



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

**REQUEST FOR PROPOSAL 692-BC  
FOR UNLV SCHOOL OF MEDICINE FACULTY PRACTICE PLAN MANAGEMENT  
SERVICES**

**RELEASE DATE:** Friday, February 3, 2017

**PRE-PROPOSAL MEETING:** Friday, February 10, 2017 at 1:00 p.m. at Campus Services Building, Purchasing Conference Room 223

**LAST DAY FOR QUESTIONS:** Tuesday, February 21, 2017 at 5:00 p.m.

**LAST DAY FOR ADDENDA :** Friday, February 24, 2017 at 5:00 p.m.

**OPENING DATE, TIME and LOCATION:** Thursday, March 2, 2017 at 3:00 p.m.

**SUBMITTAL LOCATION:** University of Nevada, Las Vegas  
4505 Maryland Parkway  
**Campus Services Building, Room 235**  
Las Vegas, NV 89154-1033

Sealed proposals, one (1) original, **five (5) copies** and one (1) electronic copy 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.

If you should have any questions regarding this Request for Proposal, fax or e-mail your questions directly to the Purchasing Representative:

Brandy Candelaria  
Assistant Director  
Phone: (702) 895-0969  
Fax: (702) 895-3859

**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](mailto:Supplier.Registration@unlv.edu).**

**TABLE OF CONTENTS**

	<b><u>PAGE</u></b>
SECTION A: Introduction	3-6
SECTION B: Submission Instructions	7-13
SECTION C: General Terms and Conditions	14-19
SECTION D: Scope of Work/Specifications	20-26
SECTION E: Pricing/Royalty Fee Response Form	27
SECTION F: RFP Response Form	Attached
SECTION G: List of Subcontractors/Tier 2 Suppliers	Attached
EXHIBIT A: Sample Certificate of Insurance	28
EXHIBIT B: Minimum Contract Terms	29-42

## **SECTION A** **INTRODUCTION**

### **1. PURPOSE OF REQUEST**

UNLV School of Medicine (SOM) invites interested parties to submit a Proposal for the oversight and management of the faculty practice plan management services (FPPMS). The FPPMS will be the organizing entity for managing the clinical faculty activities of the SOM. It represents a formal, financial relationship between the SOM, the clinical departments, their faculty and clinical operations. In addition to providing the organizational structure to facilitate collaborative discussion and decision-making regarding the clinical enterprise of the SOM, FPPMS will provide key operational and financial management support.

The vision of the SOM is to be recognized as a world-class multi-specialty academic medical group in Nevada, differentiated by innovative, technologically advanced patient care, research, and education. Through its clinical activity, the FPPMS will support the medical education, training, and clinical research missions of the UNLV School of Medicine to:

- Provide exceptional medical care and a superior patient experience
- Build clinical, education and research service lines and programs
- Translate leading scientific innovations into clinical practice while servicing the diverse healthcare needs of southern Nevada region
- Provide lifelong learning experiences (UME, GME, CME) for learners/trainees and physicians
- Be a sustaining, fiscally viable clinical enterprise of the UNLV School of Medicine

Upon execution of a contract, the Successful Proposer assumes risk and management of FPPMS to achieve an economically breakeven Faculty Practice Plan.

\*If Proposer takes exception to the Minimum Contract Terms (**including the insurance requirements**), or any general terms or conditions set forth herein, Proposer will submit a specific list of the exceptions as part of its response to this RFP. Proposer's exceptions will be reviewed by UNLV and may result in disqualification of Proposer's offer as non-responsive to this RFP. If Proposer's exceptions do not result in disqualification of Proposer's response, then UNLV may consider Proposer's exceptions when UNLV evaluates the Proposer's response. Notwithstanding the foregoing, Proposers may submit a word version of their form contract containing service specific provisions that do not materially conflict with UNLV's standard terms and conditions.

UNLV reserves the right to award to multiple vendors. UNLV will evaluate the management areas set forth in Section D, Scope of Work, as well as the Proposal as a whole. Proposers are encouraged to partner with other companies to provide a complete package. Proposers must address the criteria below for each area individually that they are submitting a proposal to be evaluated. UNLV's intent is to award all areas to one Proposer but may award on an individual basis, if in the best interest of UNLV.

The award of the contract is contingent upon the approval by the Board of Regents.

### **2. UNIVERSITY OF NEVADA, LAS VEGAS**

UNLV is located in the city of Las Vegas and is emerging as a premier urban university. UNLV currently has over 220 undergraduate, masters, and doctoral degree granting programs and serves approximately 28,000 students. Additionally, there are approximately 3,000 faculty and staff. The University's 340-acre campus is located in the southeast part of the City, near the McCarran International Airport and the Las Vegas Strip.

The University of Nevada, School of Medicine located in Las Vegas aims to address the identified need to advance Southern Nevada's health care to meet the growing demands of a diverse and aging population. Las Vegas is the largest urban area in the U.S. without a dedicated, allopathic public medical school. It ranks at or near the bottom of health care providers per 100,000 population and anticipated increases in Medicaid, Medicare, and visitor populations suggests even greater needs for quality healthcare services. Establishing a medical school in Southern Nevada will be one of the single greatest achievements at UNLV in terms of benefiting the community by ensuring residents have access to care, including medically underserved and diverse populations. The UNLV School of Medicine will capitalize on the strengths of existing academic programs in UNLV schools and colleges of Allied Health Sciences, Dental Medicine, Community Health Sciences, Nursing, the College of Sciences, and other health-science related programs. UNLV will build the medical school from a foundation of excellence – recruiting the best faculty and the best students – and applying the same business model that was used for the successful launch of the Boyd School of Law. Our objective is to attract, educate and retain doctors committed to practicing in Southern Nevada.

The UNLV School of Medicine will be an innovative center for teaching future Nevada physicians how to work in health care teams, apply cutting-edge technology, and develop novel, yet classically-based treatment solutions for diseases of the present and future. The UNLV School of Medicine will be part of a world-class academic medical center that serves the community and works collaboratively with local health care institutions and professionals to enhance clinical care. The school will develop specialized treatment programs, while also developing nationally recognized research programs aimed at preventing, treating and curing diseases. The UNLV School of Medicine will integrate public undergraduate medical education and graduate medical education – or residencies – to cultivate more physicians to serve Southern Nevadans. The School of Medicine will build clinical, education and research programs in cardiology, neuroscience, mental health and addiction, cancer and orthopedics.

#### Mission Priorities

- Clinical
  - Create *multidisciplinary physician practices (exact size TBD)* to meet the care delivery needs of the communities UNLV intends to serve
  - Provide high quality integrated multidisciplinary care (e.g., *seamless care coordination, service lines*)
  - Generate sufficient margin to *support other missions*
  - Deliver care in an interdisciplinary and *cost effective manner* that supports all health providers working at top-of-licensure
- Research
  - Support an integrated research approach that *aligns basic, translational and clinical researchers* in order to secure extramural funding and advance knowledge
  - *Integrate basic science* and translational researchers into the clinical departments to work collaboratively with clinical faculty
- Education
  - *Provide clinical care settings* to promote the education and training of students, residents, and fellows
  - *Integrate non-physician providers / advanced practitioners* in an interdisciplinary approach to medicine consistent with future care delivery demands
  - Develop *UME teaching expectations* of clinical faculty as well as integrate full time teaching faculty into clinical departments where necessary and appropriate

UNLV Medicine Clinic (“Longitudinal Integrated Clerkship Clinic”) will be the *primary location for undergraduate medical education (UME) and graduate medical education (GME)* training and will support additional patient care activities for UNLV Faculty to enhance revenue needs as capacity allows, opportunities arise, and demand increases. The UNLV Medicine Clinic care delivery model will consist of

UNLV RFP 692-BC

a *multi-specialty clinic* staffed by UNLV Faculty and consisting of *care teams* of primary care providers, specialists, allied health professionals, and ancillary support staff.

The UNLV Medicine Clinic will be an integral part of the SOM FPPMS and includes:

- *Undergraduate Medical Education (UME): the innovative teaching/educational clinic* for undergraduate medical education (UME) with medical students spending the majority of their ambulatory experience at this site
- *Graduate Medical Education (GME): the primary site for residency programs (e.g., Pediatrics, Internal Medicine, Obstetrics/Gynecology, and Surgery) and fellowship programs (e.g., Pediatrics, Internal Medicine, Family Medicine/Sports Medicine, and Orthopedics) sponsored by UNLV*
- *The Enhancement Center (EC): to provide care coordination and social services based on patient needs, and to share information among care delivery team(s) to enhance quality patient care*

UNLV Faculty will practice at multiple sites, including the UNLV Medicine Clinic

The award of a Contract is contingent upon the approval by the Board of Regents.

3. **TERMINOLOGY**

RFP	The term “RFP” as used throughout this document will mean Request for Proposal.
PROPOSER	“Proposer(s)” as used throughout this RFP document will mean the respondent(s) to this Request for Proposal or you, as applicable.
CONTRACTOR	Successful Proposer(s)
CONTRACT DOCUMENTS	The Request for Proposal documents, Proposer's Proposal and any mutually agreed upon written modifications
CONTRACT	“Contract” is the final agreement with the Contractor.
DIRECTOR	The term “Director” as used throughout this document will mean the University of Nevada, Las Vegas Director of Purchasing and Contracts.
REQUEST	Request for Proposal, RFP
RFP RESPONSE FORM	Proposer form submitted in Section F by an authorized representative for the Company named on said form, acknowledging that he/she/it has examined this RFP including any related documents, and hereby offers to furnish all labor, materials, tools, supplies, equipment and services necessary to comply with the specifications, terms and conditions set forth herein and at the prices stated.
PRICING RESPONSE FORM	Proposer form submitted in Section E defining any pricing and/or any applicable royalty fees.
GENERAL TERMS	By submitting a Proposal, you and all respondents (as applicable),

UNLV RFP 692-BC  
AND CONDITIONS

acknowledge and agree with the terms and conditions upon which the Proposals will be evaluated, and the Contract awarded as set forth in Section C.

MINIMUM CONTRACT TERMS

Included in this RFP are certain standard minimum Contract terms and conditions which shall be included in the final and more extensive Contract with the Contractor. All UNLV Contracts are subject to existing Contracts (and any replacement Contracts thereof).

UNLV

University of Nevada, Las Vegas

NSHE

The Nevada System of Higher Education. NSHE is Nevada's public higher education system. It is comprised of four community colleges, one state college, two universities and one research institute.

BOARD OF REGENTS

The elective body that has been 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)

"Company" means 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.

AFFILIATE(S)

"Affiliate" means an entity that controls, is controlled by, or is under common control with the Company.

**SECTION B**  
**SUBMISSION INSTRUCTIONS**

UNLV invites the submission of Proposals on the material and/or services specified within this RFP. Please read carefully all instructions, introduction, general terms and conditions, Purchase Order terms and conditions, scope of work and/or specifications, Pricing or Royalty Fee Response Form, RFP Response Form, sample insurance form, and Minimum Contract Terms, if applicable. Failure to comply with the instructions, terms and conditions, scope of work and/or specifications, of this RFP may result in your Proposal being declared non-responsive.

1. **PREPARATION AND SUBMISSION**

- a) The Proposer is expected to examine the entire RFP including any attachments. Failure to do so will be at the Proposer's risk.
- b) If it becomes necessary to revise any part of this RFP, 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 from the Purchasing Department. All addenda must be acknowledged on the **RFP Response Form**. Proposal may be considered non-responsive in the event Addenda are not acknowledged.
- c) The Proposal submitted should not exceed **sixty (60)** pages. Other attachments may be included with no guarantee of review.
- d) All Proposals shall be typed in a font no smaller than 10 points on 8 ½" x 11" paper bound with tabbed dividers labeled by section to correspond with the evaluation information requested.
- e) **If applicable, prices are to be submitted on the Pricing or Royalty Response Form provided or true copies thereof** and must be manually signed by pen. If any erasures or changes appear on the form, each such correction must be initialed by the person signing the Proposal. Proposers shall include with their forms the necessary documents or attachments as required in this RFP document. **All figures must be written in ink or typewritten.** If there are discrepancies between unit prices quoted and extensions, the unit price will prevail.
- f) Proposals along with all required documents as described in this RFP must be sealed and submitted in an envelope with the response form and **MUST** indicate the name of the Proposer, RFP number, title as listed on the first page of the RFP, and date and time of opening on the outside of the envelope. **Telegraph, facsimile, email or telephone Proposals will not be considered. Pricing MUST be submitted in a separate sealed envelope.**
- g) The Proposer should submit the required number of responses as indicated on the first page of this RFP. The name of the Proposer's Company shall be indicated on the spine and/or cover of each binder submitted.
- 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 that is not properly addressed and identified.
- i) Alterations, modifications or variations may not be considered unless authorized by this RFP or by an addendum.
- j) When not otherwise specified, Proposer must definitely state time of proposed delivery. Days must be calculated in consecutive calendar days.

- k) All equipment or supplies shall be new, and of the manufacturer's current model unless specified herein.
- l) Proposers shall take no advantage of any apparent error or omission in the RFP. In the event a Proposer discovers such an error or omission, lack of clarity, or other irregularity, such Proposer shall immediately notify the Purchasing Department. The Purchasing Department will then make corrections and interpretations as may be deemed necessary for fulfilling the intent of the RFP.

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 posted on the UNLV Website: <http://go.unlv.edu/purchasing/solicitations> and/or faxed to all prospective Proposers who received a copy of the RFP. Proposers who have registered with the Purchasing Department may be notified via fax as well.

- m) Altering any of this RFP may render the Proposal null and void.
- n) Companies submitting a Proposal in response to this RFP are certifying 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.
- o) Proposers should direct any questions regarding the RFP to the designated contact(s) from the Purchasing Department. Proposers shall not contact other UNLV employees or consultants regarding this RFP. Any such contact may result in rejection of the Proposal.
- p) All Proposers, by signing the **RFP Response Form**, certify that they agree to the terms and conditions set forth in this RFP and attached Minimum Contract Terms (**including all insurance requirements**), unless otherwise stated. Please note that an award is not final until there is a fully negotiated signed Contract.
- q) All Proposers, by signing the **RFP Response Form**, certify that they are an Equal Opportunity/Affirmative Action Employer, unless otherwise stated.
- r) Proposals, attachments and **RFP Response Form** shall be enclosed in sealed envelopes and submitted as instructed on page one of this RFP document.
- s) UNLV accepts no responsibility or liability for any costs incurred by a responding Company/Proposer prior to the execution of the Contract.
- t) UNLV reserves the right to contract for less than all of the services identified herein. UNLV may select certain categories of services to include in a Contract and reject others.
- u) **Proposals are not to contain confidential/proprietary information.** UNLV is subject to the Nevada Public Records Act. 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.

## 2. EVALUATION OF PROPOSALS



- a) At the date and time stated in this RFP, all Proposals will be opened publicly and the name of the respondents/Proposers will be recorded. To maintain confidentiality of all responses, no other information will be revealed at the opening or during the evaluation process.
- b) An evaluation committee shall evaluate Proposals based on the criteria listed below. UNLV reserves the right to create a “short list” of Companies to be interviewed. At the conclusion of the evaluation, the committee will recommend the Company(ies) for award.
- c) A Contract will be awarded on the basis of which Proposal(s) UNLV deems best suited to fulfill the requirements of this RFP and meet UNLV’s needs. UNLV also reserves the right not to make an award if it is deemed that no single Proposal fully meets the requirements of this RFP and/or meets the needs of UNLV.
- d) UNLV will be the sole judge as to the acceptability, for our purposes, of any and all Proposals.
- e) Any letters of recommendation that are submitted with the Proposal, but not specifically requested, will not be evaluated.
- f) Proposals will be evaluated according to the evaluation criteria stated below:

<b>Weighted Evaluation Criteria</b>	<b>Possible Points</b>
1. Company Background, Experience and References	25
2. Project Approach and Management	35
3. Pricing	40
 <b>Total Possible Points</b>	 <b>100</b>

All responses listed below must be specifically aimed towards the specific requirements UNLV has identified for this engagement, which are repeated below. In each section, it is important for the proposers to reference how they approach the appropriate requirements noted below.

**1. Company Background, Experience, and References 25 POINTS**

The Proposer should provide the following information about his/her Company so that UNLV can evaluate the Proposer’s stability and ability to support the commitments set forth in response to the RFP. UNLV, at its option, may require the Proposer to provide additional documentation to support and/or clarify the requested information. UNLV will evaluate the facts and may, at its sole discretion, reject a proposal on the grounds of the past experience. The Proposer’s outline of the Company’s background should include the following:

**A. Introduction - Executive Summary**

Provide a Company description, history, and high-level corporate overview.

- 1. Name of Proposers (if a joint venture, name of joint venture and names of entities that make up the joint venture). Include the following:
  - a. Company Description;
  - b. Address of Proposer headquarters and Nevada area location(s), if differing;
  - c. Telephone and fax number(s) for Nevada area location(s); and,

- d. Legal form of Proposer (e.g. sole proprietor, partnership, corporation).
2. Date Proposer formed; date incorporated if a corporation.
3. Proposer's principals/officers including President, Chairman, Vice Presidents, Secretary, Chief Operating Officer, Chief Financial Officer, General Manager(s), and the length(s) of time each Officer has accumulated in his area of expertise.
4. Evidence of legal authority to do business in Nevada such as the Nevada Secretary of State Corporate Registration Number or proof of registration under Nevada's Assumed Name Act.
5. Copy of all Nevada business license(s) and all certifications applicable to the performance of the required Services.
6. The location of each facility, including any back up locations, from which the Proposer would provide the Deliverables pursuant to a Contract and, with respect to each, a description of the capabilities of that facility which are relevant to the Deliverables that would be provided to UNLV.
7. Describe any merger or acquisition discussions in which the Proposer is involved.
8. In addition, the Proposer shall provide the following information:
  - a. Organization Chart – An organizational chart for the Proposer should show key personnel and reporting relationships of such personnel with Proposer's leadership for all facilities in which services are proposed to be provided.
  - b. A summary of the history of Proposer in terms of its size, range and types of services Proposer has offered and currently offers; and the types of clients and geographic areas serviced by Proposer.
  - c. If the Proposer is a subsidiary, include a copy of the corresponding information.
- B. Describe if your firm has had a contract terminated for default in the last five years. Termination for default includes a notice to stop performance for failure to adequately perform. Provide the relevant details with respect to the termination including the date of termination and the other parties' name, address, and telephone. UNLV will evaluate the facts and may, at its sole discretion, or may not reject the proposal on the grounds of past experience. Indicate if no such termination for default.
- C. The proposer should demonstrate in its response that it has provided enterprise physician management services for similar sized faculty practice plans for at least five (5) years.
- D. Identify three clients for whom Proposer has completed similar projects. The examples should be of work done on campuses or organizations similar to UNLV in size and complexity. Please include contact information. Proposer agrees that UNLV may contact all references submitted to UNLV to obtain any and all information regarding Proposer's performance.

**2. Project Approach and Management****35 POINTS**

Please describe your approach to managing the services described in the scope of work. Key things to consider are listed below:

**A. Service Capability**

1. With respect to coding services, describe the years of professional coding experience of the coders/consultants that you would have involved?
2. What kind of ongoing education and support do you provide to your auditors and coders?
3. What are your firm's compliance resources?
4. For the services proposed, provide a matrix, listing:
  - a. Number of clients, number of physicians and annual volume of billed charges by specialty;
  - b. Include a list of references; and
  - c. Include number years billing for each specialty (if applicable) type.
5. Describe any dependencies upon UNLV.
6. Outline estimated resource support along with listing of activities and frequency that will be required of UNLV.
7. Define any additional reporting indicators (in addition to the below noted) that will be reported to UNLV (segregate if there are variances by specialty).
  - a. Unbilled claims volume and gross charges by specialty;
  - b. First pass clean claims rate for paid claims;
  - c. Denial rate, resolution process and prospective avoidance processes; and
  - d. Lag time analysis from date of documentation receipt to coding, charge entry, bill date, payment receipt date, and payment posting date.
8. Provide a sample key performance dashboard that would be used to report performance of UNLV.
9. Does your organization support an electronic dashboard for monitoring activity?
10. Describe how you support the CMS PQRI requirements
11. What are your hours of operation?
12. How many FTE employees would be involved in direct billing and follow-up activities on the UNLV account? (staffing ratio to volume)
13. Which software application(s) will be used to perform the services outlined in the Proposal? Will licensing agreements be required?
14. Will the organization allow for different units of reporting to correspond with the different specialties and locations that Practice?
15. Is the organization enabled to scan documents for storage?
16. Are claims filed electronically? What percent?
17. Is there a claims edit process to identify errors before the claim is filed?
18. Is there an automatic re-bill if no response received to the first claim?
19. Describe the claims follow up timelines?
20. What is the protocol used to convert balance to patient responsibility?
21. Describe the billing cycle, including the billing frequency.
22. Describe the account follow up cycle, including account follow up methodology and frequency
23. Describe the process to close and return accounts to UNLV at one hundred and ten (110) days from date of service.
24. Describe the process to interface physician fee revenue and accounts receivable data into the UNLV general ledger for financial reporting purposes.
25. Has your organization ever been investigated for a fraud, abuse or compliance issue? If so, what was the date and outcome of the investigation?
26. Describe your experience creating population health models.
27. Describe your experience supporting longitudinal multispecialty clinics.
28. Describe your proposed management and staffing strategy.

29. Describe your experience in operating in Centricity GE and Epic Revenue Cycle. Provide information to demonstrate past experience supporting Epic implementations, transition from prior systems to Epic and post go live activities. Outline your approach to support Epic implementation activities and practice transition from Centricity to Epic, including A/R management, A/R cut over strategy and Centricity A/R and legacy systems wind down). Describe any proposed alternatives.

**B. Inquiries Regarding Payment Posting Capabilities:**

1. Describe the electronic remittance and posting process?
2. Are all payments checked for accuracy and against contracted rates?
3. Are underpayments appealed? To what dollar amount?

**C. Inquiries Regarding Patient Contacts**

1. Do you have a toll free number for patient inquiries?
2. Description of patient call center approach and protocols.
3. Do you have electronic payment capability for patient payments and credit card processing?
4. Who in the organization is responsible for patient inbound and outbound calls for insurance and balance questions?
5. Who in the organization is responsible for patient balances?
6. Does the organization generate patient statement by encounter or as a running total for patient?

**D. Inquiries Regarding Provider Enrollment Capabilities**

1. Describe provider enrollment process? Include timeframes
2. Describe report tracking and frequency.
3. Is there an additional fee for the enrollment support?

**E. Inquiries Regarding Insurance and Denials Tracking**

1. Does the organization track expected reimbursement to actual reimbursement? By Payer?
2. Does the organization track denials by reason code?
3. Does the organization track the denials overturn rate by reason code?
4. Describe denials feedback timing and communication method?

**F. Inquiries Regarding Reporting Capabilities**

1. List and provide sample standard reports
2. List and provide sample custom reports and any additional charge for custom report development.
3. Will we have direct access to reporting capabilities? Is the report web-based?
4. Can the reports be exported into excel.

**G. Inquiries Regarding Access to Data**

1. Where are records stored and for how long?
2. What is the proposed process for return of data to UNLV when contract ends?
3. Describe any data redundancies.

**H. Inquiries Regarding Refunds**

UNLV RFP 692-BC

1. Describe the process for resolving credit balances?
2. What is the process for refunds?
3. How are payments handled that do not belong to UNLV?
4. How often are refund checks processed?
5. Describe the process for unclaimed funds?

**I. Describe any other recommended services that Proposer would provide.**

**5. Pricing**

**40 POINTS**

Proposers are instructed to provide their fees in Section E, RFP Pricing Response Form.

**Complete Section E Pricing Response Form. Technical/Evaluation and Price proposals must be submitted in separate, sealed envelopes. Note: No cost information is to be included in the Proposer's technical/evaluation proposal. The Technical and Cost proposal envelopes should be submitted together in a single sealed package/envelope. Cost proposals should be made on the financial model requested in Section E.**

**3. LATE PROPOSALS**

Formal, advertised Request for Proposals indicate a time by which the Proposals must be received in the Purchasing Department. Any Proposals 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 RFP document.

**4. PUBLIC OPENING OF RFP's**

At the date and time stated in this RFP, all Proposals will be opened publicly and the name of the respondents/Proposers will be recorded. To maintain confidentiality of all responses, no other information will be revealed at the opening or during the evaluation process. Proposers, their authorized agents and other interested parties are invited to be present.

**4. WITHDRAWAL OF PROPOSAL**

Any Proposer may request withdrawal of a posted, sealed RFP prior to the scheduled opening time provided the request for withdrawal is submitted to the Purchasing Department in writing, or presents themselves in person with proper identification to the Purchasing Department and verbally requests the Proposal be withdrawn and signs for its receipt.

**SECTION C**  
**GENERAL TERMS AND CONDITIONS**

1. **ACCEPTANCE PERIOD**

The Proposer agrees to a minimum of 120 calendar day acceptance period from the date of public opening.

2. **APPROPRIATIONS**

The terms of any Contract issued are contingent upon sufficient appropriations and authorizations being made by UNLV for the performance of the Contract. If sufficient appropriations and authorizations are not made by UNLV, the Contract shall terminate, without penalty, upon written notice being given by UNLV to Proposer. UNLV's decision as to whether sufficient appropriations are available shall be accepted by Proposer and shall be final.

3. **AWARD OF CONTRACT**

- a) Award will be made to the most responsible and responsive Proposer(s). The basis of award will be determined by evaluation of items as listed in section titled "**Evaluation of Proposals**" and any other established purchasing methods that are applicable, which may include life cycle cost, quality, availability, conformance to specifications, financial capability and service, all in the best interests of the requesting department and UNLV.
- b) UNLV reserves the right to award on a multi-year basis and, if in the best interest of UNLV, to award to multiple Contractors.
- c) The initial term of the Contract will be two (2) year(s) ("Initial Term" or "Term"). Upon mutual agreement of both parties, the Contract may be extended for up to an additional two (2) one-year renewal terms ("Renewal Term(s)" or "Term(s)").
- d) The Proposer is solely responsible for the content of its Proposal and ensuring that it best meets the evaluation criteria set forth in this RFP. Previously published data in support of experience, financial or performance capability will be evaluated if such data reflects a current position and such data is submitted as a part of the response to this RFP.
- e) UNLV reserves the right to reject any or all Proposals or any part(s) thereof and to waive informalities and minor irregularities in the Proposals received.
- f) A formal, more extensive Contract will be signed by and between the successful Proposer(s)/Contractor(s) and UNLV to perform this service.
- g) The terms and conditions contained in the attached Minimum Contract Terms or, in the sole discretion of UNLV, terms and conditions substantially similar to those contained in the Minimum Contract Terms, will be included in a more extensive and detailed Contract that results from this RFP. If Proposer takes exception to the Minimum Contract Terms (**including the insurance requirements**), or any general terms or conditions set forth herein, Proposer must submit a specific list of the exceptions as part of its response to this RFP. Proposer's exceptions will be reviewed by UNLV and may result in disqualification of Proposer's offer as non-responsive to this RFP. If Proposer's exceptions do not result in disqualification of Proposer's response, then UNLV may consider Proposer's exceptions when UNLV evaluates the Proposer's response.

- h) UNLV and its Purchasing Department reserve the right to enter into discussions with any one, or all of the Proposers after Proposals have been initially reviewed by UNLV. Such discussions may be for clarification of Proposal content contained in a responsive Proposal and/or may result in request for a "Best and Final" offer from Proposer(s). Such responses shall be subject to all provisions, terms and conditions as set forth in the RFP, unless otherwise modified.
- i) Any governmental, state, or public entity within the State of Nevada may utilize this RFP at their option to obtain goods or services at the agreed upon price(s) throughout the term of the resulting Contract with the authorization of the successful Proposer(s). UNLV is not liable for the obligations of the governmental entity which joins or uses the resulting Contract.
- j) The award of the contract is contingent upon the approval by the Board of Regents.

4. **COMPLIANCE**

Proposers are required to comply with all applicable OSHA, EPA, ADA, HIPAA, FERPA, NCAA, GLBA provisions and any and all other relevant state and federal standards, codes and regulations that may apply.

5. **CONFIDENTIAL TREATMENT OF INFORMATION**

Proposers shall preserve in strict confidence any information obtained, assembled or prepared in connection with the performance of this RFP.

6. **CONFLICT OF INTEREST**

Companies submitting a Proposal in response to this RFP 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.

7. **DEFAULT OF CONTRACT**

In case of default of the Contract by Contractor, UNLV may procure the articles or services from the other sources and hold the Contractor responsible for any excess cost occasioned thereby; provided, that if public necessity requires the use of materials or supplies not conforming to the specifications they may be accepted and payment therefore shall be made at the proper reduction in price or increase in Royalty Fee payment, as applicable.

8. **DISQUALIFICATION OF PROPOSERS**

Proposers may be disqualified and rejection of Proposals may be recommended by the Purchasing Department for any of (but not limited to) the following causes:

- a) Failure to use the forms furnished by UNLV.
- b) Lack of signature by an authorized representative on the RFP Response Form or to comply with any applicable reporting requirements.
- c) Failure to properly provide a full response in the RFP Response Form, Pricing Response Form or Royalty Response Form, as applicable.

- d) Evidence of collusion among Proposers.
- e) Unauthorized alteration of forms.
- f) Failure to submit requested documents.
- g) Failure to furnish proof of receipt of any addendum pertaining to a particular project.
- h) Any Proposer who has defaulted on prior Contracts or is guilty of misrepresentation by any member of that particular Company.
- i) Failure to comply with submission instructions.
- j) UNLV reserves the right to waive any minor informality or irregularity.

9. **FAILURE TO FURNISH AT SPECIFIED**

If a successful Proposer fails to furnish any item at the price specified in this RFP, whether such failure is due to a mistake of fact by the Proposer or any other reason, the Director, may cause the name of such Proposer to be removed from the list containing the names of prospective Proposers to whom Request for Proposals are mailed, for such period of time, not exceeding 1 year or less than 6 months, or the payment of a penalty of five percent (5%) of total price of all items on which was submitted (or an additional payment of five percent (5%) of the total Royalty Rate owed to UNLV, as applicable), as the Director may determine.

10. **FREIGHT TERMS**

All freight terms must be F.O.B. destination.

11. **INSPECTION AND ACCEPTANCE**

Inspection and acceptance will be made at destination.

12. **PAYMENT TERMS**

Payments shall be made within thirty (30) 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.

13. **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.

14. **PROTESTS**

Any Proposer or Contractor who is allegedly aggrieved in connection with the solicitation or award of a Contract may protest. The protest must be submitted in writing to the Director, within seven (7) days after such aggrieved person knows or should have known of the facts giving rise thereto. If the protest



## UNLV RFP 692-BC

is not resolved by mutual agreement, the Director will promptly issue a decision in writing to the protestant. If the protestant wishes to appeal the decision rendered by the Director, such appeal must be made in writing to the Senior Vice President for Finance & Business within five (5) days of the receipt of the decision by the Director. The decision of the Senior Vice President for Finance & Business will be final. The Senior Vice President for Finance & Business need not consider protests unless this procedure is followed.

To be considered, all protests must identify the following:

- a) The name, address, and telephone number of the protester,
- b) The signature of the protester,
- c) Identification of the solicitation title and number being protested,
- d) A detailed statement of the legal and factual grounds of the protest, including copies of relevant documents, and
- e) The form of relief requested.

## 15. **SAMPLES**

As applicable, Proposers may be required to furnish a sample of the product being offered after the RFP opening for further evaluation. Proposers will be responsible for any charges involved in shipping and picking up their samples.

## 16. **SMALL AND LOCAL BUSINESS CONCERNS REPORTING REQUIREMENTS**

UNLV supports equal opportunity for minority owned, women-owned, and other small disadvantaged business enterprises (*MWDBE*) to compete for contracts awarded by UNLV. UNLV also supports efforts to encourage local businesses to compete for UNLV contracts. In addition, UNLV supports finding opportunities for such (*MWDBE*) and local business concerns to participate as subcontractors or Tier 2 suppliers in large contracts. A "tier 2 supplier" or subcontractor is a supplier who is contracted for goods or services with the prime Contractor, and may include, but is not limited to (*MWDBE*) and local business enterprises.

- a) In compliance with NSHE policy, a Proposer responding to any RFP for the purchase of goods or services that is **anticipated to exceed \$1,000,000 at any time during the life of the Contract** shall provide the following reporting information in its response:
  - (1) Proposer's historical and anticipated commitment to Tier 2 MWDBE and local business enterprises. At a minimum, Proposer must provide historical information for the most recently completed fiscal year (July 1 through June 30) and their anticipated commitment to the current fiscal year in which this RFP is issued.
  - (2) A listing of Tier 2 suppliers, including local and MWDBE suppliers, that will be given the opportunity to be considered and/or utilized as subcontractors for any work performed as a result of this RFP. The listing must include the following information:
    - The name, city and state
    - Type of Tier 2 status (local, women owned, minority/and or disadvantaged)
    - Any certification of such status including the entity granting the certification if applicable
  - (3) This is a reporting requirement and will not be used for evaluating any Proposal. However, failure to provide a complete Proposal in response to this RFP could result in rejection of the submittal as incomplete.
- b) Any award from this RFP that results in a Contract for goods or services that is **anticipated to exceed \$1,000,000 at any time during the life of the Contract** will require the Proposer to

provide, at a minimum, annual reports listing expenditures with MWDBE and Local Subcontractors. These reports pertain only to expenditures that are directly attributable to the UNLV prime Contract.

The report shall contain the following information:

- The name, city and state; type of Tier 2 status (local, women owned, minority/and or disadvantaged); and any certification of such status including the entity granting the certification if applicable. If a business concern meets more than one definition (e.g. local and women-owned, or minority and women owned), that should be identified
- A description of the goods or services purchased
- The amount of expenditures with the subcontractor attributed to the prime Contract for the most recent completed fiscal year (July 1 through June 30)
- The reporting information must be available to UNLV by September 15

a) Definitions

- (1) Definition of Local Business Enterprise. "Local Business Enterprise" is intended to mean a business concern that is a) owned 51% or more by Nevada residents, b) is headquartered in Nevada, or c) a majority of employees of the business are Nevada residents.
- (2) Definition of Disadvantaged Business Enterprise (DBE). "Disadvantaged Business Enterprise" is intended to mean a business concern owned by a minority or woman that is at least fifty-one percent (51%) unconditionally owned by one or more minority or women individuals who are both socially and economically disadvantaged, or a publicly owned business that has at least fifty-one percent (51%) of its stock unconditionally owned by one or more such individuals and that has its management and daily business controlled by one or more such individuals. Individuals who certify that they are a member of named groups, i.e. African Americans, Hispanic Americans, American Indians and Alaska Natives (Eskimos and Aleuts) and Asian and Pacific Island Americans are to be considered socially and economically disadvantaged.
- (3) Definition of Minority Business Enterprise (MBE). "Minority Business Enterprise" is intended to mean a business concern owned by one or more minority individuals that is at least fifty-one percent (51%) unconditionally owned by one or more minority individuals, or a publicly owned business that has at least fifty-one percent (51%) of its stock unconditionally owned by one or more such individuals and that has its management and daily business controlled by one or more such individuals. Individuals who certify that they are a member of named groups, i.e. African Americans, Hispanic Americans, American Indians and Alaska Natives (Eskimos and Aleuts) and Asian and Pacific Island Americans are to be considered socially and economically disadvantaged.
- (4) Definition of Women-Owned Business Enterprise (WBE). "Women-Owned Business Enterprise" is intended to mean a business concern owned by one or more women that is at least fifty-one percent (51%) unconditionally owned by one or more women, or a publicly owned business that has at least fifty-one percent (51%) of its stock unconditionally owned by one or more such individuals and that has its management and daily business controlled by one or more such individuals.
- (5) Definition of Disabled Veteran Business Enterprise (DVBE). "Disabled Veteran Business Enterprise" is intended to mean a business concern of which at least 51% of the ownership interest is held by one or more veterans with service-connected disabilities; that is organized to engage in commercial transactions; and that is managed and operated on a day-to-day basis by one or more veterans with service-connected disabilities. This includes a business which meets the above requirements that is transferred to the spouse of a veteran with a service-connected disability upon the death of the veteran, as determined by the United States Department of Veterans Affairs.

(6) Definition of Small Business Enterprise (SBE). "Small Business Enterprise" is intended to mean a business concern which performs a commercially useful function, is not owned and controlled by individuals designated as minority, women, veterans, or physically-challenged, and where gross annual sales does not exceed \$2,000,000.

b) All Proposers, by signing this RFP Response Form, certify that they are an Equal Opportunity/Affirmative Action Employer, unless otherwise stated.

17. **SUSTAINABILITY**

a) A key focus of UNLV is to minimize the impact the procurement of goods and services has on the local environment. UNLV is committed to sustainable economic, social, and environmental practices in all operations involving UNLV. It is important that Proposers share this commitment as well. Therefore, sustainable goods and services should be offered whenever available or specifically when required in the RFP.

b) UNLV may request the successful Proposer to provide reports related to sustainability on all goods and services provided under its Proposal. Reports may include, but are not limited to: sustainable attributes of each product or service, the dollar and percentage amount spent on sustainable or environmentally preferred products and services, and the total amount spent by UNLV.

c) All electronic equipment UNLV purchases must be Energy Star rated (or, if there is no Energy Star rating for the desired equipment, energy efficient models or substitutes are preferred). The requirement to purchase Energy Star rated equipment will improve UNLV's energy and financial performance while distinguishing our institution as an environmental leader.

18. **TAXES, LICENSES AND PERMITS**

a) It is the Proposer's responsibility to secure all required licenses, permits and insurance necessary for the proper execution and completion of the work/Services involved. 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.

c) NSHE/UNLV is exempt from Nevada State sales tax as provided by Nevada Revised Statutes 372.325 and 374.330. The NSHE/UNLV State Tax Exempt Number is RCE-000-441. The Federal Tax ID number is 88-6000024.

19. **EQUAL EMPLOYMENT OPPORTUNITY**

UNLV is an Equal Opportunity/Affirmative Action educator and employer committed to achieving excellence through diversity. All qualified applicants will receive consideration for employment without regard to, among other things, race, sex, color, creed, ethnicity, religion, age, marital status, pregnancy, gender, gender identity, gender expression, genetic information, veteran's status, national origin, physical or mental disability, or any other factor protected by anti-discrimination laws. UNLV employs only United States citizens and individuals lawfully authorized to work in the United States. Women, under-represented groups, individuals with disabilities, and veterans are encouraged to apply.

**SECTION D**  
**SCOPE OF WORK/SPECIFICATIONS**

UNLV requires a Contractor to provide a full spectrum of practice management services under the direction of the UNLV School of Medicine, including revenue cycle functions, for all professional medical services provided by UNLV Faculty Practice providers. Proposers are encouraged to include any other recommended services that they provide even if not specifically mentioned in this Scope of Work. The award of a Contract is contingent upon the approval by the Board of Regents.

UNLV practices will begin operations on July 1, 2017 and will likely utilize Centricity GE for practice management and EMR functionality. UNLV practices may “go live” on Epic Revenue Cycle and EMR on January 1, 2018. Contractor should be able to operate in both systems and to make recommendations with respect to viable alternatives. Additionally, contractor will be asked to outline the approach to support Epic implementation activities and practice transition from Centricity to Epic, including A/R management, A/R cut over strategy and Centricity A/R and legacy systems wind down (to include legacy A/R management and wind down). Epic implementation activities to be provided by the contractor will be to support UNLV’s existing Epic Project team, by providing guidance as it relates to industry best practice and business standards unique to ambulatory practices. Support will be required throughout workflow design, build, training and go live of Epic Cadence, PB and ambulatory EMR modules.

This RFP does not include management of physicians, physician recruitment, or physician hiring or dismissal decisions.

UNLV reserves the right to award to multiple vendors. UNLV will evaluate the management areas set forth in this section, as well as the Proposal as a whole. Proposers are encouraged to partner with other companies to provide a complete package. Proposers must address the criteria below for each area individually that they are submitting a proposal to be evaluated. UNLV’s intent is to award all areas to one Proposer but may award on an individual basis, if in the best interest of UNLV.

UNLV desires the Contractor to provide enterprise physician management services, at minimum, in the following areas:

- Faculty Practice Plan management and supervision
- Clinic leadership support
- Clinic practice management
- Managed care contracting
- Credentialing and enrollment
- Charge master and fee schedule maintenance
- Revenue Cycle Operations and Reporting
- Financial verification and clearance
- Authorization and referral management
- Coding and clinical charge capture
- Billing and claims management
- Claim follow-up and denial management
- Patient billing and collections
- Payment and transaction processing
- Customer service and call center
- Vendor management
- Patient records and medical record documentation
- Documentation and collection
- Responses to payer audit

- Additional services may include but not limited to building risk models and population health management.

### **Enterprise Practice Management Services**

The Contractor will perform all practice management services for UNLV clinic sites and onboarding of new sites as they are added to the network in compliance with all NSHE and UNLV policies. Services may include some or all of the following:

Faculty Practice Plan Management and Supervision. The Contractor will provide supervision and oversight of all non-clinical functions to all UNLV clinics sites, including management and administration of the following business functions:

1. New Provider Onboarding. As new providers are employed at clinic sites, perform all administrative tasks including credentialing, enrollment with all clinic payors and group contracts, creation of provider and schedules in all relevant systems (Centricity, Epic, etc.), evaluation of and provision of appropriate support staff.
2. Records Maintenance. Prepare and maintain business records, papers, documents, ledgers, journals and reports relating to the business operations of the clinic sites.
3. Accounting. Administer all accounting procedures, controls, forms and systems in a format and per standards reasonably approved by UNLV.
4. Financial Reporting. Prepare monthly, quarterly and annual financial reports, reflecting the business operations conducted at the clinic sites.
5. Financial Planning. Perform financial planning for the business operations conducted at the clinic sites, including the preparation of the annual budget and quarterly forecasts, on a collaborative basis with UNLV.
6. Accounts Payable Processing. Process accounts payable transactions needed in the ordinary course of business.
7. Cash Management. Deposit collected revenues and maintain operating accounts for accounts payable and payroll, refunds, etc.
8. Employee Records and Payroll Processing. Provide and process all employee record keeping, payroll accounting, including social security and other payroll tax reporting and insurance for all Contractor and Sub-Contractor employees.
9. Employee Benefits Administration. Perform the administration of payroll taxes, workers' compensation insurance, unemployment insurance, qualified retirement plans, insurance benefits, and any other benefit programs for all Contractor and Sub-Contractor Employees.
10. Patient Experience. Develop and implement processes and policies and support and enhance a positive patient experience.
11. Information Systems. Support and maintain all current and future information systems.
12. Marketing. Develop and execute successful marketing campaigns to promote awareness of and utilization of clinics.

13. Human Resources. Administer and manage all human resource needs for physicians and non-physician staff.
14. Safety and Quality. Develop and manage safety and quality programs for the clinics, including:
  - a. Quality and Safety Reporting
  - b. Population Health/Clinical Informatics
  - c. Registry management
  - d. PCMH management
  - e. Scope of practice guidelines (APP's, etc.)
15. Support New Clinic Creation. As new clinics are created, support the opening of new facilities.

Clinic Leadership Support. Assume supervisory and management responsibilities for all UNLV clinics. Provide input into current clinic staffing, recommend staffing and organizational structure changes as needed and support the staff recruitment process. Please propose your management and staffing strategy, which may include the following:

1. Site Operational Personnel: Receptionists, technicians, secretaries, clerks, managers/supervisors, purchasing personnel, licensed vocational nurses, registered nurses, medical assistants, and coding staff.
2. Central Operational Personnel: Centralized employees performing billing, patient access, and /or customer service functions, information technology personnel, finance and human resources personnel and management personnel.
3. Provide training, and manage and supervise all Site Operations Personnel and Central Operations Personnel; hire and fire all Support Personnel; determine the salaries, fringe benefits, bonuses, health and disability insurance, workers' compensation insurance and any other benefits for all Support Personnel; and be responsible for any appropriate disciplinary action required to be taken against Support Personnel.

Clinic Practice Management. Propose and implement best practices for patient flow and clinic management for each site. This should include review, updates, implementation and supervision of new practice policies, procedures and workflows at each site.

Managed Care Contracting. Assist in the negotiation of the terms and conditions of all managed care agreements with all health maintenance organizations, prepaid health plans, preferred provider organizations, self-insured employers, insurance companies and other payors. Review current contract rates under existing managed care agreements and provide analysis of the rates of major third party payors with high frequency procedures. Provide and implement a process to ensure current negotiated rates are being accurately paid by the third party payors.

Credentialing and Enrollment. Prepare and submit all Form 855s and other forms and applications necessary for credentialing and billing and collection purposes.

Charge Master & Fee Schedule Maintenance. Provide and maintain charge masters and associated fee schedules for all UNLV charges. Provide annual reviews and updates to fee schedules as needed.

Revenue Cycle Operations and Reporting. Provide monthly practice management and revenue cycle report for each site to include:

## UNLV RFP 692-BC

1. Accounts Payable Aging Report
2. RVU and WRVU Report
3. CPT Code Report
4. Age Trial Balance
5. Collections
6. Summary Collections Forecast Report
7. Charges, Payment and Adjustments
8. Adjustments with Reason Codes
9. Refunds
10. Contractual Analysis – Charge Amount, Contract Rate, Expected Payment and Expected Adjustment
11. Monthly Trended Net Revenue per visit by Provider, Payor or Plan
12. Daily Trended Report with Visits, Charges and Net Revenue
13. Daily Trended Report with Visits, Charges, Net Revenue and Scheduled Visits
14. Physician Dashboard
15. Key Indicator Report, including relevant and agreed upon operational and performance metrics
16. New and Established Patient Office Visits
17. Cancellations – No Shows
18. CPT code utilization reports, by provider, and Evaluation and Management CPT code utilization and distribution pattern reports, by provider, for all UNLV providers
19. Audit and tracking reports, including productivity, rejections, errors, and eligibility claim status with breakdown by third-party payer, insurance eligibility and electronic file transfer

### **Revenue Cycle Services**

UNLV requires multi-specialty revenue cycle services. Proposer should be able to demonstrate an ability and competency to handle a high volume of professional fee services/accounts on a daily basis with a proven track record for accuracy and recovery rate.

The selected vendor will perform all revenue cycle services in accordance with federal, state and applicable third-party payer regulations, which will include the following:

Financial Verification and Clearance. Perform all financial clearance tasks for patients receiving services at clinic sites, including insurance eligibility and PCP assignment. Update patient demographic and/or insurance information when received from patients or notified by other third party sources and re-bill accordingly

Authorization and Referral Management. Obtain and verify all authorizations for services and provider referrals required for patient care rendered at clinic sites. Regularly monitor, as part of financial clearance, authorizations and obtain additional authorizations or referrals as needed prior to patient care.

Billing and Claims Management. Implement billing processes that produce accurate claims for each physician and billing non-physician provider of UNLV. Perform all billing and collection functions for professional fees generated from services rendered at UMC Hospital and all professional medical and ancillary services generated from services rendered at UNLV clinic sites. Billing services to include filing primary, secondary and tertiary insurance for patients and resubmit rejections and no action accounts; working unbilled claims within timely filing limits; and adapting to all government and third-party payer policy changes as necessary.

Claim Follow-up and Denial Management. Follow up on delinquent insurance accounts and communicate as necessary with all payers to resolve account issues. Appeal or re-bill accounts that

are rejected, denied or underpaid in accordance with all payer contracts and governmental regulations. Correct disputed contractual allowances. Work all correspondence to resolution related to submitted claims. Respond to legal documentation requests and subpoenas in a timely manner with the assistance of UNLV. Adjust accounts and write off immaterial balances according to UNLV instructions.

Patient Billing and Collections. Generate and mail patient billing statements for self-pay balances. Follow up on patient collections per UNLV approved dunning cycles and move patients through collections process as necessary.

Payment and Transaction Processing. Ensure processes are established to receive all payment and reimbursement notices from UNLV's bank lockboxes and post payments to the appropriate patient account. Audit reimbursement process to detect and correct process problems, confirm carrier payments meet terms of contract and provide follow up collection services on underpayments.

Customer Service and Call Center. Respond to inquiries received by mail from patients and/or third-party payors. Provide patient toll free telephone number and perform all customer service functions. Prepare patient discount requests, and establish patient payment plans with UNLV guidance.

Vendor Management. Refer accounts to collection agency monthly as defined by UNLV policies. This includes adjusting the balance and verifying that the adjusted amount matches the amount referred to collections. Manage collection vendor performance and maintain a positive working relationship with vendors.

Patient Records and Medical Record Documentation. Provide all services related to the maintenance of patient medical records, including scanning, indexing, the management of medical record release and record retrieval services.

Documentation and Collection. Keep and maintain all appropriate documents and records necessary to support fees charged for professional medical and ancillary services. Maintain complete and accurate records of all fees, charges and billings of all services.

Responses to Payer Audit. Provide timely and appropriate responses to payer audits, including CMS RAC program. Contractor will inform UNLV of notice of audit and outcome of audits with recommendations for appropriate corrective action should documentation shortfalls or billing errors be discovered.

### **Revenue Cycle Coding and Clinical Charge Capture**

Provide coding services and manage coding staff. Implement and maintain coding guidelines for the accurate and proper coding of medical services (which includes assignment of CPT-4 codes, modifiers, units of service, ICD-10 codes), and place of service codes. In performing these services, vendor shall assess provider documentation for completeness and accuracy to support coding and billing. Vendor shall:

1. Audit the quality of coding and adherence to coding guidelines based on provider documentation
2. Evaluate assignment of CPT, HCPCS, Modifiers, and ICD-10 codes based on coding source documents
3. Apply coding rules and regulations for professional billing



4. Comply with all State of Nevada (or applicable state) Medicare Audit Contractor (MAC) regulations, including the National Correct Coding Initiative (NCCI) and Teaching Physician regulations
5. Adhere to State of Nevada (or applicable state) Medicaid coverage guidelines
6. Evaluate coding assignment based on AMA and CMS Documentation Guidelines (1995 and 1997) for E&M Services
7. Implement monitoring processes that maintain coding accuracy for each billing provider resulting in a claims error rate of no greater than 5% for each provider
8. Implement a Compliance Plan that includes processes to maintain and validate claims accuracy and support UNLV compliance efforts.
9. Provide annual updates of billing and coding tools, claims edits and staff and physician education related to code changes, deletions and additions relevant to UNLV providers.
10. Develop a Coding Quality Assurance program to review and monitor provider coding accuracy.
11. Provide physician and staff training for coding updates and coding remediation as part of the Coding Quality Assurance program.
12. Provide documentation tools, templates and system reports to support physicians' and non-physician clinical staff's timely, accurate and complete medical record documentation per AMA/CMS documentation and coding guidelines and payer-specific contractual requirements and rules.

Vendor staff assigned to perform the audit and education functions shall consist of:

1. Certified coding specialist-physician based (CCS-P)
2. Certified professional coder (CPC)
3. Qualified staff possessing equivalent or superior credentials as agreed upon in writing by UNLV

### **Epic Implementation**

UNLV practices will begin operations on July 1, 2017 and anticipates utilizing Centricity GE for practice management and EMR functionality. UNLV practices is anticipated to "go live" on Epic Revenue Cycle and EMR on January 1, 2018. Proposer should demonstrate experience operating in both systems and/or provide alternative solutions. Additionally, Proposers will be asked to outline their approach to support Epic implementation activities and practice transition from Centricity to Epic, including A/R management, A/R cut over strategy and Centricity A/R and legacy systems wind down (to include legacy A/R management and wind down). Epic implementation activities to be provided by the Proposer will be to support UNLV's existing Epic Project team, by providing guidance as it relates to industry best practice and business standards unique to ambulatory practices. Support will be required throughout workflow design, build, training and go live of Epic Cadence, PB and ambulatory EMR modules. Successful proposers should be able to demonstrate past experience supporting Epic implementations, transition from prior systems to Epic and post go live activities.

Implementation advice and support will include the following activities:

Ambulatory Workflow Guidance. Provide guidance and advice regarding the unique characteristics of ambulatory practices that should be considered during the Epic implementation.

Design and Implementation. Provide advice regarding benefits and trade-offs of key design decisions, particularly those that will align UNLV with industry best practices.

Testing. Provide advice regarding Epic testing plans including identification of high risk workflows that may require additional testing.

Training. Provide advice regarding training plans for all staff. Identify beneficial opportunities for training supplemental to standard Epic-provided end-user training.

Go-live management. Provide advice regarding go live performance goals, benchmarks and KPIs. Provide support and guidance to practice leadership during go live.

**SECTION E**  
**PRICING RESPONSE FORM**

Proposers must provide pricing below for each area of the scope of work that they are submitting a proposal to be evaluated. Pricing should be a not to exceed amount based on Medical Group Management Association (MGMA) benchmarking data per category and Management Services Organization (MSO) and Leadership Services for an effective, efficient and successful faculty practice.

ITEM	DESCRIPTION	NOT TO EXCEED AMOUNT
1	Enterprise Practice Management Services	\$
2	Revenue Cycle Services	\$
3	Revenue Cycle Services: Coding and Clinical Charge Capture	\$
4	Epic Implementation	\$

Provide further information regarding how the above not to exceed amounts were determined. Provide any other important information regarding pricing proposed above. Attach any additional information related to Proposer's price proposal.

In the event that UNLV may desire to request additional services that are outside of the scope of work as proposed in your RFP response, please provide the services your firm provides and rate(s) for those services. Additional sheets may be submitted.


TITLE	RATE

**Firm Name:** \_\_\_\_\_

**Authorized Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**EXHIBIT A**  
**SAMPLE CERTIFICATE OF INSURANCE**

	<b>CERTIFICATE OF LIABILITY INSURANCE</b>	DATE (MM/DD/YYYY):																					
		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.																					
<b>IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).</b>																							
PRODUCER	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):																					
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.																							
INSR LTR	TYPE OF INSURANCE	ADDL SUBR (RSD, WVD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS																	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GENL. AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>				EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000																	
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ 500,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$																	
	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED: RETENTION \$	<input type="checkbox"/> <input type="checkbox"/>				EACH OCCURRENCE \$ AGGREGATE \$																	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ 500,000																	
	PROFESSIONAL LIABILITY PROJECT SPECIFIC (IF APPLICABLE)	<input type="checkbox"/>																					
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) ENDORSEMENTS/SPECIAL PROVISIONS																							
<b>CERTIFICATE HOLDER</b>				<b>CANCELLATION</b>																			
BOARD OF REGENTS NEVADA SYSTEM OF HIGHER EDUCATION 4505 MARYLAND PARKWAY LAS VEGAS, NEVADA 89154-1033				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.																			
				AUTHORIZED REPRESENTATIVE																			

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ACORD 25 (2014/01)

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# UNLV | PURCHASING & CONTRACTS

## EXHIBIT B MINIMUM CONTRACT TERMS FOR THE RFP FOR THE UNIVERSITY OF NEVADA, LAS VEGAS

These Minimum Contract Terms set forth the minimum Contract terms and conditions that will be applicable to a Contract resulting from this RFP. The final Contract will include details specific to the scope of this RFP, and any services which are excluded, due to existing agreements or replacement agreements thereof. It is important to **note any objections** to these Minimum Contract Terms (**including all insurance requirements**), since the final Contract will be longer and contain more, rather than less terms and conditions than the following:

### CONTRACT TO PROVIDE FACULTY PLAN MANAGEMENT SERVICES FOR THE UNIVERSITY OF NEVADA, LAS VEGAS

This Contract #### (“**Contract**”) is made effective as of the date last signed below by any authorized signatory (the “**Effective Date**”) by and between the Board of Regents of the Nevada System of Higher Education (“**NSHE**”), on behalf of the University of Nevada, Las Vegas, School of Medicine (“**UNLV**”) and \_\_\_\_\_ (“**Contractor**”), and is based on the following facts:

#### RECITALS

UNLV requires a contractor that can provide faculty plan management services.

On February 7, 2017, UNLV issued its Request for Proposal No. 692-BC (the “**RFP**”) seeking proposals from qualified contractors to provide faculty practice management services in connection with the School of Medicine.

On \_\_\_\_\_, 20\_\_\_\_, Contractor submitted a proposal (“**Proposal**”) in response to the RFP. The Proposal was later modified by Contractor’s “Best and Final Offer” on \_\_\_\_\_, 20\_\_\_\_.

Based on the foregoing Recitals, and for other valuable consideration, the parties agree as follows:

#### AGREEMENT

##### ARTICLE I TERM

###### A. INITIAL TERM

The Contract shall commence as of the Effective Date and remain in effect for **two (2)** years, unless otherwise terminated in accordance with this Contract (“**Initial Term**” or “**Term**”).

**B. RENEWAL TERM**

Upon mutual written agreement this Contract may be renewed for two (2) additional one (2) year terms (“**Renewal Term(s)**” or “**Term(s)**”).

**C. CONTRACT EXTENSION**

Without renewing the Term of this Contract, UNLV shall have the right to extend this Contract for up to ninety (90) calendar days from its expiration date of the then applicable Term for any reason. Should UNLV exercise its right to extend this Contract for ninety (90) days beyond the expiration of this Contract, Contractor shall be entitled to receive consideration as provided for in this Contract, pro-rated for the period for which UNLV requests additional services.

**ARTICLE II  
SCOPE OF CONTRACT**

Contractor shall provide the services as further described in Exhibit A, as modified by Contractor’s Best and Final Offer, attached as Exhibit B (the “**Services**” which shall include any applicable Deliverable(s)).

This Contract, together with all attachments, addenda, and exhibits, the RFP, the Contractor’s Best and Final Offer (including all modifications, but not including any legal terms and conditions), and the Proposal (including all modifications, but not including any legal terms and conditions constitutes the entire agreement between the parties and supersedes all previous agreements, whether written or oral between the parties with respect to the subject matter hereof, whether express or implied and shall bind the parties unless the same be in writing and signed by the parties. The parties further understand and agree that the other party and its agents have made no representations or promises with respect to this Contract, except as in this Contract expressly set forth. In the event of conflict among any of the terms and conditions set forth in any of the preceding documents, the terms and conditions of such documents shall govern in the following order of precedence: (1) this Contract, (2) the RFP, (3) Contractor’s Best and Final Offer (including all modifications, but not including any legal terms and conditions), and (4) the Proposal (including all modifications, but not including any legal terms and conditions Contractor agrees to be bound by any warranties and representations made by Contractor in the Proposal and shall notify UNLV immediately if there are any material changes to the warranties and representations set forth by Contractor in its Proposal, as applicable.

UNLV may, at its sole option, develop additional job-specific scopes of work (“**Scopes of Work**” or “**SOW**”). In the event that UNLV elects to request additional services from Contractor, additional scope, schedule, and compensation will be negotiated with Contractor. Nothing in this Contract shall be construed as guaranteeing Contractor that any additional Scopes of Work will be actually requested.

**ARTICLE III  
CONSIDERATION**

The amount to be paid to Contractor for work performed under this Contract is estimated to be \$X. The total amount for Contractor’s Proposal shall not exceed X. Notwithstanding the foregoing, UNLV, at its sole discretion may request additional Y at the same unit pricing.]

Except as expressly provided for herein, all Contractor prices are inclusive of expenses.

In the event that UNLV requests additional services from Contractor during the Term of this Contract or during any allowable Renewal Term(s), payments shall be made as agreed to between Contractor and UNLV, but in no case will payments for such additional services be made until such services are performed and accepted by UNLV. Any such payments and any such payment schedules shall be as negotiated between UNLV and Contractor prior to the commencement of any work or Services.

Prices are to remain firm for the Initial Term of this Contract. In the event Contractor would like to request a price increase the following procedures apply.

- 1) Contractor should send a written notice requesting an increase a minimum of ninety (90) calendar days prior to the expiration of the then current Contract Term.
- 2) Contractor should submit with the request, supporting documentation which may include updated manufacturer's list prices, copies of applicable indexes, etc. Other documentation may be required.
- 3) Any allowable price increases will take effect at the beginning of the new Contract Term.
- 4) UNLV alone shall determine whether a price increase will be allowed for the applicable Renewal Term, but in no event shall any Renewal Term unit prices for any Services or materials increase by more than five percent (5%) above the price of the proceeding Term.
- 5) In the event of a decrease, Contractor is responsible for passing along the savings to UNLV.

Except as otherwise explicitly set forth in the Contract, all payment for Services may be invoiced upon the delivery of any applicable products/Deliverable(s) or the satisfactory completion of all Services requested during the Term, as applicable.

All products/Deliverable(s) shall be shipped FOB destination. Contractor is responsible for all shipping costs. UNLV shall use the UNLV FedEx account to pay any shipping costs. OR UNLV may elect, at its sole discretion, to use the UNLV FedEx account for shipping.

All payments shall be made within thirty (30) days of acceptance of the related invoice. Should the acceptance of such invoices be in doubt, Contractor shall not be due any interest or penalty on any unpaid amounts.

#### **ARTICLE IV DEFAULT**

##### **A. DEFAULT BY CONTRACTOR**

UNLV shall provide Contractor written notice of any material breach of this Contract. Should Contractor fail to cure such material breach within ten (10) business days following receipt of written notice, UNLV shall have the right at its sole discretion, in addition to all other applicable remedies at law or in equity, to terminate further performance of this Contract. On the effective date of the termination, Contractor shall terminate all work and take all reasonable actions to mitigate expenses, and Contractor shall immediately refund UNLV a pro-rata amount of any advance or prepaid unearned monies. In case of default by Contractor, the UNLV reserves the right to hold Contractor responsible for any actual, consequential, and incidental damages.

##### **B. DEFAULT BY UNLV**

Contractor shall provide UNLV written notice of any material breach of this Contract. Should UNLV fail to cure such material breach within ten (10) business days following receipt of written notice, Contractor shall have the right, in addition to all other applicable remedies at law or in equity, to terminate further performance of this Contract. Notwithstanding the foregoing, on the date of termination for a material breach by UNLV, Contractor shall terminate all work and take all reasonable actions to mitigate expenses. Notwithstanding anything to the contrary herein and regardless of choice of law, UNLV hereby asserts and shall be entitled to claim sovereign immunity and be entitled to all applicable liability limits and statutory protections, including, but not limited to those set forth in NRS Chapter 41.

#### **ARTICLE V INSURANCE, LIABILITY & INDEMNIFICATION**

##### **A. INSURANCE**

UNLV RFP 692-BC

Contractor shall be fully responsible for and shall indemnify UNLV for any acts or omissions of any contractors, subcontractors, design builders, subdesign builders, architects, subarchitects, engineers, consultants, subconsultants, service providers, and vendors engaged by Contractor to perform any of the Services (collectively, "**Subcontractor(s)**"). Contractor (which for the purposes of this Article shall include Subcontractor(s)) is required, at its sole expense, to procure, maintain, and keep in force for the duration of this Contract, work, Services or event, the following insurance coverage conforming to the minimum requirements specified below unless a change is specifically agreed to in writing by UNLV. The required insurance shall be in effect on or prior to the commencement of the Contract, work, Services or event by Contractor and shall continue in force as appropriate until the latter of:

- Final acceptance, or
- Such time as the insurance is no longer required under the terms of this Contract.

1) Commercial General Liability –

- Must be on a per occurrence basis.
- Shall be at least as broad as Insurance Services Office ("**ISO**") form CG 00 01 10 01 and shall cover liability arising from premises, operations, independent contractors, Subcontractors, completed operations, personal injury, products, and liability assumed under this Contract.
- Limits of Liability: \$1,000,000 per occurrence and \$2,000,000 annual aggregate.

Professional Liability coverage of not less than \$1,000,000 per occurrence and \$2,000,000 in annual aggregate.

Cyber Liability insurance with limits of not less than \$1,000,000 per occurrence and an annual aggregate of \$2,000,000 covering claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alternation of electronic information, extortion and network security.

- 2) Automobile Liability – For Services not exceeding \$1,000,000 the minimum limit of liability required is a Combined Single Limit ("**CSL**") of \$500,000 per occurrence. For Services exceeding \$1,000,000 the minimum limit of liability required is a CSL of \$1,000,000 per occurrence. Coverage shall include owned, non-owned, and hired vehicles and be written on ISO form CA 00 01 10 01 or a substitute providing equal or broader liability coverage.
- 3) Workers' Compensation - Employers Liability Limits shall be at least \$100,000 per occurrence and for occupational disease. Workers' Compensation is required by law for anyone with employees. Sole proprietors and corporate officers can waive coverage with mandatory affidavit available from UNLV. If providing services, 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.
- 4) Subrogation must be waived against "The Board of Regents of the Nevada System of Higher Education."
- 5) "The Board of Regents of the Nevada System of Higher Education" must be named as an Additional Insured on all primary and excess / umbrella liability policies (excluding professional liability) affording the broadest possible coverage. Endorsements shall be submitted to allow blanket addition as required by the Contract or individualized endorsement naming NSHE/UNLV as an additional insured.
- 6) Insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention and shall not exceed \$5,000 per occurrence, unless otherwise specifically agreed to in writing by UNLV. Such approval shall not relieve Contractor from the obligation to pay any deductible or self-insured retention.



7) Policy Cancellation / Change in Policies and Conditions Notifications

Contractor shall:

- Have each of its insurance policies endorsed to provide ten (10) days' notice for non-payment of premium;
- Specify that the policies cannot be canceled, non-renewed, coverage and / or limits reduced or coverage materially altered that can affect UNLV without sixty (60) days' prior written notice to UNLV and the notices required by this paragraph shall be sent by certified mail to UNLV;
- Send to UNLV a facsimile copy of the policy cancellation and / or change of policy and conditions notice in this paragraph to UNLV within three (3) business days upon its receipt;
- Provide UNLV with renewal or replacement evidence of insurance no less than thirty (30) days before the expiration or replacement of the required insurance until such time as the insurance is no longer required by UNLV; and
- Immediately notify UNLV in writing and immediately replace such insurance or bond with insurance or bond meeting this Contract's requirements if at any time during the period when insurance is required by this Contract, an insurer or surety fails to comply with the requirements of this Contract.

8) Ensure the Primary Policy complies as follows–

- Contractor and parties contracting directly with UNLV must have its policy endorsed to reflect that its insurance coverage is primary over any other applicable insurance coverage available.
- Any insurance or self-insurance available to UNLV shall be in excess of and non-contributing with any insurance required.

9) Ensure the Loss Policy complies as follows– “The Board of Regents of the Nevada System of Higher Education” shall be named as loss payee as respects its interest in any property that Contractor has an obligation to insure on behalf of UNLV.

10) Ensure that its insurance policies be -

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

11) Provide Evidence of Insurance Requirements

Prior to the start of any work, Contractor must provide the following documents to UNLV:

- Certificate of Insurance: The ACORD 25 Certificate of Insurance form or a form substantially similar must to show evidence the insurance policies and coverage required of Contractor;
- Additional Insured Endorsement: Original Additional Insured Endorsement(s) signed by an authorized insurance company representative(s);
- Waiver of Subrogation Endorsement;
- Endorsement reflecting Contractor insurance policies are primary over any other applicable insurance; and
- Loss Payee Endorsement.

**B. OFFICIALS, OFFICERS, AGENTS, REGENTS AND EMPLOYEES OF NSHE/UNLV NOT PERSONALLY LIABLE**

In no event shall any official, officer, regent, employee, or agent of NSHE/UNLV in any way be personally liable or responsible for any obligation contained in this Contract, whether expressed or implied, nor for any statement, representation or warranty made or in connection with this Contract.

