

UNLV | PURCHASING & CONTRACTS

**BUSINESS CENTER SOUTH THE NEVADA SYSTEM OF HIGHER EDUCATION (“NSHE”),
ON BEHALF OF THE UNIVERSITY OF NEVADA, LAS VEGAS (“UNLV”)**

**REQUEST FOR QUALIFICATIONS (OGC#2017-0111) FOR LEGAL SERVICES IN
RELATION TO HEALTH INSURANCE REGULATORY ISSUES ARISING FROM ITS
COLLEGE HEALTH SERVICES PROGRAM**

RELEASE DATE: **JANUARY 12, 2017**
LAST DAY FOR QUESTIONS: **THURSDAY, JANUARY 19, 2017 AT 3:30 P.M.**
REQUEST FOR QUALIFICATIONS DUE: **TUESDAY, JANUARY 24, 2017 AT 12:00 P.M.**
INTERVIEWS: **THURSDAY, JANUARY 26, 2017**
OPENING DATE: **TUESDAY, JANUARY 24, 2017 AT 2:30 P.M.**
SUBMITTAL METHODS:

Mailing Address:

University of Nevada, Las Vegas
Office of General Counsel
Attn: Debra L. Pieruschka, Esq.
4505 Maryland Parkway, Box 451085
Las Vegas, NV 89154-1085

Physical Address:

University of Nevada, Las Vegas
Office of General Counsel
Attn: Debra L. Pieruschka, Esq.
4505 Maryland Parkway,
Flora Dungan Humanities Building,
6th Floor - Room 614
Las Vegas, NV 89154-1085

Sealed proposals, **one (1) original and two (2) copies electronic copies** on CD or flash drive, and only one (1) Pricing Response Form (defined below) is required, subject to the terms, conditions, and scope of services herein stipulated and/or described herein, will be publicly opened as stated above (“Proposal(s)”). **All Proposals must be received on or before this date and time to be considered.** Proposals may be mailed or hand delivered to the address above. Please go to <http://maps.unlv.edu/> to view a map of UNLV campus.

Should you have any questions regarding this Request for Qualification, fax or e-mail your questions directly to:

Debra L. Pieruschka, Esq.
Assistant General Counsel
debra.pieruschka@unlv.edu
Telephone: 702.774.2510
Fax: 702.895.5299

Companies wishing to do business with UNLV must first register as a supplier at the following website: <https://supplierregistration.purchasing.unlv.edu/>. If you need assistance or have questions, please send your inquiries to Supplier.Registration@unlv.edu.

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SECTION A

INTRODUCTION

1. PURPOSE

UNLV Wellness Center (“**UNLV WC**”) is soliciting Submittals from qualified law firms or attorneys to work in partnership with the Office of General Counsel to provide specialized legal services in connection with the billing of third-party health insurance plans for medical services provided by the UNLV WC. Specifically, UNLV WC is seeking legal guidance with respect to federal and state statutes and regulations governing and/or affecting health insurance plan reimbursements for health and mental health care services under Nevada’s insurance statutory and regulatory scheme.

2. UNIVERSITY OF NEVADA, LAS VEGAS

UNLV is located in the City of Las Vegas and is a thriving urban research institution. UNLV is a public research institution committed to rigorous educational programs and the highest standards of a liberal education. UNLV currently has over 350 undergraduate, masters, and doctoral degree granting programs and serves approximately 28,000 students with more than 3,000 faculty and staff.

3. TERMS

The following terms as used throughout this document and the attached exhibits, will mean:

RFQ	Request for Qualification.
PROPOSER	The responder(s) to this Request for Qualification.
ATTORNEY	The selected law firm and/or individual Proposer(s.)
SUBMITTAL	The Proposer(s) submitted written response to the Request for Qualifications
CONTRACT DOCUMENTS	The Request for Qualification document, Proposer's Submittal, and any mutually agreed upon written modifications.
CONTRACT	The final agreement with the Proposer.
DIRECTOR	The University of Nevada, Las Vegas Director of Purchasing and Contracts.
TERMS AND CONDITIONS	By submitting a written Submittal, you acknowledge and agree with the terms and conditions upon which the Submittal(s) will be evaluated, and the Contract award as set forth in Section C.

