



January 14, 2022

REQUEST FOR PROPOSAL

The Arizona Board of Regents Tri-University Student Health Insurance Plan for Northern Arizona University, The University of Arizona, and Arizona State University

RFP P22DC003

DUE: 3:00 P.M., MST, Thursday February 10th, 2022

|  |                             |
|--|-----------------------------|
| Time and Date of Pre-Proposal Conference | 11:00 A.M., MST, 01/26/2022 |
| Deadline for Inquiries                   | 5:00 P.M., MST, 02/01/2022  |
| Time and Date Set for Closing            | 3:00 P.M., MST, 02/10/2022  |

## **RFP SECTION INDEX**

| <b>SECTION #</b> | <b>TITLE</b>                        |
|------------------|-------------------------------------|
| 1.0              | INTRODUCTION                        |
| 2.0              | DEFINITIONS                         |
| 3.0              | INSTRUCTIONS TO PROPOSERS           |
| 4.0              | SCOPE OF WORK                       |
| 5.0              | PROPOSERS QUESTIONS                 |
| 6.0              | PRICING                             |
| 7.0              | QUALIFICATIONS/FINANCIAL STATEMENTS |
| 8.0              | RFP PROCESS                         |
| 9.0              | EVALUATION CRITERIA                 |
| 10.0             | CONTRACT TERMS AND CONDITIONS       |
| 11.0             | CERTIFICATIONS AND FORMS            |

## **EXHIBITS AND ATTACHMENTS**

|              |  |
|--------------|--|
| EXHIBIT 1    | PROPOSAL FORMAT                            |
| EXHIBIT 2    | PRICING PROPOSAL                           |
| EXHIBIT 3    | CERTIFICATIONS                             |
| EXHIBIT 4    | FORM OF AGREEMENT                          |
| EXHIBIT 5    | TERMS AND CONDITIONS                       |
| ATTACHMENT A | CAPITATION COMPONENTS                      |
| ATTACHMENT B | RATE HISTORY                               |
| ATTACHMENT C | IMMUNICATION AND FEE FOR SERVICES SCHEDULE |
| ATTACHMENT D | EXPERIENCE REPORTS                         |
| ATTACHMENT E | CENSUS                                     |
| ATTACHMENT F | PLAN DESIGN COMPARISON CHARTS COMPONENTS   |
| ATTACHMENT G | PERFORMANCE GUARANTEE                      |

## 1. INTRODUCTION

1.1. University Background. The University is a fully accredited State of Arizona institution of higher education. Additional information on the University is available at the following link <https://nau.edu/Institutional-Research/Quick-Facts/> .

### 1.2. Proposal Background

The Arizona Board of Regents (ABOR), on behalf of the Northern Arizona University, The University of Arizona and Arizona State are soliciting proposals from interested Proposers to provide Northern Arizona University, The University of Arizona and Arizona State University with a Student Health Insurance Plan. The Student Health Insurance Advisory Committee (Committee) operates with authority from ABOR to oversee the planning, management, marketing, bidding and annual negotiations involved with the administration of the student health insurance plan. The Committee includes representatives from the three University health centers and student governing bodies. The current contract has been underwritten by Aetna since 2007. Coverage from 1994 to 2007 was underwritten by United Healthcare.

The Universities are seeking comprehensive coverage that includes utilization controls specific to managing a student population. Over this program development, we have experienced the effectiveness of required utilization of the Campus Health Services (CHS) as the Primary Care Provider for students while also providing in-of-network care for those students who reside more than twenty-five (25) miles away from CHS. If specialty care is indicated and provided outside of the CHS, a referral is required by the CHS to PPO providers. In addition, the Committee has taken a direction of using deductibles and coinsurance to better manage utilization outside of the student healthcare setting. The Committee further expanded the role of University's resources using University employed behavioral health counseling in an outpatient setting.

The Universities are soliciting proposals from insurers, including health care systems, insurance companies, and insurance trusts to provide voluntary health insurance for students enrolled at Northern Arizona University, Campus Health Services which includes Campus Health Services (CHS) and some rural locations, The University of Arizona which includes UA College of Medicine-Phoenix Campus and some rural locations, ASU which includes the Tempe Campus, West Campus, Polytechnic Campus, Downtown Phoenix Campus. It is anticipated that the current plan design will be maintained. Proposers shall be authorized by the Arizona Department of Insurance to sell health insurance. The Committee will evaluate the proposals submitted. It is the Committee's intent to award this contract to one single Proposer.

The proposal shall include an Accidental Death and Dismemberment provision of ten thousand dollars (\$10,000) for each student.

In addition, shall include a dental and vision discount program that students may access. Medical evacuation and repatriation benefits to be included in any proposal submitted.

This RFP is part of a competitive negotiation process intended to allow the Universities to obtain services as outlined herein in a manner that is most advantageous to the Universities. This RFP provides the Universities the flexibility to negotiate with Proposers, if desired, to arrive at a mutually agreeable relationship. Price may weigh heavily in the evaluation process but will not be the only factor under consideration and may not be the determining factor. All Proposals will be considered public records and will be available for review, as allowed by Arizona law and the Code.

It is the Universities intent to select the Proposal, which is most favorable to the Universities in all respects, including scope, availability of services, quality of services, reputation, and price. If not otherwise stated herein, multiple Awards may be made or an Award(s) may be made partial, by part, by line item, or by any combination of parts if identified as being in the best interest of the Universities.

The selected Proposer will collaborate with the Universities to build and produce a plan into a successful program.

- 1.3. The Contract term will be for five (5) year(s) with successive one (1) year renewals, for a total term not to exceed five (5) years.
- 1.4. Coverage and Participation. Unless objection is submitted with the Proposal, it is the intent of the Universities that any Award resulting from the RFP be available for use by all departments of the Universities and any other Arizona Universities along with any other educational institution or Governmental entities, to the extent allowed by Arizona law and the Code.
- 1.5. Communications. All questions or inquires relating to this RFP must be directed to:

Debra Cisneros, Director of Purchasing  
Direct Line: 928-523-5285  
E-mail: Debra.Cisneros@nau.edu

## 2. DEFINITIONS

Capitalized terms shall have the meaning set forth in Board Policy 3-801.B <https://public.azregents.edu/Policy%20Manual/3-801-General%20Provisions.pdf> , with the exception of the following terms which shall have the meanings set forth below in this RFP.

