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 the UCCSN. 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 the UCCSN Risk Manager with any questions regarding insurance provisions.



**Q 24 What is the UCCSN 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 the UCCSN'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, the UCCSN 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 General Counsel's office as to whether this clause can be revised or eliminated in appropriate cases. The follod is

**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 UCCSN 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 should have a clause allowing termination without penalties in the event the Legislature fails to provide funding for the contract obligation. 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.”

**Q28 What is “HIPPA?”**

- A** “HIPPA” 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 HIPPA healthcare privacy requirements. Contact the General Counsel’s Office to determine what language is needed.

**Q 29 What are some of the other frequent problems that arise with UCCSN 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 the UCCSN 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 the UCCSN, 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



## **II. CHECKLIST TO BE FOLLOWED FOR EACH CONTRACT**

1. Does the contract reflect the Board of Regents as the contracting party, especially in the





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



*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 (



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:

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.

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





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:

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 the UCCSN 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 Acord 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



**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:

**V. 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 University and Community College System of Nevada, 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 appropriate 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 ) ih

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*)

- 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 the UCCSN 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 Acord 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:

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  
UNIVERSITY AND COMMUNITY  
COLLEGE SYSTEM OF NEVADA  
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

**VI. STANDARD FORM CLINICAL EDUCATION AFFILIATION AGREEMENT**

**Education Affiliation Agreement for Placement of**



- 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 (



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

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.



- 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 the UCCSN 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 studen(f)0.rSa anrhtr o er o0.1(-),0.5( 0.1(-)-0(er o0.1(-)-0.5( 0.1(-)-0(er op)-

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,

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 ("HIPPA") 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 HIPPA.

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)

## VII. STANDARD FORM EDUCATION AFFILIATION AGREEMENT

### Education Affiliation Agreement

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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

- 2.0 Responsibilities for the Academic Curriculum.  
2.1 It shall be Institution's responsibility to:

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

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, procure, 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 the UCCSN 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 Acord 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.

## VII. STANDARD FORM INTER-INSTITUTIONAL AGREEMENT

(See Chancellor's Memorandum #97-1 for guidelines and forms for inter-institutional agreements related to sponsored projects)

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### 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 University and Community College System of Nevada.

#### 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, HIPPA, FERPA, NCAA, and other relevant state and federal standards, codes, and regulations that may apply.

**Default:**

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

Sections 9-11.  
Intentionally blank

Section 12. Distribution of Registration Fees



REGISTRATION FEES	FY 2004-05		FY 2005-06		FY 2006-07	
	Under Graduate	Graduate	Under Graduate	Graduate	Under Graduate	Graduate
<b>CCSN-UPPER DIVISION (1)</b>						
Total General Fund	<u>\$45.50</u>		<u>\$46.50</u>		<u>\$47.50</u>	
Student Access	3.00		5.00		7.00	
General Improvement	5.50		6.50		7.50	
Capital Improvement	9.00		9.50		10.00	
Student Association	3.00		3.00		3.00	
Student Support/Schlrshp	<u>4.00</u>		<u>4.00</u>		<u>4.50</u>	
	\$70.00		\$74.50		\$79.00	
<b>GBC-LOWER DIVISION</b>						
Total General Fund	<u>\$39.25</u>		<u>\$39.50</u>		<u>\$39.75</u>	
Student Access	1.00		1.75		2.50	
General Improvement	3.25		3.75		4.25	
Capital Improvement	4.50		4.75		5.00	
Student Association	<u>1.00</u>		<u>1.00</u>		<u>1.00</u>	
	\$49.00		\$50.75		\$52.50	
<b>CCSN-LOWER DIVISION</b>						
Total General Fund	<u>\$39.25</u>		<u>\$39.50</u>		<u>\$39.75</u>	
Student Access	1.00		1.75		2.50	
General Improvement	3.25		4.00		4.75	
Capital Improvement	5.00		5.00		5.00	
Student Association	<u>.50</u>		<u>.50</u>		<u>.50</u>	
	\$49.00		\$50.75		\$52.50	
<b>TMCC</b>						
Total General Fund	<u>\$39.25</u>		<u>\$39.50</u>		<u>\$39.75</u>	
Student Access	1.00		1.75		2.50	
General Improvement	4.25		5.00		5.75	
Capital Improvement	4.00		4.00		4.00	
Student Association	<u>.50</u>		<u>.50</u>		<u>.50</u>	
	\$49.00		\$50.75		\$52.50	
<b>WNCC</b>						
Total General Fund	<u>\$39.25</u>		<u>\$39.50</u>		<u>\$39.75</u>	
Student Access	1.00		1.75		2.50	
General Improvement	4.25		5.00		5.75	
Capital Improvement	4.00		4.00		4.00	
Student Association	<u>.50</u>		<u>.50</u>		<u>.50</u>	
	\$49.00		\$50.75		\$52.50	