MINIMUM CONTRACT TERMS	Are those standard minimum contract terms and conditions contained in the Request for Qualifications which shall be included in the final and more extensive Contract with the Proposer.
UNLV	University of Nevada, Las Vegas
NSHE	The Nevada System of Higher Education.
BOARD OF REGENTS	The elective body vested by the Constitution of the State of Nevada to have exclusive control and administration of NSHE. The Board of Regents is the contracting party for any NSHE contract. The Board of Regents acts on behalf of UNLV.
COMPANY(IES)	The legal entity of the applicable Proposer, whether a sole proprietorship, corporation, LLC, Partnership, or other legal entity, and any person(s) acting on behalf of such entity.
DESIGNATED CONTACT	UNLV's representative, Debra L. Pieruschka, Assistant General Counsel, Office of General Counsel, email: debra.pieruschka@unlv.edu .

SECTION B

SUBMISSION INSTRUCTIONS

UNLV is soliciting Submittals from qualified firms and/or attorneys on the services specified within this RFQ. Please read carefully all instructions, introduction, general terms and conditions, Purchase Order terms and conditions, scope of work and/or specifications, RFQ Response Form, and Minimum Contract Terms, if applicable. Failure to comply with the instructions, terms and conditions, scope of work and/or specifications, of this RFQ may result in your Proposal being declared non-responsive.

1. PREPARATION AND SUBMISSION

- (a) The Proposer is expected to examine the entire RFQ including any attachments. Failure to do so will be at the Proposer's risk.
- (b) Information provided in response to the RFQ should be straightforward, concise, and responsive. Emphasis should be placed on providing clear and complete information regarding the skills, experience, and other qualifications that respond to the needs for outside legal services as expressed in the RFQ.
- (c) The Submittal should not exceed 20 pages excluding firm resume. Other attachments may be included with no guarantee of review.
- (d) If it becomes necessary to revise any part of this RFQ, a written addendum will be provided to all Proposers. UNLV is not bound by any oral representations, clarifications, or changes made in the written specifications by UNLV employees, unless such clarification or change is provided to proposers in written addendum form.
- (e) All submittals shall be in a typed format, 1-sided, and double-spaced in a font no smaller than 12 points on 8-1/2" x 11" white paper bound with tabbed dividers labeled by section to correspond with the evaluation information requested. The ideal proposal will be 3-hole punched and bound with a binder clip. Binders or spiral binding is not preferred or required.

- (f) Proposals along with all required documents as described in this RFQ must be sealed and submitted in an envelope with the response form indicating the name of the Proposer, RFQ number, and title as listed on the first page of the RFQ.
- (g) The Proposer should submit the required number of responses as indicated on the first page of this RFQ. The name of the Proposer's Company shall be indicated on the cover of each Submittal.
- (h) No responsibility will attach to UNLV or any official, regent, or employee thereof, for the pre-opening of, post-opening of, or the failure to open, a Proposal not properly addressed and identified.
- (i) Alterations, modifications, or variations may not be considered unless authorized by this RFQ or by an addendum.
- (j) Any irregularities or lack of clarity in the RFQ should be brought to the attention of the Designated Contact, as soon as possible so an addendum may be furnished to all Proposers. Any clarification of instructions, terms and conditions, insurance or offer preparation shall be made only by the official Purchasing Representative. Verbal clarifications will not be binding. Written clarifications will be by addenda and faxed to all prospective Proposers who received a copy of the RFQ. Proposers who have registered with the Purchasing Department may be notified via fax as well.
- (k) A Companies Submittal must certify that it has had no contact with an employee or member NSHE/UNLV in any manner which would give that Company submitting such a Proposal, any advantage over any other Company submitting one. Employees and members of NSHE/UNLV shall not receive any compensation, in any manner or form, nor have any vested interest, directly or indirectly, of any kind or nature inconsistent with loyal service to the public. A violation of the above shall be just cause for rejection of that particular Proposal without further consideration.
- (l) All Proposers, by signing the **RFQ Response Form**, certify that they agree to the terms and conditions set forth in this RFQ and attached Minimum Contract Terms (**including all insurance requirements**) unless otherwise stated.
- (m) All Proposers, by signing the **RFQ Response Form**, certify that they are an Equal Opportunity/Affirmative Action Employer, unless otherwise stated.
- (n) UNLV accepts no responsibility or liability for any costs incurred by a responding Company prior to the execution of the Contract.
- (o) UNLV reserves the right to contract for less than all of the services identified herein.
- (p) **Proposals are not to contain confidential/proprietary information.** UNLV is subject to the Nevada Public Records Law. Proposals must contain sufficient information to be evaluated without reference to any confidential or proprietary information. Any Proposal submitted that is marked "confidential" or "proprietary," or that contains materials so marked, may be returned to the Proposer and not be considered for award.
- (q) Firms interested in providing legal services to UNLV are required to submit:
 - (1) **Cover Letter**

The Submittal must be accompanied by a cover letter, dated and signed by the individual or individuals authorized to execute the Retainer Agreement. As a minimum, the cover letter shall contain:

- a. Firm's name, name of Firm contact person, address, phone number, fax number, and email address.
- b. A statement that declares all information provided therein does not include any Confidential, Proprietary and/or Private information as identified in this RFQ.