- 2.1. "ABOR" shall refer to the Arizona Board of Regents for and on behalf of Northern Arizona University, The University of Arizona, and Arizona State.
- 2.2. "Affiliated" refers to a company owned by another company, owned by a common controlling shareholder or interest, or inter-tied by contract so as to be under the dominion or influence of another.
- 2.3. "ASU" refers to Arizona State University.
- 2.4. "CHS" refers to Campus Health Services.
- 2.5. "May" or "Should" indicates something that is not mandatory but permissible/desirable. If a Proposer fails to provide recommended information, the Universities may, at its sole option, ask Proposer to provide the information or evaluate the Proposal without the information.
- 2.6. "Must," "shall," "will" indicates a mandatory requirement. Failure to meet any mandatory requirements may result, in the Universities sole discretion, in the rejection of your proposal.
- 2.7. "MST" means Mountain Standard Time, the time zone in which the Universities operates. Arizona does not observe Daylight Savings Time.
- 2.8. "NAU" refers to Northern Arizona University
- 2.9. "Proprietary Information" means trade secrets and other proprietary or confidential information exempt from Arizona's Public Records Statute pursuant to A.R.S. § 15-1640(A). Contract terms and conditions, pricing, and information generally available to the public are not considered Proprietary Information under the Code (*See* Code § 3-801(D)(1)).
- 2.10. "RFP" refers to this request for proposals P22DC003
- 2.11. "SHIP" refers to Student Health Insurance Plan
- 2.12. "SFTP" refers to Secure File Transfer Protocol.
- 2.13. "Successful Proposer" means any Proposer selected by the Universities to receive an Award as a result of this RFP and to enter into a Contract to provide the Universities with the products or services sought by this RFP.
- 2.14. "UA" refers to The University of Arizona.
- 2.15. "Universities" shall refer to Northern Arizona University, The University of Arizona, and Arizona State University.

### **3. INSTRUCTIONS TO PROPOSERS**

#### **3.1. General Requirements.**

- 3.1.1. The data, specifications, and requirements outlined herein are intended to serve as a general guideline for the Universities requirements. Proposers should submit a fully detailed Proposal that adequately describes the advantages and benefits to the Universities. Proposers should provide a detailed response to each requirement in this RFP, individually numbered to match each requirement. At a minimum, in such case where a detailed response is not applicable, each Proposer should indicate their ability to comply with and/or agreement to the requirements of this RFP. Proposers are encouraged to provide any additional information that is not specifically identified in this RFP that would assist the Universities in making its evaluations based upon the disclosed evaluation criteria.
- 3.1.2. Any Person submitting a Proposal shall be deemed to have read and understand all the terms, conditions, and requirements in this RFP.
- 3.1.3. The NAU's Contracts, Purchasing and Risk Management department shall retain this RFP, and all related terms and conditions, exhibits and other attachments, in original form in an archival copy. Any modification of these, in the Proposer's submission, is grounds for immediate disqualification.
- 3.1.4. Proposer agrees that the Universities will not pay for or be responsible for any cost or expense incurred by Proposer in the preparation, submission, presentation, or any other action connected with proposing or otherwise responding to this RFP.
- 3.1.5. The Universities reserves the right to reject any or all Proposals or any part thereof, or to accept any Proposal, or any part thereof, or to withhold the Award and to waive or decline to waive irregularities in any Proposal when it determines that it is in its best interest to do so. The Universities also reserves the right to hold all Proposals after the Opening date and the right to accept a Proposal not withdrawn before Opening.
- 3.1.6. Proposer may withdraw their Proposal any time prior to Opening. Proposer may request to withdraw their Proposal after Opening and any time prior to selection and notice of Award. The Universities shall have sole authority to grant or deny such a request. In the event the Universities grants such a request, it may withhold issuing future Requests for Proposals to such Proposer.
- 3.1.7. All Proposals and accompanying documentation will become the property of the Universities at the time the Proposals are opened. It will be the Proposer's responsibility to request that samples be returned to the Proposer and provide a method for doing so at the expense of the Proposer. If such a request is not received and a method of return is not provided, all samples shall become the property of the Universities forty-five (45) days from the date of Award and may be disposed of in the University's sole discretion.

- 3.1.8. Collusion with other Proposers or employees thereof, or with any employee of the Universities, is prohibited and may result in disqualification of the Proposer and/or cancellation of an Award. Any attempt by the Proposer, whether successful or not, to subvert or skirt the principles of open and fair competition may result in disqualification of Proposer and/or cancellation of an Award.
- 3.1.9. Each Proposer shall ensure that no improper, unethical, or illegal relationships or conflict of interest exists between or among the Proposer, the Universities, and any other party to this RFP. Without limiting the foregoing, Proposer shall refrain from offering or giving gratuities, in the form of entertainment, gifts or otherwise, to any officer or employee of the State of Arizona with a view toward securing a Contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such Contract. The Universities reserves the right to determine the materiality of such relationships, when discovered or disclosed, whether intended or not; and to decide whether or not Proposer disqualification and/or cancellation of an Award shall result.
- 3.1.10. If any Proposer or any of the Proposer's employees, agents, or other representatives participating in this RFP need, or have questions about the Universities accommodations for people with disabilities, arrangements can be made by contacting Debra Cisneros at 928-523-5285 or email at [Debra.Cisneros@nau.edu](mailto:Debra.Cisneros@nau.edu). Such requests should be made as early as possible to allow time to arrange the accommodation(s).
- 3.1.11. The Universities shall have the right to use any ideas that are contained in any Proposal received in response to this RFP, along with any adaptation of such ideas. Selection or rejection of the Proposal shall not affect the Universities right of use. Provided, however, that the Universities will, in good faith, honor the proprietary and confidential nature of any Proposer information that is enclosed in a separate envelope from the Proposal and clearly designated and conspicuously labeled as set forth in Section 11.5.9 of this RFP.
- 3.1.12. Any protest of this procurement must comply with the requirements of section 3-809(B) of the Code.
- 3.1.13. Proposer shall acquire and maintain all necessary permits and licenses and shall adhere strictly to all Federal, State, County, or City laws, codes, regulations, and ordinances as applicable in performing any work under this RFP.
- 3.1.14. The Universities is under no obligation whatsoever to honor or observe any information that may apparently conflict with any provision of this RFP, regardless of whether such information is obtained from any office, agent, or employee of the Universities. Such information shall not affect the Proposer's risks or obligations under a Contract resulting from this RFP.
- 3.1.15. Any Proposer exception, stipulation, counter-offer, requirement, and/or other alternative term or condition shall be considered rejected unless specifically

accepted in writing by the University and thereafter incorporated into any Contract resulting from this RFP.

- 3.2. Attention to Terms and Conditions. Proposers are cautioned to thoroughly understand and comply with all matters covered under the Terms and Conditions section of this RFP. The Successful Proposer is expected to enter into the form of agreement approved by the Board, refer to Section 13. The Universities terms and conditions included in this RFP, are intended to be incorporated into the Contract. **Proposals that are contingent upon any changes to these mandatory terms and conditions may be deemed to be non-responsive and may be rejected. Proposals must state any exceptions taken to the mandatory terms and conditions in detail.**
- 3.3. Project Resources.
- 3.3.1. The Successful Proposer shall be required to provide the personnel, knowledge, and experience required to maintain an appropriate level of professionalism and coverage for performance of requirements outlined herein. The University reserves the right to review Proposer's staff assigned for relevant qualifications and experience.
- 3.3.2. Proposals shall include a list of proposed personnel with resumes specifying qualifications and relevant experience. Describe assignment of account representatives and/or key personnel.
- 3.3.3. Proposer will be required to conduct relevant and appropriate background checks and fingerprinting according to the [Universities policies](#) on all assigned employees and new hires to ensure that it does not assign any employee or agent to the University who may reasonably be considered to pose a threat to the safety or welfare of the University community or its property. Proposer will share background check information and other supporting documentation including disciplinary action for any employee, upon written request by the University.
- 3.3.4. Proposer may subcontract installation, training, warranty, or maintenance service with prior University authorization. Proposal shall list and describe any subcontractor's qualifications and relevant experience and describe how Proposer guarantees subcontractor performance. The Successful Proposer shall remain solely responsible for the performance of a resulting Contract from this RFP. All University payments for goods and/or services shall be made directly to the Proposer.
- 3.3.5. The University reserves the right to inspect Proposer's facilities prior to Award or any time throughout the term of the Contract.
- 3.4. Small Businesses. The Universities is committed to the development of Small Business and Small Disadvantaged Business ("SB & SDB") suppliers. If subcontracting (Tier 2 and higher) is necessary, Proposer (Tier 1) will make commercially reasonable efforts to use SB & SDB in the performance of any Contract resulting from this RFP. Proposals should include a description of the Proposer's efforts to solicit SB & SDB participation in providing the services.



#### 4. SCOPE OF WORK

The current Student Health Insurance Program offers a unique arrangement. All three Universities offer a Point of Service (POS) plan administered by the current insurance carrier that emphasizes the Campus Health Services (CHS) as the primary care provider for students. It is the ABOR intent to maintain this type of arrangement/plan design.

The plan currently uses the current insurance carrier's mental health and substance abuse care provider network. The student health centers Universities' counseling centers provide the primary behavioral health services. Primary care and behavioral health services provided at the CHS will be reimbursed by the insurer.

Each University operates an CHS with an on-campus multi-disciplinary care facility (which may include general and sports medicine, women's health, triage/walk-in clinic, laboratory, physical therapy, limited radiology, nutrition, behavioral health services, pharmacy, and immunization clinics) available to all students regardless of whether or not they have enrolled in the Student Health Insurance Program. Each CHS receives a portion of their funding from capitation paid by the insurer, fee-for-services, commercial health insurance reimbursements as well as student fees.

Additional health care services are available to all students at the CHS at a discounted student rate such as therapeutic massage, which in most cases is lower than the community rate. The CHS do not operate an inpatient unit or hospital program.

The plan to include a risk-sharing arrangement for any annual surplus in premium that is based on loss ratio, net of retention and administrative fees.

The current plan is summarized can be found in the Attachments. The program is structured as follows: Each school collects the insurance premiums and distributes it to the awarded Proposer. The awarded Proposer would distribute the appropriate capitation fees or agreed to reimbursement for services directly to the University's Campus Health Services. The premium distribution is separated into the following allocations:

4.1.1. A capitation fee which will be paid to the CHS at each University for primary care and primary behavioral health care.

4.1.2. An annual fee of \$100,000 will be paid to ABOR for their benefits consulting expenses.

#### 4.2. Warranties.

4.2.1. Each Proposal shall state the warranties to be offered by Proposer.

4.2.2. Unless stated elsewhere in this RFP, Universities expects that Proposer will provide the following warranties, at a minimum: (i) that all of the Contract services will be performed in a professional manner and in conformity with industry

standards by persons reasonably suited by skill, training and experience for the type of services they are assigned to perform; (ii) that the Successful Proposer will comply, and will be responsible for ensuring its owner, members, employees, agents, contractors and subcontractors comply, with all applicable federal, state and local laws in the performance of a resulting Contract.

#### 4.3. Current Plan Offering

- 4.3.1. \$10,000 Accidental Death and Dismemberment benefit for all covered individuals is included in the medical plan rates.
- 4.3.2. Medical evacuation / repatriation coverage and natural disaster and political evacuation coverage
- 4.3.3. Northern Arizona University and The University of Arizona each have one CHS location, while Arizona State University has a clinic located on each campus, which include four (4) locations at ASU.
- 4.3.4. The CHS have access to the incumbent's specialty pharmacy pricing.
- 4.3.5. Current insurance payer provides access to a discounted dental program (not insurance) available to students on a voluntary basis. Students do not need to be enrolled in the health program to be eligible to enroll in the discount dental program.
- 4.3.6. Enrollment in the dental discount program is mandatory for research and teaching assistants at Arizona State University.
- 4.3.7. Students not enrolled in the health program are eligible to enroll in the discount dental program.
- 4.3.8. Enrollment in the dental discount program is mandatory for research and teaching assistants at Arizona State University.
  - 4.3.8.1. Current number of students participating in the discount dental program are as follows:
    - 4.3.8.1.1. Two thousand forty-five (2,245) students are participating at ASU.
    - 4.3.8.1.2. Two hundred and fifty-nine (259) students are participating at UA.
    - 4.3.8.1.3. Thirteen (13) students are participating at NAU.
  - 4.3.8.2. The plan uses the current insurance payer's mental health and substance abuse provider network. The Universities request that Proposers price a managed mental health and substance abuse program and calculate an equitable Per Student Per Month capitation rate for outpatient behavioral health services to be provided by the CHS behavioral health/counseling center departments.

