



INDEPENDENT CONTRACTOR Services Agreement (ICSA)

FULL NAME:

Last Name (Please Print or Type)

MI

First Name

Engagement Date(s) from

to

Total Payment Amount: \$

MM/DD/YY

MM/DD/YY

**Not to exceed \$10000*

Phone:

Email:

**Payee must register to become an Active Supplier at <https://suppliers.nevada.edu/lite>*

PART ONE

Evaluation for Determining Independent Contractor Status

Hiring departments are responsible for providing information to properly classify individuals as employees or independent contractors. The following questions are intended to measure the extent of control which the University/NSHE may exercise over the worker. Generally, if there is a good deal of control over what the worker does and how the worker does the work, there should be an employee relationship established via Human Resources. If there are few elements of control, an independent contractor relationship may be appropriate.

- | | <u>Yes</u> | <u>No</u> |
|---|------------|-----------|
| 1. Must the service provider follow substantial instructions? If yes, describe the Type of direction and control and who will supervise the services: | | |
| 2. Are substantive training, guidance, and/or assistance provided to the contractor? | | |
| 3. Is the contractor's job substantively integrated in the general operation of the Department/ University/NSHE? | | |
| 4. Are services rendered personally by the contractor? | | |
| 5. Does the contractor hire, supervise, and pay assistant workers? | | |
| 6. Does the arrangement contemplate continuing or recurring work? If yes, explain: | | |
| 7. Does the University/NSHE establish set hours of work? | | |
| 8. Is there a full time requirement? | | |
| 9. Will the service be performed on the University/NSHE premises? | | |
| 10. Does the University/NSHE require that the work be done in a specific order or sequence? | | |
| 11. Is regular accountability required? | | |
| 12. Is payment by the hour/week/month as opposed to payment by the task/job completed? | | |
| 13. Does the University/NSHE furnish equipment, tools or supplies to the contractor? | | |
| 14. Can the contractor be discharged even if the contract terms are being met? | | |
| 15. Does the contractor have the right to terminate without contract liability? | | |
| 16. Is NSHE the only client for whom these or similar services are actively provided? | | |
| 17. Has the contractor performed this or other services for the University/NSHE in the past? If yes, when? | | |
| 18. Will business and travel expenses be the departments' responsibility? | | |
| 19. Will the department provide or invest in supplies and or equipment? | | |
| 20. Will the individual depend solely on this contract for personal invoice? | | |



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Project Requirement Explain in detail what the contractor will do (specifically what will be done by the contractor, where the work will be accomplished, and when the work will be completed).

Payment Indicate the total amount of payment. Payment will be issued within 30 days of services. If this contract exceeds 45 days in length and completion benchmarks have been agreed to with progress payments, indicate each benchmark and its associated progress payment dollar amount.

**No Payment will be issued if services are not performed.*

Special Conditions List any special conditions that apply.

PART TWO

A) Is the payee a current or former (within the current calendar year) employee of any institution of the Nevada System of Higher Education?	Yes	No
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*If the answer to question A is YES, do not proceed with this form. Process the payment on an employment document.

B) Is the payee a member of the same household as a NSHE employee?	Yes	No
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*If the answer to question B is YES, do not proceed with this form. Under the Board of Regents "Conflict of Interest" policy (B/R Handbook, Title 4, Chapter 10), payment is not allowed.

C) Is the payee a U.S. citizen or lawful permanent resident (green card holder)?	Yes	No
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*If the answer to question C is NO, contact the NRA tax specialist at 51243. "See information regarding U.S. tax information for Nonresident Alien Consultants and Guest Speakers.

Independent Contractor Determination: By signing below, I warrant and affirm that the information provided is true, complete and correct. I agree to personally indemnify and hold NSHE/UNLV harmless from any claim, damages or liabilities resulting directly or indirectly from reliance thereon. I assert that I qualify as an Independent Contractor and that I am responsible for any taxes or insurance requirements resulting from this engagement. I agree to the above requirements, terms and conditions.

Contractor: _____ **Date:** _____

The UNLV employee signing below should be most familiar with the above Independent Contractor's required services and warrants: that he or she has reviewed the information provided on this form as it pertains to services provided; that the information is true to the best of the signer's knowledge, and; the representations regarding the services to be performed and compensation to be paid are correct.

(Print Name) (Signature) **Date:** _____

Department: _____ **Phone:** _____ **Email:** _____

The Nevada System of Higher Education is an equal opportunity/affirmative action employer and does not discriminate on the basis of race, color, religion, sex, age, creed, national origin, veteran status, or physical or mental disability in any program or activity it operates. The NSHE employs only United States citizens and individuals lawfully authorized to work in the U.S.

UNSWORN DECLARATION IN LIEU OF AFFIDAVIT

**REJECTION OF COVERAGE FOR WORKERS'
COMPENSATION
UNDER NRS 616B AND NRS 617**

, declares that:

1. I make the following assertions pursuant to NRS 616B.624 and NRS 617.207, or pursuant to NRS 616B.627 and NRS 617.210, as applicable.

2. Please check the applicable statement:

I am an officer or manager of a quasi-public or non-profit corporation, a private corporation or limited liability company who does not receive pay for services performed as an officer, manager or employee of the corporation or company; or

I am a paid officer or manager of a corporation or company that I own. I will not use any employees in the performance of the contract with the Nevada System of Higher Education.

I am sole proprietor who will not use the services of any employees in the performance of the contract with the Nevada System of Higher Education.

3. In accordance with the provisions of NRS 616B.624 and NRS 617.207, or NRS 616B.659 and NRS 617.225, as applicable, I have not elected to be included in the terms, conditions and provisions of chapters 616A to 616D and 617 of the NRS.

4. I am otherwise in compliance with the terms, conditions and provisions of chapters 616A to 616D and 617 of the NRS.

5. I acknowledge that the Nevada System of Higher Education will not be considered my employer or the employer of my employees, if any; and that the Nevada System of Higher Education is not liable as a principal contractor to me or my employees, if any; for any compensation or other damages as a result of an industrial injury or occupational disease incurred in the performance of the contract.

I declare under penalty of perjury under the law of the State of Nevada that the foregoing is true and correct.

SIGNATURE:

PRINT NAME:

DATE: