## EXHIBIT B – PRICING

### Diversified Search, LLC

Percentage of selected candidate’s first-year salary to be paid to Consultant for the candidate position that Contractor is hired to fill: 30% (including only the actual paid salary as may be reduced by furlough, unpaid leave, or other state salary reductions due to budget cuts, deferred compensation) (“Contractor’s Fee”). There is a minimum Contractor’s Fee of sixty thousand dollars ($60,000) (“Minimum Fee”) per search that Consultant is hired to conduct, regardless of the actual Contractor’s Fee. One-third of the anticipated Contractor’s Fee shall be invoiced by Contractor after the start of the engagement for a specific search. The second installment of the anticipated Contractor’s Fee shall be invoiced by Contractor 30 days after the start of the engagement for a specific search and the third installment of the Contractor’s Fee shall be invoiced by Contractor 60 days after the start of the engagement for a specific search. Invoices shall be submitted to the name and address indicated on each UNLV Purchase Order or as requested by UNLV. Contractor will reconcile any differences between the anticipated Contractor Fee paid and the actual Contractor’s Fee due, and send UNLV an additional invoice for the difference after the candidate’s start date, only if the actual Contractor’s Fee due exceeds the anticipated Contractor’s Fee already paid. This Contract is nonexclusive and UNLV may use similar services from similar vendors or source candidates itself, at its sole discretion. However, if UNLV requests in writing to utilize Contractor for a particular search, then UNLV may not simultaneously use any other search firms for that particular search, but may elect to also simultaneously source candidates itself. Prior to the commencement of a search and on a case-by-case basis the parties may by mutual agreement, agree to a flat fee that is less than 30% of the selected candidate’s first-year salary (including only the actual paid salary as may be reduced by furlough, unpaid leave, or other state salary reductions due to budget cuts, deferred compensation) (“Flat Fee”). In the event that a Flat Fee is agreed to, the Flat Fee shall be invoiced instead of and in the same three installment time frames as the anticipated Contractor’s Fee set forth above.

All Direct Expenses and Travel Expenses must be pre-approved in writing (email acceptable) by UNLV, substantiated by receipts and invoiced without mark-up to UNLV within thirty (30) days of being incurred. At the UNLV’s discretion, pre-approval will be provided for an exact price or a range on a trip per trip or project by project basis, or simply for a specific trip or a collection of trips (i.e. all trips or collections of interview rounds involving travel must be either pre-approved individually for singular travel, or as a collection if part of an interview round or a series of visits by Contractor to UNLV).

“Direct Expenses” include costs related to advertising and mailing, and any other expenses requested by UNLV in writing except for Travel Expenses and Indirect Expenses. All Direct Expenses must be actual expenses incurred specifically for the applicable search, and in no event shall include Contractor’s general costs of doing business or a percentage of any salaries.

“Indirect Expenses” is an expense billed at 9% of the of the anticipated Contractor’s Fee or 9% of the Flat Fee (if the Flat Fee structure is used) for the applicable search, plus monthly charges of $250 for each month of the search that extends beyond three months. Notwithstanding the foregoing, if the preliminary anticipated Contractor’s Fee for a given position is less than the actual Contractor’s Fee, the Indirect Expenses will not be reconciled up. The Indirect Expense shall be invoiced by Contractor in three separate equal amounts at
the same time as the three installments of the Minimum Fee amounts are invoiced. After the initial three months of the search, the Indirect Expenses shall be invoiced monthly at a rate of $250 per month per each subsequent month that the search continues. This Indirect Expenses amount includes costs related to communications, courier, and external database research costs, etc. The Indirect Expenses may be invoiced at the commencement of the applicable search.

"Travel Expenses":

UNLV has established the following travel reimbursement rates for faculty and staff:
Rental Cars: The traveler shall use the UNLV contracted rental car agency;
Airfare: The most economical rate available;
Meals & Lodging: For information on applicable lodging and meal rates, go to the following website: http://accountspayable.unlv.edu/Trviman/ap_m.dwt.

Consultant shall utilize these reimbursement rates for all Consultant and candidate travel. All travel and trips must be pre-approved in writing by UNLV (email acceptable) with a range or a do not exceed price. In the event that any travel is not in accordance with UNLV's travel policy or exceeds the approved scope, Consultant shall be responsible for the amount of Travel Expenses above the permitted amount.

Amount or percentage of refund of Contractor's Fee(s) should candidate leave UNLV or be otherwise removed from their position within the first year of the selected candidate's employment (Exceptions to this guarantee include a candidate's termination or departure or their termination that directly results from their death, their disability, relocation of the position to a different city or a significant change in the responsibilities of the position):

No refund; Guarantee replacement search to be initiated. No additional Contractor's Fee will be invoiced or owed; Consultant will be paid Direct Expense, Indirect Expense at 9% of the applicable Contractor's Fee (or Flat Fee, if a Flat Fee structure is used) already paid, and Travel Expenses only.

Should the Search Committee determine that the Consultant is not meeting the standards of performance set forth in this RFP, UNLV reserves the right to terminate the Contract. Indicate what fees and expenses the Consultant would require reimbursement for, should the Contract be terminated by UNLV.

If during the initial 60 days of applicable search UNLV chooses to terminate the Contract, UNLV will only be obligated to pay the first installment of the Minimum Fee payment, the pro rata portion of the 60 day billing cycle elapsed prior to Consultant's receipt of UNLV's notice of Cancellation; and any accrued Direct, Indirect and Travel Expenses as of the cancellation date.
Misc. Options:

If more than one person is hired through this search effort, an additional Contractor's Fee of 25% of the candidate's first year's salary (including only the actual paid salary as may be reduced by furlough, unpaid leave, or other state salary reductions due to budget cuts, deferred compensation) plus any Direct Expenses and Travel Expenses will be payable for each additional individual hired. ("Secondary Contractor's Fee"). Secondary Contractor's Fee is due and payable within 30 days following candidate's start date. Invoices shall be submitted to the name and address indicated on each UNLV Purchase Order or as requested by UNLV. Secondary Contractor's Fee is on a contingent basis and is only payable to Contractor if the chosen and hired candidate has been directly or indirectly referred to UNLV through Contractor's efforts within the proceeding twelve (12) months before the candidate's start date. Notwithstanding anything to the contrary herein, in no event shall Contractor be paid a Secondary Contractor's Fee for any candidates sourced by UNLV or for any candidates that are currently, or have been employed (either part-time or full-time) by NSHE/UNLV in any capacity during the last three years.