#### 4.4. Role of the Insurance Provider

4.4.1. Insurance Provider to provide at a minimum the following services:

- 4.4.1.1. Claims processing.
- 4.4.1.2. Produce electronic ID cards, certificates of coverage, contracts. In addition, proposer should provide online tools for students on their website to manage their care.
- 4.4.1.3. Certification of prior coverage according to HIPAA guidelines.
- 4.4.1.4. Detailed monthly reports, including a financial analysis of program.
- 4.4.1.5. Utilization review of inpatient stays and all services where the insurance provider is at risk.
- 4.4.1.6. Distribute premium appropriately and timely.
- 4.4.1.7. Pay taxes.
- 4.4.1.8. Member services, claim appeal process.
- 4.4.1.9. Services to enrollees as outlined in this RFP.

4.4.2. Insurance provider to provide marketing and advertising services. Indicate the ability to provide the following:

- 4.4.2.1. Consultation and development of custom, school and plan year specific marketing program around needs and goals of school administrators taking into consideration what has proven to be the most effective ways to reach out to students.
- 4.4.2.2. Preparation of customized school specific marketing materials with the Universities' plan administrators.
- 4.4.2.3. Plan specific compliance filing with AZ DOI of plan marketing materials as required by Arizona law.
- 4.4.2.4. Provide materials based on client specific quantity requests by campus/multiple location needs.
- 4.4.2.5. Broad ancillary plan benefits marketing support for value added benefits under program for school administrators/departments resources for students during open enrollment and post enrollment: prepaid dental discount program and carrier specific secure member portal, travel assistance/medical evacuation benefits to include both handouts as well as posters as deemed appropriate from marketing plan.
- 4.4.2.6. On site Account Team plan presentations at Graduate Student Orientations, International Student Orientations, Welcome Week, and other times where an on-site provider's presence to present and answer student/parent questions on the program is identified as a need during the plan marketing communication meetings and during the year. Participation during the year at the Graduate Professional Student Council meetings to educate elected student leaders on the plan, health care reform and other health insurance/ABOR plan specific related items.

- 4.4.2.7. Preparation of custom specific open enrollment promotional and educational items for various enrollment events such as co-branded customized items including customized water bottles, and customized recyclable bags.
- 4.4.2.8. Provide promotional giveaway at enrollment and post enrollment events at no charge to the Universities.
- 4.4.2.9. Educational insurance workshops in coordination with enrollment and parent events.
- 4.4.2.10. On site visits to each university in addition to semi-annual Tri-University visits to solicit performance feedback, plan performance and provide clarification of benefits as well as practices/processes.

#### 4.5. Clinical Capitation

- 4.5.1. Clinical Capitation is a per student portion of the premium paid for clinical services provided by the CHS as shown in Attachment A. The CHS receives capitation for the performance of Primary Care Services and Behavioral Health Services calculated monthly, paid on a per semester of eligibility basis.

#### 4.6. Fee for Service

- 4.6.1. The CHS submits reimbursable claims to the Incumbent plan. The current payer processes the claims, and reimburses the CHS the negotiated rate for those services current billing process varies by the Universities and is as follows:
  - 4.6.1.1. The Universities submit claims electronically via their preferred clearing house. Copayments associated with capitated services are collected at the time of service. A list of these copayments is uploaded to the Incumbents secured carrier specific portal (SFTP) each month. Copayments are accumulated to track Out of Pocket Maximum limits. UA Campus Pharmacy claims are uploaded as an electronic file to the incumbents secure SFTP portal. The list consists of the patient's name, account number, pharmaceutical, price and copay amount. The Incumbent plan processes the claims and reimburses the amount in total with one disbursement rather than paying each claim individually.

#### 4.7. Eligibility

- 4.7.1. The current plan is mandated for international students. The following groups of students are eligible for coverage:
  - 4.7.1.1. Undergraduate students if enrolled in a program of study and taking at least six units and have a consortium agreement to take courses at a qualified college with an overall credit hour total of at least six units.
  - 4.7.1.2. Undergraduate Seniors may enroll with less than six units if they are in their last semester to achieve their final graduation requirements and had the insurance coverage in the prior semester.

- 4.7.1.3. Graduate Students if they are enrolled in a graduate degree or certificate program and taking at least three credit hours or one dissertation/thesis hour.
  - 4.7.1.4. Graduate non-degree students must have applied to a degree program and be taking at least six transferable units, be in a certificate program, or be a full-time student taking at least nine units.
  - 4.7.1.5. Graduate Assistants or associates who are officially hired, with a signed and filed notice of appointment, and taking at least six units of graduate credit.
  - 4.7.1.6. Post- Doctorate Fellows, J1 Visiting Scholars, and J1 Student Interns.
  - 4.7.1.7. International students on non-immigrant visas, regardless of his or her fitting into one of the above classifications and regardless of the number of units being taken, are automatically enrolled in the Plan.
  - 4.7.1.8. Students who are eligible for or enrolled under Medicare are not eligible to enroll under this Plan.
- 4.7.2. Once enrolled, coverage for the student will be automatically re-enrolled and billed the appropriate premium in future semesters upon class registration, assuming they continue to meet the eligibility requirements.
- 4.7.3. International students are automatically enrolled into the plan and required to maintain coverage. Exceptions are made to this policy and are specific to each University but are generally consistent. Exceptions are made by the Universities only in the case when an International Student has better coverage through an existing policy than is offered through the Student Health Insurance Plan. Included in the enrollment data is the number of international students enrolled at each university and the number enrolled in the student health insurance plan. For all other graduate and domestic students' coverage is voluntary and they are eligible to participate if they meet the unit/credit hour requirements under the plan as published in the plan brochures. Universities don't require sponsored students to carry the student health insurance if they are on the pre-approved list.
- 4.7.4. The insurance coverage is based on a twelve (12) month period and is broken down as follows:
- 4.7.4.1. Fall semester coverage runs from August 16 to December 31.
  - 4.7.4.2. Spring semester coverage runs from January 1 to August 15
    - 4.7.4.2.1. Enrollment deadline is fourteen (14) days prior to the coverage beginning date.
- 4.7.5. Enrollment
- 4.7.5.1. The current open enrollment provisions allow students to enroll four (4) to five (5) months in advance of the effective date of coverage. Students have up to fourteen days after the first day of the school semester to enroll. Students enrolling during this 14-day window become effective retroactively to the semester effective date. Premium will not be pro-rated. It takes each school approximately two (2) weeks to produce a file of the enrollment information,

which is then provided to the Insurance Provider. However, each school may send an enrollment file weekly or biweekly during an open enrollment period.

- 4.7.5.2. All enrollments shall be sent electronically to the Insurance Provider, using an encrypted file, at the beginning of each enrollment period. Any additions or deletions after the initial enrollment file is submitted will be electronically submitted on the Insurance Provider's website.
- 4.7.5.3. An eligible student that did not enroll for coverage under the policy during the initial eligibility period or open enrollment period may enroll for coverage during a special enrollment period. A special enrollment period is available if:
  - 4.7.5.3.1. The eligible student had existing health coverage under another plan at the time of the initial eligibility or open enrollment period; and
  - 4.7.5.3.2. Coverage under the prior plan was terminated as a result of loss of eligibility, including, but not limited to, the termination of the other plan's coverage due to termination of employment or eligibility, reduction of employment hours, attaining maximum student age, legal separation, divorce or death; a court orders that coverage be provided for a spouse or minor child; termination of employer contributions; or in the case of continuation coverage, the coverage was exhausted.
- 4.7.5.4. Coverage under the policy is effective only if the Insurance Provider receives any required premium and a properly completed enrollment form within 31 days of the date coverage under the prior plan terminated.
- 4.7.5.5. Another condition to include for special enrollment pertains to international students who arrive "early" (generally 2-4 weeks) before the effective date of a coverage period in the policy year. In some instances, the SHIP is offered on a prorated basis to bridge the international student, who must maintain health insurance coverage while in the United States until the regular enrollment period is in effect.
- 4.7.5.6. If it is determined by the University's designated ABOR insurance representative that an administrative error has occurred and either:
  - 4.7.5.6.1. A student had followed proper procedure to enroll in a timely manner but was not enrolled due to the error, or
  - 4.7.5.6.2. A student was enrolled who had properly been granted a waiver or had chosen not to be voluntarily enrolled then the University shall be allowed to process the enrollment exception with the Insurance Provider within 60 days of the effective date of coverage. Waiver request received after the 60-day mark will need approval from the Carrier.

#### 4.8. Premium

The Universities collect student premiums. The Insurance Provider will handle all incremental enrollment files shared during the open enrollment period by the Universities or via on-line enrollment based upon university preference.

#### 4.9. Termination

- 4.9.1. If a covered student withdraws from classes before the end of the open enrollment period, a full premium refund.
- 4.9.2. If the covered student withdraws from class after the last day of the open enrollment period for any reason, including withdrawals for medical reasons, coverage will terminate the last day of the coverage period with respect to the coverage of a covered student. The student is then responsible for the premium because they used the plan.
- 4.9.3. If the covered student, for a second consecutive semester, withdraws from class after the last day of the open enrollment period for any reason, including withdrawals for medical reasons, the coverage of the student will be terminated as of the date the student withdraws from class. A pro-rated premium refund will be made by the insurance provider, reduced by any amount paid for claims incurred during that period. The Universities do not refund premiums if claim payments have been made.
- 4.9.4. If a covered student withdraws from class to enter full-time military service, the coverage will terminate the date of entry into military service. A prorated premium refund will be made by the Universities.
- 4.9.5. Coverage will terminate the last day of the coverage period in which a covered student ceases to be an eligible student.
- 4.9.6. The Universities will notify the Insurance Provider of a covered student's termination through a weekly enrollment file.

#### 4.10. Repatriation Benefits

- 4.10.1. Repatriation refers to return of the covered student to their native country/state. The Universities are obligated to provide for repatriation of remains in the unfortunate event of a covered persons death. The Insurance Provider agrees to provide such coverage on an unlimited basis.
- 4.10.2. Repatriation benefits will be payable if a covered person dies while covered under the policy and:
  - 4.10.2.1. While outside of the United States, with respect to a United States citizen or a permanent resident, (<https://www.state.gov/wp-content/uploads/2019/05/Persons-Considered-to-be-Permanently-Resident-In-the-U.S..pdf> or

- 4.10.2.2. While away from their home country, with respect to a foreign covered person.
- 4.10.3. Coverage will be provided for expenses only in connection with:
  - 4.10.3.1. The collection, storage, and preparation of the body to include embalming, cremation, or other preparation method.
  - 4.10.3.2. A container appropriate for storage/transportation such as an urn or casket, limited to a maximum of the expenses for a container that meets the minimum Federal requirements for transportation of bodily remains, and
  - 4.10.3.3. Transportation of the remains from the mortuary (or similar facility) closest to where death occurred to a mortuary (or similar facility) in the deceased Covered Person's home country. All transportation must be authorized by Insurance Provider.
- 4.10.4. In the event of cremation of the remains, benefits will be paid for transportation of one (1) person who travels with the urn or other similar transportation/storage vessel in his or her possession, in lieu of benefits for transportation of the urn or other similar transportation/storage vessel. Otherwise, no benefits will be provided for the transportation of any person to include a family member to accompany the remains during transportation.

#### 4.11. Medical Evacuation Benefits

- 4.11.1. If a covered person becomes sick or injured while covered under the policy, and in the judgment of their Primary Care Provider (PCP) and the Proposer, that person is required to be transported to the nearest medical facility where appropriate medical treatment can be obtained or a medical facility in their home country, expenses for common carrier transportation and reasonable food and lodging during the transportation will be covered.
- 4.11.2. An emergency medical evacuation must be recommended by the PCP, if available, or the treating Physician who certifies that the severity of the sickness or injury necessitates the emergency medical evacuation and agreed to by the covered person or their representative. The transportation must be authorized by the Insurance Provider.
- 4.11.3. Both repatriation and medical evacuation are available to international students who attend classes in the United States as well as American Students who are attending classes in another country.

#### 4.12. Reciprocity

- 4.12.1. Insurance Provider to provide in-network coverage to students who are in the service area of another participating university and require care. In addition, the



plan shall utilize a statewide network to offer in-network coverage to students in outlying areas.

4.13. Communication Plan for Student Education

4.13.1. Insurance Provider will be responsible for all marketing of the Student Health Plan. This will include increasing the participant's knowledge of the value of the benefits, how to access benefits, and proactively communicate changes when they occur.

4.14. Accessibility and Information Technology Security Requirements.

4.14.1. All e-learning and information technology ("Technology") developed, purchased, upgraded or renewed by or for the use of the University shall comply with all applicable University policies and Federal and State laws and regulations including but not limited to Section 504 of the Rehabilitation Act and Title II of the Americans with Disabilities Act; all of which are applicable to all benefits, services, programs, and activities provided by or on behalf of the University. The Successful Proposer shall also comply with the Web Content Accessibility Guidelines 2.1.

4.14.2. [Proposals shall provide a platform that complies with accessibility accommodations.](#)

4.14.3. [Proposers shall complete the RFP Technical and Accessibility Requirements RFP.](#)

4.14.4. If the proposed platform is cloud based, upon Awarded the Proposer will be required to complete the [Higher Education Cloud Vendor Assessment Tool](#).

5. **PROPOSER QUESTIONS**

5.1. Proposer to indicate the ability to meet the following requirements. Indicate with "yes" or "no" to Sections 5.1.1. to 5.1.19.

5.1.1. Offer a fully insured voluntary insurance Point of Service medical program to eligible students and dependents on behalf of the Universities. Offering to include all appropriate components of such a program, including networks and the utilization management resources.

5.1.1.1. If Proposer is unable to meet 5.1.1., explain why and/or provide option to meet the requirement.

5.1.2. Allow the University's Student Health Centers to act as primary care physicians for students only.

5.1.2.1. If Proposer is unable to meet 5.1.2., explain why and/or provide option to meet the requirement.

5.1.3. Calculate and distribute the administrative and clinical capitation payment to the University's CHS.

- 5.1.3.1. If Proposer is unable to meet 5.1.3., explain why and/or provide option to meet the requirement.
- 5.1.4. Ability to produce detailed monthly utilization, financial analysis, and capitation distribution reports as specified by the Universities.
  - 5.1.4.1. If Proposer is unable to meet 5.1.4., explain why and/or provide option to meet the requirement.
- 5.1.5. Extend the coverage to all types of eligible students and their dependents.
  - 5.1.5.1. If Proposer is unable to meet 5.1.5., explain why and/or provide option to meet the requirement.
- 5.1.6. Extend repatriation services and medical evacuation services as outlined in this Request for Proposal (RFP).
  - 5.1.6.1. If Proposer is unable to meet 5.1.6., explain why and/or provide option to meet the requirement.
- 5.1.7. Offer an extension of benefits provision comparable to the current benefit plan.
  - 5.1.7.1. If Proposer is unable to meet 5.1.7., explain why and/or provide option to meet the requirement.
- 5.1.8. Legally authorized to sell health care insurance in the State of Arizona.
  - 5.1.8.1. If Proposer is unable to meet 5.1.8., explain why and/or provide option to meet the requirement.
- 5.1.9. Agree to waive all pre-existing condition provisions or give credit for partial completion of the waiver period for students presently covered under the insurance program.
  - 5.1.9.1. If Proposer is unable to meet 5.1.9., explain why and/or provide option to meet the requirement.
- 5.1.10. Agree no covered student suffers a loss of coverage by virtue of a change in insurers, other than by plan design.
  - 5.1.10.1. If Proposer is unable to meet 5.1.10., explain why and/or provide option to meet the requirement.
- 5.1.11. The rates or fees quoted in your proposal shall be guaranteed for a minimum of twelve (12) months from the effective date and will not be recalculated based on actual enrollment.
  - 5.1.11.1. If Proposer is unable to meet 5.1.11., explain why and/or provide option to meet the requirement.
- 5.1.12. Agree to permit open enrollment periods on a semester basis.
  - 5.1.12.1. If Proposer is unable to meet 5.1.12., explain why and/or provide option to meet the requirement.

5.1.13. Allow students enrolling after semester effective date, during twenty-one (21) day window, to be effective retroactively to the semester effective date.

5.1.13.1. If Proposer is unable to meet 5.1.13., explain why and/or provide option to meet the requirement.

5.1.14. Allow reciprocity between university service areas.

5.1.14.1. If Proposer is unable to meet 5.1.14., explain why and/or provide option to meet the requirement.

5.1.15. Agree to abide by the requirements identified in this RFP.

5.1.15.1. If Proposer is unable to meet 5.1.15., explain why and/or provide option to meet the requirement.

5.1.16. Agree that rates and fees are being submitted net of commissions.

5.1.16.1. If Proposer is unable to meet 5.1.16., explain why and/or provide option to meet the requirement.

5.1.17. Agree to issue an experience-rated, dividend eligible contract.

5.1.17.1. If Proposer is unable to meet 5.1.17., explain why and/or provide option to meet the requirement.

5.1.18. Agree to include a risk-share arrangement for applicable surpluses.

5.1.18.1. If Proposer is unable to meet 5.1.18., explain why and/or provide option to meet the requirement.

5.1.19. Proposer agrees to handle all levels of claims appeals.

5.1.19.1. If Proposer is unable to meet 5.1.19., explain why and/or provide option to meet the requirement.

## 5.2. Requirements

5.2.1. Proposer to indicate the ability to meet the following requirements. Indicate with “yes” or “no” to Sections 5.2.2. to 5.2.9.

5.2.2. Proposer agrees not to change proposed fees or other contingencies of the quote if enrollment is within a +/- 15% variance.

5.2.2.1. If Proposer is unable to meet 5.2.2., explain why and/or provide option to meet the requirement.

5.2.3. Proposer agrees to maintain proper licensure as required by any state law where it relates to the services that you will be performing under this Contract.

5.2.3.1. If Proposer is unable to meet 5.2.3., explain why and/or provide option to meet the requirement.

5.2.4. Proposers agree to disclose subcontractor arrangements, and any additional fees associated with the subcontractor arrangements, that involve the services provided.

5.2.4.1. If Proposer is unable to meet 5.2.4., explain why and/or provide option to meet the requirement.

5.2.5. Eligibility Rules and Procedures for Retroactive Termination and Reconciliation: The vendor agrees to the specified eligibility rules established by the Universities. Upon receipt of a retroactive termination, the vendor must review the applicable patient histories and initiate recovery efforts for any overpayments resulting from the late termination notice.