**C. INDEMNIFICATION**

Contractor shall indemnify, defend and hold harmless NSHE/UNLV, its officers, regents, employees, and agents from and against any and all liabilities, claims, losses, demands, actions, causes of actions, fines, penalties, debts, lawsuits, judgments, costs and/or expenses, arising either directly or indirectly from any act or failure to act by Contractor or any of its officers, employees, agents, or Subcontractors, which may occur during or which may arise out of the performance of this Contract (collectively, "**Claim(s)**"). NSHE/UNLV will be entitled to employ separate counsel and to participate in the defense of any Claim at its sole discretion and expense. Contractor shall not settle any Claim or threat thereof without the prior written approval of NSHE/UNLV, whose consent shall not be unreasonably withheld, where the settlement would require payment of funds by NSHE/UNLV or admit or attribute to NSHE/UNLV any fault or misconduct.

**ARTICLE VI  
MISCELLANEOUS PROVISIONS**

**A. APPROPRIATIONS**

The terms of this Contract are contingent upon sufficient appropriations and authorizations being made by UNLV for the performance of this Contract. If sufficient appropriations and authorizations are not made by UNLV, this Contract shall terminate, without penalty, upon thirty (30) calendar days' written notice being given by UNLV to Contractor, and Contractor shall immediately refund UNLV any pre-paid or advance unearned payments it made to Contractor.

**B. ASSIGNS AND SUCCESSORS**

Contractor shall not assign, transfer, or delegate any rights, obligations, or duties under this Contract without the prior written consent of UNLV. Notwithstanding the foregoing, Contractor shall be fully responsible to UNLV and shall indemnify UNLV for any acts or omissions of any Subcontractors hired by Contractor, regardless of whether UNLV consented to the use of any such Subcontractors.

**C. COMPLIANCE**

Contractor warrants and agrees that it will at all times during the Term(s), comply with all applicable local, state and federal standards, codes, statutes and regulations, including, but not limited to, OSHA, EPA, ADA, HIPAA, and provide upon request, proof of compliance with the foregoing.

**D. CONFIDENTIALITY**

Contractor acknowledges and agrees that it is to keep all confidential information secure and is not to disseminate or use any materials and/or data that belongs to UNLV, whether originals or copies. Contractor acknowledges that UNLV would be materially harmed if such confidentiality is not maintained and any referenced material and/or data was disseminated in any form without UNLV's prior written approval.

Contractor acknowledges and agrees that during the Term of this Contract, it may have access to nonpublic personal information relating to an identifiable individual (such as name, postal address, financial information,

UNLV RFP 692-BC

email address, telephone number, date of birth, Social Security number, or any other information that is linked or linkable to an individual) of UNLV alumni, employees, and students (collectively, “**UNLV User Data**”). Contractor acknowledges and agrees that UNLV User Data is highly sensitive and to afford it the maximum security Contractor can provide using commercially acceptable standards, no less rigorous than it protects its own customer and employee data. Contractor must abide by and agree to UNLV’s Acceptable Use of Computing and Information Technology Resources Policy provided at <http://oit.unlv.edu/about-oit/policies>. Contractor agrees to comply with all applicable laws and regulations relating to privacy, including, but not limited to the Family Educational Rights and Privacy Act (“**FERPA**”) and the Gramm-Leach-Bliley Act (“**GLBA**”). The Health Information Technology for Economic and Clinical Health Act (“**HITECH**”); the Health Insurance Portability and Accountability Act of 1996, Public Law 104-19 1 (“**HIPAA**”) and regulations promulgated by the U.S. Department of Health and Human Services (the “**HIPAA Regulations**”). Contractor also agrees to comply with all laws and regulations as set forth in more detail in the HIPAA Business Associate Agreement (“**BAA**”), attached hereto as Exhibit A of this Contract which Contractor shall contemporaneously execute.

Contractor shall immediately inform UNLV by telephone at (702) 895-1886, by email at [informationsecurityoffice@unlv.edu](mailto:informationsecurityoffice@unlv.edu), and in writing at the notice address of any information security incident, suspected unauthorized access, or breach involving UNLV User Data of which Contractor becomes aware.

Except as prohibited by law, Contractor agrees to immediately destroy all confidential data and UNLV User Data received hereunder upon termination or expiration of this Contract

Contractor agrees to stipulate to an entry of injunctive relief without posting bond, in order to prevent or remedy a breach of this Section. Contractor acknowledges and agrees that any violation of this Section is a material breach of this Contract, and entitles UNLV to immediately terminate this Contract without penalty and receive a pro-rata refund of any prepaid unearned monies paid by UNLV. This Section shall survive termination of this Contract.

#### **E. DEBARMENT/SUSPENSION STATUS**

By signing the Contract, Contractor certifies that it is not suspended, debarred or ineligible from entering into contracts with the Executive Branch of the Federal Government, or in receipt of a notice of proposed debarment from any state agency or local public body. Contractor agrees to provide immediate notice to UNLV in the event of being suspended, debarred or declared ineligible by any state or federal department or agency, or upon receipt of a notice of proposed debarment during the Term of this Contract.

#### **F. EQUAL EMPLOYMENT OPPORTUNITY**

UNLV is an Equal Opportunity/Affirmative Action educator and employer committed to achieving excellence through diversity. By signing this Contract, Contractor certifies that it and its Subcontractors do not discriminate against any employee or applicant for employment or person to whom it provides services because of race, sex, color, creed, ethnicity, religion, age, marital status, pregnancy, gender, gender identity, gender expression, genetic information, veteran’s status, national origin, physical or mental disability, or any other factor protected by anti-discrimination laws, and that it complies with all applicable federal, state and local laws and executive orders regarding employment. In the event Contractor or its Subcontractors are found guilty by an appropriate authority to be in violation of any such federal, state, or local law, UNLV may declare Contractor in breach of this Contract and immediately terminate this Contract, and Contractor shall immediately refund UNLV any prepaid or advance unearned monies that UNLV paid to Contractor.

#### **G. GOVERNING LAW**

The parties agree that the laws of the State of Nevada shall govern the validity, construction, interpretation, and effect of this Contract, excluding any laws or principals regarding the conflict or choice of laws. Any and

UNLV RFP 692-BC

all disputes arising out of or in connection with this Contract shall be litigated in a court of competent jurisdiction in Clark County, State of Nevada, and Contractor expressly consents to the jurisdiction of said court.

#### **H. HEADINGS AND INTERPRETATION**

The headings in this Contract are for 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. The words “will” and “shall” denote a mandatory requirement or obligation. The words “hereof,” “herein” and “hereunder” and words of similar import when used in this Contract shall refer to this Contract as a whole and not to any particular. The words “including,” “including without limitation,” and words of similar import shall not be deemed restrictive but rather shall be deemed illustrative examples.

#### **I. INDEPENDENT CONTRACTOR**

Contractor expressly agrees that Contractor’s employees and/or Subcontractors shall not be treated or considered as the servants and employees of UNLV, it being the intention of the parties that Contractor shall be and remain an independent contractor, and that nothing contained in this Contract shall be construed inconsistent with that status. Contractor covenants and agrees to save and hold harmless UNLV from and against any and all damages, claims, costs or expenses whatsoever, due to the existence of any applicable labor/employment codes, ordinances, and of any and all claims, costs and expenses in connection therewith under any claim or subrogation provided by said applicable codes, ordinances or otherwise.

#### **J. MODIFICATION**

No alteration, modification, amendment, or supplement to this Contract or any of its provisions shall be effective, enforceable or binding unless made in writing and duly signed by the parties.

#### **K. NOTICES**

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

UNLV as follows:                      Director of Purchasing and Contracts  
University of Nevada, Las Vegas  
4505 S. Maryland Parkway  
Las Vegas, NV 89154-1033

Contractor as follows:

#### **L. OWNERSHIP OF MATERIALS**

By signing this Contract, Contractor acknowledges that any materials and/or UNLV customer/user data that may result from its efforts, as related to this Contract, are the property of UNLV and, as such, may not be disseminated in any form whatsoever to any person, group or organization without the prior written authorization of UNLV. As applicable, Contractor shall provide good title to any applicable Deliverable(s), and Contractor shall execute any additional documents necessary to secure or renew UNLV’s rights in and to any applicable Deliverable(s). Contractor warrants that it is either the owner of all methodologies used and/or Deliverable(s) transferred/licensed (as applicable) hereunder or that it has all appropriate licenses or permissions necessary to perform the Services and/or transfer/license the Deliverable(s) (as applicable).

## UNLV RFP 692-BC

Contractor acknowledges and agrees that the Deliverable(s), for purposes of copyright law, are deemed a "work made for hire" basis as so defined within the meaning of the Copyright Act (Title 17 of the United States Code) and that, as between Contractor and UNLV, the Deliverable(s) and all reproductions thereof shall be the sole and exclusive property of UNLV free from any claims by Contractor or anyone deriving rights through them. Contractor hereby grants, sells, assigns, and transfers unto UNLV, its successors, and assigns, all and any of Contractor's interest, right, title, and other intellectual property rights without limitation in and to the Deliverable(s), as well as the right to secure and renew any applicable copyrights in the original and in all derivative works in the United States and all other countries of the world, the right to redistribute the Deliverable(s) in any form and the right to sue for past, present, and future infringement of such rights, in the name of UNLV. If, for any reason, the Deliverable(s) are not deemed to be a "work made for hire," this Contract shall operate as an irrevocable assignment of all rights thereto to UNLV, its successors, and assigns. And if for any reason the Deliverables are not designated as an assignment or a "work made for hire" then Contractor grants to UNLV, its successors, and assigns, a perpetual, exclusive, royalty-free license to use, copy, make, and redistribute the Deliverable(s) throughout the universe.

### **M. TAXES, LICENSES AND PERMITS**

It is the Contractor's responsibility to secure all required licenses, permits, franchises, lawful authority and insurance necessary for the proper execution and completion of the Services to be performed hereunder. Contractor warrants and agrees that it is, and shall remain for the duration of this Contract, a duly organized, validly existing entity, in good standing, with all the requisite power, permissions, licenses, permits, franchise, insurance and authorities necessary to provide the goods and/or Services. UNLV is exempt from paying state, local and federal excise taxes as provided by Nevada Revised Statutes ("**NRS**"). The NSHE/UNLV State Tax Exempt Number is RCE-000-441. The Federal Tax ID number is 88-6000024.

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. Contractor certifies that it has a current Nevada business license or it is exempt, and agrees to provide immediate notice to UNLV in the event the license is no longer valid.

### **N. TERMINATION FOR CONVENIENCE**

UNLV shall have the right at any time to terminate further performance of this Contract, in whole or in part, for any reason by providing Contractor with thirty (30) calendar days' written notice. Such termination shall be effected by written notice from UNLV to Contractor, specifying the extent and effective date of the termination. On the effective date of the termination, Contractor shall terminate all work and take all reasonable actions to mitigate expenses. Contractor shall submit a written request for incurred costs performed through the date of termination, and shall provide any substantiating documentation requested by UNLV. In the event of such termination, UNLV agrees to pay Contractor within thirty (30) calendar days after acceptance of invoice.

### **O. SEVERABILITY**

In the event any one or more of the provisions of this Contract shall for any reason be held to be invalid, illegal, or unenforceable, such provision(s) shall be treated as severable, leaving the remaining provisions of this Contract unimpaired, and the Contract shall be construed as if such invalid, illegal or unenforceable provision(s) were not present.