(2) **Qualification Statement**

A firm resume and key personnel resumes, if any, which are submitted by the Firm shall constitute the Qualification Statement. Resumes shall include the educational and legal background of each key personnel as well as actual experience of each Firm member. The response should include the following:

- (1) A summary of the attorney firm's general qualifications including specific disciplines represented that are applicable to the proposed work, number of employees, office locations, etc.;
- (2) An outline of the attorney firm's depth and breadth to carry out the scope and the extent of the work required, especially that of the lead attorney;
- (3) A description of the attorney firm's capability to perform legal services promptly and in a manner that permits the City Council and staff to meet established deadlines and to operate in an effective and efficient manner, including that of the lead attorney committed for the term of the agreement;
- (4) Areas of expertise and/or experience in specific municipal disciplines such as land use and development, boundary agreements, etc.

At a minimum, the Firm resume should include a description of the Firm's legal team with relevant experience in performing in the practice area described in the RFQ, and a description of subject matter work performed for or with other clients, including other governmental entities.

(3) **Fee Schedule**

A full description of proposed fees for the legal counsel and for all support attorneys and personnel anticipated to participate in this engagement.

(4) **Disclosures**

Disclosures of actual and potential conflicts of interest, if any, including but not limited to identifying each and every matter in which the attorney or firm has, within the past five (5) calendar years, represented any entity or individual with an interest adverse to UNLV, its Board or staff.

Provide a statement concerning other potential areas for conflicts of interest to arise because of your work or the work of others in the firm.

(5) **Client Reference List**

A firm client reference list must be submitted in response to this RFQ, including client contact information for the clients identified. This list should specifically include corporate or in-house contacts for corporate or other public entity client references. Submission of this list shall indicate the Firm's consent to have

UNLV contact the clients directly for a Firm reference as to non-privileged matters. Each client reference given must include the client name, address, contact name, and phone number as a minimum.

2. **EVALUATION AND AWARD**

- (a) Since the service request in this RFQ is considered to be a professional service, award will be in accordance with UNLV Purchasing Manual Policies and Procedures.
- (b) RFQ Evaluation Criteria.

Each submittal will be reviewed and evaluated based on your overall qualifications. Submittals should be concise and to the point to facilitate ease of evaluation. UNLV will consider the following information contained within your Submittal during the evaluation process:

 - Expertise of Firm in the practice areas identified;
 - Qualifications of the attorney(s) including recent experience provide legal counsel services to healthcare related entities in particular and public agencies in general;
 - Qualifications of the attorney and assigned backup/support team;
 - Expertise of Firm with representation of healthcare entities;
 - Reputation within the legal community;
 - Existence of any actual or potential conflicts; and
 - Firms overall quality of Submittal and any proposed approach to representation.
- (c) At the date and time stated in this RFQ, all Submittals will be opened. The Submittals may be reviewed by an evaluation committee selected by UNLV to assist with the evaluation, and finalist may be requested to provide UNLV a presentation and/or an oral interview.
- (d) The evaluation committee may consider the Submittals as well as any requested presentations and/or oral interview to gather information that may assist in making an award recommendation. UNLV reserves the right to award the contract(s) based on objective and/or subjective evaluation criteria.
- (e) Contract(s) will be awarded on the basis of which proposal(s) UNLV deems best suited to fulfill the requirements of the RFQ.
- (f) UNLV will be the sole judge as to the acceptability, for our purposes, of any and all Submittals. UNLV reserves the right to reject any or all Submittals or any part(s) thereof and to waive informalities and minor irregularities in the Submittals received.
- (g) The primary objective of the evaluation process is to secure highly skilled, diligent, ethical, responsive, professional, and experienced attorneys and personnel who can provide quality legal guidance in the healthcare insurance arena to UNLV as deemed necessary by UNLV.
- (h) UNLV reserves the right, in its sole discretion, to cancel, delay, or suspend this RFQ if it is determined to be in the best interest of UNLV not to make an award.
- (i) The RFQ is not an offer, obligation, or agreement to award work to any Firm, nor is it an offer, obligation, or agreement to place any Firm on a list of Firms for potential use. No

attorney-client relationship is created by responding to the RFQ. The RFQ is intended to seek response by qualified Firms interest in providing legal services to UNLV upon the terms and conditions set forth herein.