5.2.5.1. If Proposer is unable to meet 5.2.5., explain why and/or provide option to meet the requirement.

5.2.6. Claims and Appeals Regulations: Indicate if the proposed system(s), internal operations, correspondence, and services are compliant with ERISA Claims and Appeals Regulations (as applicable) and the Universities' plan document.

5.2.6.1. If Proposer is unable to meet 5.2.6., explain why and/or provide option to meet the requirement.

5.2.7. Rights to Claims Data: All member claim records are the sole property of the Universities. Selling of the Universities' data to outside entities must be disclosed and approved in writing in advance. All claims' data obtained during the contract period and for up to seven years after the contract termination is the property of the Universities and must be available upon request.

5.2.7.1. If Proposer is unable to meet 5.2.7., explain why and/or provide option to meet the requirement.

5.2.8. Recoveries: 100% of all validated recoveries made through the vendor, its subcontractors, or the Universities audits will be returned.

5.2.8.1. If Proposer is unable to meet 5.2. 8., explain why and/or provide option to meet the requirement.

5.2.9. Commissions: Indicate if your firm's proposal has been submitted net of commissions.

5.2.9.1. If commissions are built into the proposal and cannot be removed, indicate if Proposer will pay them directly to the Universities' consultant.

### 5.3. Specifications

5.3.1. Indicate if each university shall be issued a separate Master Policy that shall be delivered to Northern Arizona University within 90 days after the contract award date.

5.3.1.1. If Proposer is unable to meet 5.3.1., explain why and/or provide option to meet the requirement.

5.3.2. Indicate if ID cards and certificates of coverage within 14 days following receipt of eligibility data.

- 5.3.2.1. If Proposer is unable to meet 5.3.2., explain why and/or provide option to meet the requirement.
- 5.3.3. Utilize actively-at-school restriction or deferred effective date for students eligible on the effective date of the contract. This provision, however, does not remove the liability of the prior insurer for expenses incurred with respect to the extension of benefits provisions of their contract.
  - 5.3.3.1. If Proposer is unable to meet 5.3.3., explain why and/or provide option to meet the requirement.
- 5.3.4. Proposer to offer a statewide network for students in the outlying areas.
  - 5.3.4.1. If Proposer is unable to meet 5.3.4., explain why and/or provide option to meet the requirement.
- 5.3.5. Provide network contracts with physicians and hospitals near the CHS main campuses.
  - 5.3.5.1. University of Arizona (UA) in Tucson, which includes Banner University Medical Center (Tucson and South Campuses) and Banner and Banner University Physicians Group.
- 5.3.6. Arizona State University (ASU) students can be seen by any campus location. ASU has contracts in place with Sonora Labs and Southwest Diagnostic Imaging to provide services to any ASU student that cannot be done at the health center. Medical services are somewhat limited on these campuses as students are seen in nurse practitioner-staffed clinics that have no x-ray capability.
  - 5.3.6.1. West Campus which includes Banner Thunderbird Medical Center, Advantage Urgent Care, and Arizona Medical Imaging.
  - 5.3.6.2. Downtown Phoenix Campus which includes St. Josephs, St. Luke's and Banner Good Samaritan Hospital, Ben Ora Imaging, Open MRI and Imaging of Phoenix.
  - 5.3.6.3. Polytechnic Campus which includes Gilbert Emergency Hospital, Banner Baywood Hospital, Gilbert Health Center Urgent Care, East Valley Urgent Care, Urgent Care Specialist PLLC, Arizona Medical Imaging and EVDI.
  - 5.3.6.4. Tempe Campus with includes Tempe St. Luke's, Scottsdale Healthcare and Banner Desert Hospitals.
  - 5.3.6.5. Northern Arizona University which includes Flagstaff Medical Center.
- 5.3.7. Proposer to identify those individuals who would be responsible for the day-to-day service and contact for the Universities.
- 5.3.8. Indicate the ability to submit all sample forms and communication materials to each university for approval in advance before distribution to include but not limited to ID cards, claim forms, enrollment forms, booklets, brochures, flyers, and mailers.

- 5.3.9. Describe in detail if Proposer can provide communication pieces in Spanish and/or other languages and does the customer service number, have an option to listen to choices in Spanish and/or other languages, and speak with a representative in Spanish.
- 5.3.10. Indicate if Proposer's firm is Affiliated with another company. If so, describe the Affiliate relationship.
- 5.3.11. Indicate if Proposer's firm is not a corporation, if not, provide names of each of the partners, proprietors or other owners are and whether they have interest in any medical services provider firms.
- 5.3.12. Provide the minimum amount of implementation lead-time needed to initiate the proposed services and include any transition issues that should to be considered.
- 5.3.13. Describe specific administrative procedures or information Proposed firm will require to implement services.
- 5.3.14. Identify any services under any subsequent contract that may be awarded as part of this RFP that are currently or planned to be performed outside the borders of the United States.
- 5.3.15. Indicate if you agree to provide contact information and instructions for students to register complaints.
- 5.3.16. Provide the number of student health plans currently utilizing the Point of Service (POS) plan.
- 5.3.16.1. Provide the number of students this represents.
  - 5.3.16.2. Provide the total number of members (students and dependents) currently enrolled in your firm plans.
- 5.3.17. Indicate if you agree to attend and present the following onsite events at no cost to the Universities.
- 5.3.17.1. Annual open enrollment.
  - 5.3.17.2. Annual health fair.
  - 5.3.17.3. Annual benchmark report.
- 5.3.18. Describe the health care cost trend experienced by your student health insurance POS during:
- 5.3.19. Describe the student health care insurance cost trends for 2019, 2020 and 2021 year to date.