(B/R 6/04)



Section 13. Distribution of Fees and Tuition, School of Medicine

The following fee distribution for the University of Nevada, School of Medicine has been approved by the Board of Regents:

	<u>2003-04</u>	<u>2004-05</u>	<u>2005-06</u>	<u>2006-07</u>
RESIDENT TUITION				
	FULL TIME	FULL TIME	FULL TIME	FULL TIME
SOM General Fund	\$4,552.00	\$4,734.00	\$5,230.00	\$5,700.00
Total General Fund	4,328.00	4,510.00	4,582.00	5,017.00
General Improvement	16.00	16.00	16.00	16.00
Capital Improvement Fee Fund	112.00	112.00	256.00	272.00
Activities & Programs	96.00	96.00	96.00	96.00
Technology Fee			64.00	64.00
Scholarships			216.00	235.00
(B/R 3/04)				

Tuition paid by or on behalf of a student of the School of Medicine shall be revenue of the budget for the School of Medicine.

Section 14. Distribution of Fees and Tuition, William S. Boyd School of Law

The following fee distribution for the University of Nevada, Las Vegas, William S. Boyd School of Law has been approved by the Board of Regents:

	<u>2004-05</u>		<u>2005-06</u>		<u>2006-07</u>	
	PART TIME (Per Credit)	FULL TIME	PART TIME (Per Credit)	FULL TIME	PART TIME (Per Credit)	FULL TIME
RESIDENT TUITION						
Law General Fund	\$234.55	\$3,322.20	\$246.35	\$3,487.70	\$246.35	\$3,487.70
Total General Fund	\$234.55	\$3,322.20	\$246.35	\$3,487.70	\$246.35	\$3,487.70
General Improvement	8.25	115.50	8.25	115.50	8.25	115.50
Capital Improvement	10.00	112.00	10.00	112.00	10.00	112.00
Activities & Programs	5.20	72.80	17.00	238.30	17.00	238.30
Student Access			35.40	496.50	35.40	496.50
	258.00	3,622.50	317.00	4,450.00	317.00	4,450.00

(B/R 3/04)

Tuition paid by or on behalf of a student of the William S. Boyd School of Law shall be revenue of the budget for the William S. Boyd School of Law.

Section 15. Distribution of Fees and Tuition, School of Dental Medicine



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?

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 UCCSN or System institution as an important corporate citizen in Nevada?

Is it an event at which students and/or faculty from the System institution can meet and interact with special guests for educational purposes?

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?

- a. No tables will be purchased by System institutions at events hosted by other institutions within the UCCSN.
- b. No tables will be purchased by System institutions at events hosted by organizations officially registered as political action committees.
- c. Whenever possible, System institutions are encouraged to purchase individual tickets rather than tables to events that meet the standards listed under #6 above.
- d. System institutions shall be limited in their expenditures of host funds for table purchases to the following amounts during each fiscal year:

Universities	\$30,000
State College	\$15,000
Community Colleges	\$15,000
Desert Research Institute	\$15,000
System Administration	\$15,000

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.

Sections 18-21.  
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- d. In the exercise of its discretion, the Board of Regents may waive any limitations



## 6. Project Design Process

The following general procedures and divisions of responsibility shall govern the design of all projects financed in whole or part by State appropriated funds.

- (1) Detailed project programs based on legislative action shall be prepared by the campus committee and submitted to the State Public Works Board for approval.

The campus committee shall include representatives from the college or department to be served by the building, at least one representative from the Physical Plant Department/Facilities management and the chief financial officer serving that campus. The program shall contain the educational and departmental needs for space with proposed room sizes.