SECTION C

GENERAL TERMS AND CONDITIONS

1. **LATE PROPOSALS**

Any Submittals received after that date and time will be rejected and not be considered or will be returned unopened upon request by, and at the expense of the Proposer. Proposer is responsible for ensuring third party deliveries arrive at the time and place as indicated in this RFQ document.

2. **WITHDRAWAL OF PROPOSAL**

A Proposer may request withdrawal of a posted, sealed Submittal *prior* to the scheduled opening time provided the request for withdrawal is submitted to the Designated Contact in writing. No Submittal may be withdrawn for a period of 90-calendar days after the date of proposal opening. All Submittals received are considered firm offers during this period. The Proposer's offer will expire after 90-calendar days.

3. **CONFLICT OF INTEREST**

Companies submitting a Proposal in response to this RFQ are certifying that it has had no contact with an employee or member of the NSHE/UNLV in any manner which would give that Company submitting such a Proposal, any advantage over any other Company submitting one. Employees and members of the NSHE/UNLV shall not receive any compensation, in any manner or form, nor have any vested interest, directly or indirectly, of any kind or nature inconsistent with loyal service to the public. A violation of any of the above shall be just cause for rejection of that particular Proposal without further consideration.

4. **PAYMENT TERMS**

Payments shall be made within sixty (60) days of acceptance of the related invoice, unless otherwise stated. Should the acceptance of such invoices be in doubt, the successful Proposer shall not be due any interest or penalty on any unpaid amounts.

5. **PROMPT PAYMENT DISCOUNTS**

The offered discount of a successful Proposer will not form a part of the award evaluation. In connection with any discount offered, time will be computed from the date of delivery of the equipment or supplies at destination or from the date the correct invoice is received by UNLV, whichever is later. Payment is deemed to be made for the purpose of earning the discount the date UNLV check is mailed.

6. **TAXES, LICENSES, AND PERMITS**

- (a) It is the Proposers' responsibility to secure all required licenses, permits, and insurance necessary for the proper execution and completion of the Services involved in this RFQ. UNLV is exempt from paying state, local, and federal excise taxes.
- (b) Companies conducting business for profit in Nevada are required to have a current Nevada business license pursuant to NRS 76.100 (1) unless the entity is either a) a non-profit corporation or b) meets the requirements for an exemption and has filed the appropriate notice of exemption with the Nevada Secretary of State. By submitting its Proposal, the Proposer certifies that it has a current Nevada business license or it is exempt

and agrees to provide immediate notice to UNLV's Purchasing Department in the event the license is no longer valid.

SECTION D

SCOPE OF WORK/SPECIFICATIONS

The purpose of this RFQ is to identify a superior Proposer, possessing the appropriate expertise, to provide legal advice, guidance, and analysis of options to UNLV related to regulatory and compliance issues in connection with Nevada's health insurance regulatory scheme and the third party billing of health insurance plans covering services provided by WC to the University's student population. UNLV seeks legal counsel with prior experience and concentration in representing and/or advising a public medical center and/or facility to demonstrate and perform the following:

- (a) Demonstrated experience and reputation in general healthcare law;
- (b) Have a working knowledge of federal and state law and regulations related to the healthcare industry including medical insurance billing, prompt pay discounts, and Nevada health insurance scheme including but not limited to:
 - Nevada Revised Statutes (NRS), Title 57 – Insurance;
 - NRS 439A (Planning for the Provisions of Health Care);
 - NRS 439B (Restraining the Costs of Health Care); and
 - Medicare/Medicaid/Tricare and private third party certification, payment, managed care, and related matters
- (c) Representation and advice involving academic medical centers, including but not limited to, regulatory compliance, transactional matters; health insurance, managed care, Medicare and Medicaid; and other general health law matters.
- (d) Preparation of written legal opinions on matters concerning general health law matters such as medical insurance billing, health fee structures, prompt pay discounts, and Nevada health insurance scheme.
- (e) Advising and guidance in the negotiation and enforcement of managed care contracts demand knowledge of the cost of services, as well as state and federal law governing insurance, managed care and healthcare contracting.

The foregoing list is not all inclusive and may be modified as analysis and/or options are considered during engagement.