### **P. USE OF UNIVERSITY NAME AND/OR LOGO IN ADVERTISING**

Contractor acknowledges and agrees that it shall not use the name of the Board of Regents of the Nevada System of Higher Education; University of Nevada, Las Vegas; Nevada State College; or any other NSHE logos, marks, trademarks, trade names, trade dress, slogans, or other indicia of ownership of the foregoing

(collectively, "Marks"). Contractor further acknowledges and agrees that the Marks are the sole property of NSHE and that it shall not use any of the Marks in its advertising, or in the production of any materials related to this Contract, without the prior written approval of UNLV.

**Q. WAIVER**

A failure or delay of either party to enforce at any time any of the provisions of this Contract shall not be construed to be a waiver of a party's right to enforce strict compliance of such provisions(s) of this Contract.

**R. SMALL AND LOCAL BUSINESS CONCERNS REPORTING REQUIREMENTS**

- 1) UNLV supports equal opportunity for minority owned, women-owned, and other small disadvantaged business concerns ("MWDBE") to compete for contracts awarded by UNLV. UNLV also supports efforts to encourage local businesses to compete for UNLV contracts. In some situations, MWDBE and local business concerns may not have the depth or full capability to meet all the requirements of large contracts. Nevertheless, UNLV supports finding opportunities for such MWDBE and local business concerns to participate as Subcontractors or Tier 2 suppliers in large contracts.
- 2) If the purchase of goods or Services is **anticipated to exceed \$1,000,000 at any time during the life of the Contract**, Contractor must provide, at a minimum, annual reports listing expenditures with MWDBE and Local Business Enterprises (as defined below). These reports pertain only to expenditures that are directly attributable to the UNLV prime Contract. The report must be available to UNLV by September 15<sup>th</sup> of the applicable Contract year, and should contain the following information:
  - a) The name, city and state; type of Tier 2 status (local, women owned, minority/and or disadvantaged or Local Business Enterprise); and any certification of such status including the entity granting the certification if applicable. If a business concern meets more than one definition (e.g. local and women-owned, or minority and women owned), that should be identified;
  - b) A description of the goods or services purchased; and
  - c) The amount of expenditures with the Subcontractor attributed to the prime Contract for the most recent completed fiscal year (July 1 through June 30).
- 3) Definitions:

Definition of Local Business Enterprise. "Local Business Enterprise" is intended to mean a business concern that is a) owned 51% or more by Nevada residents, b) is headquartered in Nevada, or c) a majority of employees of the business are Nevada residents.

Definition of Disadvantaged Business Enterprise (DBE). "Disadvantaged Business Enterprise" is intended to mean a business concern owned by a minority or woman that is at least fifty-one percent (51%) unconditionally owned by one or more minority or women individuals who are both socially and economically disadvantaged, or a publicly owned business that has at least fifty-one percent (51%) of its stock unconditionally owned by one or more such individuals and that has its management and daily business controlled by one or more such individuals. Individuals who certify that they are a member of named groups, i.e. African Americans, Hispanic Americans, American Indians and Alaska Natives (Eskimos and Aleuts) and Asian and Pacific Island Americans are to be considered socially and economically disadvantaged.

Definition of Minority Business Enterprise (MBE). "Minority Business Enterprise" is intended to mean a business concern owned by one or more minority individuals that is at least fifty-one percent (51%) unconditionally owned by one or more minority individuals, or a publicly owned business that has at least fifty-one percent (51%) of its stock unconditionally owned by one or more such individuals and

## UNLV RFP 692-BC

that has its management and daily business controlled by one or more such individuals. Individuals who certify that they are a member of named groups, i.e. African Americans, Hispanic Americans, American Indians and Alaska Natives (Eskimos and Aleuts) and Asian and Pacific Island Americans are to be considered socially and economically disadvantaged.

Definition of Women-Owned Business Enterprise (WBE). "Women-Owned Business Enterprise" is intended to mean a business concern owned by one or more women that is at least fifty-one percent (51%) unconditionally owned by one or more women, or a publicly owned business that has at least fifty-one percent (51%) of its stock unconditionally owned by one or more such individuals and that has its management and daily business controlled by one or more such individuals.

Definition of Disabled Veteran Business Enterprise (DBE). "Disabled Veteran Business Enterprise" is intended to mean a business concern of which at least 51% of the ownership interest is held by one or more veterans with service-connected disabilities; that is organized to engage in commercial transactions; and that is managed and operated on a day-to-day basis by one or more veterans with service-connected disabilities. This includes a business which meets the above requirements that is transferred to the spouse of a veteran with a service-connected disability upon the death of the veteran, as determined by the United States Department of Veterans Affairs.

Definition of Small Business Enterprise (SBE). "Small Business Enterprise" is intended to mean a business concern which performs a commercially useful function, is not owned and controlled by individuals designated as minority, women, veterans, or physically-challenged, and where gross annual sales does not exceed \$2,000,000.

## **S. JOINDER**

Any governmental, state, or public entity within the State of Nevada may utilize this Contract at its option to obtain goods or services at the agreed upon price(s) throughout the term of the resulting contract with the authorization of Contractor. NSHE/UNLV is not liable for the obligations of the governmental entity which joins or uses the resulting contract.

## **T. AUDIT**

Contractor agrees to maintain and preserve its books and records in accordance with generally accepted accounting procedures for a minimum of three (3) years, or longer if required by an applicable law or regulation. Upon UNLV's request, during the Term or for a period of two (2) years thereafter, Contractor shall in a timely manner, allow UNLV, UNLV's internal auditor or a third party auditor retained by UNLV to audit and analyze Contractor's compliance with the provisions of this Contract, and shall cooperate with any competent regulatory body and shall allow such other access to Contractor's premises and relevant records where required by legal processes or applicable laws or regulations.

## **U. FITNESS FOR DUTY, INSPECTION, AND LOANED ITEMS OR FACILITIES**

Contractor shall ensure that it has engaged sufficient personnel with the expertise required for the successful provision of Services to comply with all the requirements set forth in the Contract or any applicable Scopes of Work or SOW. Contractor shall ensure that all Contractor personnel providing the Services (which shall include Contractor principals and Subcontractors) shall: i) report for work in a manner fit to do their job when providing Services for UNLV or on UNLV owned, leased, or operated property ("**Premises**") and ii) shall not be under the influence of or in possession of any alcoholic beverages or of any controlled substances (as defined by NRS 453.146 or any applicable federal law or statute) when providing Services for UNLV or on UNLV

## UNLV RFP 692-BC

Premises (except as properly prescribed to them by a physician and provided that it does not affect their ability to safely and proficiently provide the Services). Searches by UNLV representatives may be made of persons, personal effects, lockers, or other storage areas on UNLV Premises to detect evidence of unlawful substances or prohibited items which must not be brought onto UNLV Premises. Any supplies, equipment, tools, items, vehicles, carts, or facilities shall be loaned solely as a convenience to Contractor and are provided "as is" without any representations as to the condition, suitability for use, freedom from defect, or hazards.

### **V. SUSTAINABILITY**

- c) A key focus of UNLV is to minimize the impact the procurement of goods and services has on the local environment. UNLV is committed to sustainable economic, social, and environmental practices in all operations involving UNLV. It is important that Contractor share this commitment as well. Therefore, sustainable goods and services should be offered whenever available or specifically when required in the Contract.
- d) UNLV may request Contractor to provide reports related to sustainability on all goods and services provided. Reports may include, but are not limited to: sustainable attributes of each product or service, the dollar and percentage amount spent on sustainable or environmentally preferred products and services, and the total amount spent by UNLV.
- a) All electronic equipment UNLV purchases must be Energy Star rated (or, if there is no Energy Star rating for the desired equipment, energy efficient models or substitutes are preferred). The requirement to purchase Energy Star rated equipment will improve UNLV's energy and financial performance while distinguishing our institution as an environmental leader.

### **W. NO MALWARE WARRANTY**

Contractor warrants and represents that to the best of its knowledge and belief, that the links, data, CD-Roms, products, Deliverables and materials provided hereunder are free of viruses, trojans, use-driven destruction mechanisms, disabling devices, and malware, and that all products, CD-Roms, Deliverables, data and materials provided do not infringe on the intellectual property rights of any third party.

### **X. DATA STORAGE**

All UNLV User Data stored by Contractor shall be stored in the U.S. or Canada; encrypted at rest; and logically separated from Contractor's other customer data. All UNLV User Data shall be stored by Contractor in a SSAE 16 (or better) certified facility. Contractor shall notify UNLV in writing at least five (5) days before UNLV User Data is relocated to another facility and provide UNLV with the address and name of the new facility. In the case of an emergency, Contractor shall promptly notify UNLV if the UNLV User Data has been relocated and provide the address of the new facility. Contractor shall have the capacity to leverage encryption to protect data and virtual machine images during transport across and between networks and hypervisor instances; to manage encryption keys on behalf of UNLV; and shall maintain key management procedures. Any websites used to access or provide the Services shall be HTTPS using SSL or TSL (or better) encryption.

### **Y. UPTIME**

For the avoidance of doubt and notwithstanding anything to the contrary herein, UNLV shall be entitled to terminate this Contract without penalty and be entitled to a pro-rata refund in the event that the website or online Services has less than a 99.5 % uptime for any given month or for six or more consecutive days.

Contractor acknowledges and agrees that its systems, software and Services are compatible with the web merchant gateway vendor Wells Fargo. Contractor shall encrypt all credit card data processed under the Contract, and pass any funds) via UNLV's merchant gateway vendor (currently Wells Fargo, but subject to change). Contractor warrants and represents that it and its solutions providing the Services will only have



UNLV RFP 692-BC

access to and store credit card reference/token data, rather than actual credit card data. **[ONLY ADD IF APPLICABLE]** Contractor represents that it (and any solutions provided) is and shall remain throughout the Term, PCI compliant with the Payment Card Industry Data Security Standard (“**PCI DSS**”), as may be amended or revised from time to time. In the event that Contractor is no longer PCI compliant, Contractor shall promptly notify UNLV in writing, and UNLV shall have the option to terminate the Services with no penalty. Contractor, at its sole expense, shall annually provide UNLV a current AOC (“**Attestation of Compliance**”) signed by their Qualified Security Assessor (“**QSA**”).

All remote access to UNLV systems shall be monitored by the UNLV and Contractor shall immediately disconnect the access to UNLV systems after providing the requested assistance. In no event shall Contractor keep or download any UNLV data or UNLV User Data from the systems except as necessary and only for the duration necessary to provide the Services.

**IN WITNESS WHEREOF**, the parties have caused this instrument to be executed as of the Effective Date.

**APPROVED:**

BY:

\_\_\_\_\_  
(TYPE IN NAME OF APPROVER) Date

**THE BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION, ON BEHALF OF THE UNIVERSITY OF NEVADA, LAS VEGAS**

**RECOMMENDED:**

BY: \_\_\_\_\_

**TYPE IN NAME & TITLE OF PERSON FROM DEPARTMENT** Date  
**AUTHORIZED TO SIGN**

BY: \_\_\_\_\_

Gerry J. Bomotti, Senior Vice President for Finance and Business Date

-AND/OR

BY: \_\_\_\_\_

Diane Z. Chase, Ph.D., Executive Vice President and Provost Date

BY: \_\_\_\_\_

Len Jessup, President Date

**APPROVED AS TO LEGAL FORM:**

BY: \_\_\_\_\_

Elda Luna Sidhu, General Counsel Date

UNLV RFP 692-BC

**APPROVED:**

BY: \_\_\_\_\_  
John V. White, Chancellor Date