- (2) Detailed project budgets based on the campus program and legislative appropriations and authorizations shall be prepared by the State Public Works Board and submitted to the campus committee for review and comment prior to adoption by the State Public Works Board.
- (3) The State Public Works Board shall insure that qualified architects and engineers are retained to design all projects. On all campus projects, the State Public Works Board shall extend to the Board of Regents the courtesy of nominating two or more architectural or engineering firms, ranked in preferential order, and the State Public Works Board shall either select from among those nominated or request a new slate be submitted. The preparation, execution and administration of professional service agreements shall be a State Public Works Board responsibility.
- (4) Preliminary plans and specifications, which shall include a cost estimate, a building configuration, number of floors, shape, exterior appearance, building

- (7) The contract documents and bid schedule shall be approved by the State Public Works Board after consultation with the campus. All contract and financial documents shall be directed through the chief financial officer of the campus.
- (8) The bidding procedures shall be a State Public Works Board responsibility.
- (9) The technical and professional staffs of the campus and the State Public Works Board shall cooperate to insure the satisfactory design of the project.(B/R 10/85)

## 7. Construction Projects

The following general procedures and divisions of responsibility shall govern the construction procedures on all projects funded in whole or in part by State appropriated funds.

- (1) The State Public Works Board shall award construction contracts with the concurrence of the campus. Construction contracts jointly financed by State-appropriated funds and by non-appropriated funds shall be executed by both the State Public Works Board and the campus.
- (2) The administration of construction contracts shall be a State Public Works Board responsibility and the Board shall comply with all commitments made by the campus in obtaining non-appropriated funds. Expenditures during the administration of the contract shall be consistent with the approved budget. All change orders shall be submitted to the campus for review and comment prior to approval. During the construction of the project, the campus will be represented by the Physical Plant Department/Facilities Management. All communications from the contractor, architects, consultants or the State Public Works Board should be directed to the Chief Financial Officer or his designee from the Physical Plant Department/Facilities management.
- (3) Final inspection will be made by the State Public Works Board, Architect/Consultants, and the Physical Plant Department/Facilities Management to assure that the building has been built in strict conformance with the plans and specifications. The project should be signed off, not only with a deficiency list, but with the approval of consultants attesting to the fact that it does meet the plans and specifications as drawn and that it will function as designed by them. The campus will accept the building in writing subject to corrections of the deficiency list. The State Public Works Board shall, prior to final payment to the contractor, provide copies of "As built" drawings and guarantees to the campus on all completed projects. Sufficient funds should be retained to guarantee the completion of all items should there be a partial occupancy or a substantial notice of completion filed. All deficiencies discovered by the users should be channeled through the Physical Plant Department/Facilities Management to the State Public Works Board for correction by warranties, by the contractors or by the campus. At the eleventh month of the guarantee period, the Physical Plant Department/Facilities Management and the State Public Works Board will be responsible for guaranteeing that all one-year warranties have been met by the contractors.





- f. Equipment that is sensitive in nature or subject to theft that is valued below the amount determined in section a. above must be separately tracked by the institution. The Chancellor shall periodically provide a list of equipment items that must be separately tracked.
- g. All equipment located at off-campus sites and used for institutional programs must be inventoried and maintained in the same manner as equipment on campus. If the institution does not control the site, written agreements must be in place with the organization that owns or controls the site.

(B/R 10/00)

Sections 23-25.

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**UNIVERSITY AND COMMUNITY COLLEGE SYSTEM OF NEVADA  
PROCEDURES AND GUIDELINES MANUAL**

**CHAPTER 11**

*For ease in reference, the following sections correspond directly with the respective chapter and section of Board policy codified in the Handbook.*

Sections 1-6.

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Section 7.     Project Files

The Desert Research Institute shall maintain a complete and orderly file on each established project, including but not limited to:

1. A copy of the proposal or application.
2. A copy of the budget.
3. A copy of the contract or agreement.
4. A schedule of all required reports.
5. Copies of all required reports.
6. Copies of publications resulting from such project.  
(B/R 3/65)

Sections 8-12.

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**UNIVERSITY AND COMMUNITY COLLEGE SYSTEM OF NEVADA  
PROCEDURES AND GUIDELINES MANUAL**

**CHAPTER 12**

*For ease in reference, the following sections correspond directly with the respective chapter and section of Board policy codified in the Handbook.*

Sections 1-8.  
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**UNIVERSITY AND COMMUNITY COLLEGE SYSTEM OF NEVADA**





## Section 2. New Campus and Branch Campus Instructional Sites

The following criteria approved by the Board of Regents shall be used in developing instructional sites:

### Campus

A campus is the primary institutional site that provides complete instructional services, including a full range of student and academic support services. A campus offers a comprehensive general education program plus specialized academic programs. Facilities shall include classrooms, laboratories, a library and other learning centers, a student counseling/advising center, registration and bursar functions, and a bookstore. A campus will enroll a sufficient number of students to offer an array of courses and programs sufficient to meet fully the institutional mission approved by the Board of Regents. (B/R 3/98)

### Branch Campus

A branch campus is a permanent or semi-permanent partial service facility that is either owned or leased by the UCCSN where limited general education and specialized programs are made available. Classrooms and partial student and/or academic support services are provided by the institution. Laboratory facilities may also be provided in some circumstances. (B/R 3/98)

## Section 6. Condensed Format for Consideration of Existing Program Changes

The format for consideration of 1) changes in existing academic programs such as changes in degree titles, administrative structure, or major objectives; 2) reorganization of existing departments, schools or colleges; or 3) the creation of a new organization from existing units shall be as follows:

1. Title of proposed program or organizational unit;
2. Date of initiation;
3. Complete description and objectives of program or organizational unit (include justification for new organization or rationale for change in existing program);
4. Relationship to other programs or units within the institution and the system;
5. Resource Analysis; and
6. Indicate the estimated annual financial impact. (Include operating costs, personnel, equipment, library requirements, other; and source of funds.)  
(B/R 5/92)

## Section 7. Community College Baccalaureate Degree Proposal Development and Review Process

The UCCSN *Master Plan for Higher Education in Nevada* provides for “selected niche baccalaureate degrees” at community colleges. For purposes of this policy, such degrees can be defined as baccalaureate degrees that meet one or more of the following criteria:

- promote the goals of the *Master Plan for Higher Education in Nevada*;
- address a unique educational need of an identifiable population; and
- enhance access to populations which otherwise would not be served due to geographic isolation or other barriers.

To determine which baccalaureate programs will best meet the needs of the students and the state, proposed programs should be evaluated based on standard criteria. Community colleges interested in implementing new four-year degree programs should provide information on the feasibility of the program by submitting a written program proposal with supporting data and evidence that responds to the following topics or questions. Since, it is not the intention of the UCCSN for community colleges to abandon their community college mission, each proposal must address this issue in both a cultural and organizational context.

The following criteria should be used in evaluating baccalaureate degree programs at UCCSN community colleges:

### NEED AND DEMAND

1. Describe the new program proposal and discuss its structure and content.
2. Is the program in an area of critical concern, and is there a significant shortage of similar programs?
3. Workforce needs:
  - a. Is there proven student demand for the program?

- b. Is there similar employer demand for the program?
  - c. Does the projected demand exceed supply for the foreseeable future?
4. Append a feasibility evaluation of the program proposal, to include its relationship to current student and employer demand. This evaluation should be done by someone from outside the institution who is a member of the field being proposed.

#### INSTITUTIONAL READINESS

- 5. Are there qualified faculty members currently on staff? List faculty names, degrees, and areas of specialization. If other faculty need to be hired, include your plan for doing so.
- 6. Discuss how you will address faculty salary and workload policies.
- 7. Describe existing facilities and equipment, and provide a detailed plan, if applicable, on how you will complete necessary renovations of facilities and equipment enhancements to support the program.
- 8. Describe how you will continue to foster a cultural and organizational environment that ensures adherence to the community college mission.
- 9. Will new services be required to support students in a four-year degree program (new assessment procedures, career advisement and placement services, testing, etc.)?
  - a. Provide a plan that addresses how student services will be revised or enhanced to support this proposed four-year program.
  - b. Provide the plan/policy on eligibility and awarding of financial aid.
  - c. Discuss how student recruitment will be handled.
- 10. Specifically, how will general education requirements be addressed?

#### BUDGET REQUIREMENTS AND IMPACTS

- 11. Will additional state funding be required to implement the program? Include a five-year projected budget, reflecting anticipated enrollments, staffing needs, revenues, and expenditures.
- 12. Is the cost to the state less than other available options?
- 13. Is the cost to the student less than other available options?

#### OTHER RESOURCE ISSUES

- 14. Is there a similar existing program at a nearby institution which has unused capacity?
- 15. Can a cooperative program between the institution and a nearby four-year institution be offered more efficiently? If not, explain.

COMPLIANCE

23. Does the program comply with current statutory requirements of the institution?



the funding source (this will include continuing education at the universities and state college, and community service or sponsored programs at the community colleges), and a total student headcount. (B/R 12/02)

3. All enrollment reporting requirements shall be coordinated through the UCCSN Office of Institutional Research and reported to the Board of Regents. (B/R 12/02)

Section 25.

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