- 5.3.20. Describe in detail the marketing services Proposer would include as part of their services.
- 5.3.21. Indicate if Proposer agrees to provide coverage for students will be guaranteed.
- 5.3.21.1. If Proposer is unable to meet 5.3.21., explain why and/or provide option to meet the requirement.
- 5.3.22. Indicate if the following is included in the proposal for medical benefits and include any benefits not listed:
- 5.3.22.1. Repatriation
  - 5.3.22.2. Medical Evaluation
  - 5.3.22.3. Reciprocity
  - 5.3.22.4. Conversion
  - 5.3.22.5. AD&D for all participants
  - 5.3.22.6. Discount Dental
- 5.3.23. Indicate if Proposer contract directly with providers in or outside of Arizona.
- 5.3.24. Indicate if Proposer offers reciprocity arrangement for members who travel outside the service area for emergency or non-emergency treatment.
- 5.3.25. Indicate if Proposer's network providers deliver services to include but not limited to the following:
- 5.3.25.1. Major burns
  - 5.3.25.2. Organ transplants
  - 5.3.25.3. Bone marrow transplants
  - 5.3.25.4. Specialize cancer treatments such as Proton Beam Radiation
  - 5.3.25.5. Neonatal care
  - 5.3.25.6. Fertility treatments
  - 5.3.25.7. Telemedicine
- 5.3.26. Indicate which of the following are providers are in Proposer's network:
- 5.3.26.1. Arizona Mayo Clinic
  - 5.3.26.2. Arizona Mayo Hospital
  - 5.3.26.3. Mayo Clinic's outside of Arizona
  - 5.3.26.4. Mayo Hospitals outside of Arizona
  - 5.3.26.5. Cancer Treatment Centers of America
  - 5.3.26.6. Banner MD Anderson Cancer Centers
- 5.3.27. Indicate if Proposer's network contracts with Centers of Excellence for organ transplants.

- 5.3.28. Indicate if Proposer anticipates any changes to the size or location the network in the next year that would affect the Universities.
- 5.3.29. Describe in detail any network changes for physicians and hospitals.
- 5.3.30. Provide the name of the Proposer's network.
- 5.3.31. Indicate major hospital contracts scheduled for renewal in the next 12 twelve months for:
- 5.3.31.1. Maricopa County
  - 5.3.31.2. Pima County
  - 5.3.31.3. Coconino County
- 5.3.32. Provide any provider types in the Proposers network that are compensated on a capitation.
- 5.3.33. Indicate if the network is "Open Access" or "Gatekeeper".
- 5.3.34. Describe how the proposed program coordinates with Medical, Medicaid, and VA.
- 5.3.34.1. If Proposer is unable to meet 5.3.34., explain why and/or provide option to meet the requirement.
- 5.3.35. Indicate if each physician providing services at the CHS would be required to complete your credentialing process.
- 5.3.36. Describe the procedure that must be followed if the Client requests a physician(s) be included in your network.
- 5.3.37. Indicate if Proposer provides electronic copies of proposed PPO to Maricopa County, Coconino County, and Pima County network providers in Microsoft Excel format. Fields include the following:
- 5.3.37.1. Providers last name
  - 5.3.37.2. Providers first name
  - 5.3.37.3. NPI
  - 5.3.37.4. Street addresses only
  - 5.3.37.5. City
  - 5.3.37.6. State
  - 5.3.37.7. Five-digit zip code
  - 5.3.37.8. Type of provider such as MD and/or DO
- 5.3.38. Using the number of participants on the census, provide a Geo Access report based on the criteria below and further indicate the locations to include city, town, state, and zip code where Proposer's network does and does not have coverage.



- 5.3.38.1. Two (2) PCPs within ten (10) miles to include family practice, general practice, internal medicine, pediatricians, and OB/GYN. Provider to be based on MD or DO designations only.
- 5.3.38.2. Two (2) specialists within ten (10) miles.
- 5.3.38.3. One (1) hospital within twenty (20) miles.

5.4. Medical Plan Claims Processing and Capabilities

5.4.1. Indicate if Proposer agrees to provide a summary and claim level line items detailed accumulator data to the Universities next firm at the termination of contract:

- 5.4.1.1. Within 30 days following termination
- 5.4.1.2. At no cost to the Universities

5.4.2. Indicate if the Proposers Eligibility of Benefits (EOB) includes the following:

- 5.4.2.1. Specific instructions on exactly how to appeal.
- 5.4.2.2. Specific information on the timeframes for appealing.

5.4.3. Describe the automated method to identify and recover overpayments.

5.4.4. Indicate if a subcontracted vendor is to identify and recover overpayments or a third-party vendor.

5.4.5. Indicate if there is the ability to administer claims based on the current plan (refer to page 82) design(s) and not be required ABOR to alter any of their plan of benefits to accommodate the Proposer.

- 5.4.5.1. If Proposer is unable to meet 5.4.5., explain why and/or provide option to meet the requirement.

5.4.6. Indicate if Proposer if planning to implement a new claim system in the next twenty-four (24) months.

5.4.7. Indicate if there are any major enhancements to Proposer's claim system in the next twelve (12) months.

5.4.8. Indicate if Proposer's claim system has been updated to follow ICD-10.

5.4.9. Indicate if Proposer captures/stores the following data:

- 5.4.9.1. Group policy number
- 5.4.9.2. Student ID number or another unique identifier
- 5.4.9.3. Claimant ID number or another unique identifier
- 5.4.9.4. Claimant gender

- 5.4.9.5. Claimant date of birth
- 5.4.9.6. Provider name
- 5.4.9.7. Provider type of code
- 5.4.9.8. Provider's TIN
- 5.4.9.9. Provider's NPI
- 5.4.9.10. Provider service address, city, state, and zip code
- 5.4.9.11. Type of service
- 5.4.9.12. Billed amount
- 5.4.9.13. Allowed amount
- 5.4.9.14. Deductible, coinsurance, and copay amount
- 5.4.9.15. Discount amount
- 5.4.9.16. Ineligible amount
- 5.4.9.17. Coordination of Benefits
- 5.4.9.18. Paid amount
- 5.4.9.19. Claim processed/date paid

5.5. Medical Claims Processing

5.5.1. Indicate the client base in the Proposer's proposal to the Universities to include:

- 5.5.1.1. Number of fully insured clients currently serve at each of the university's locations.
- 5.5.1.2. On average, indicate how long these clients have been under contract with Proposer.

5.6. System Capabilities

5.6.1. For claim appeals, describe the process for coordinating the independent external appeal organizations.

5.6.2. For claim appeals, describe the process for coordinating with independent review organizations (IRO) used by your firm.

5.7. Medical Claims Processing

5.7.1. For claims that need additional information in order to adjudicate such as needing an operative report, ER visits notes, ambulance records and student status.

- 5.7.1.1. Indicate if the claims are pending or deny/closed.
- 5.7.1.2. Indicate how long a claim pending before you resolve.

5.8. Processing Time

5.8.1. Based on the most recent six (6) months and including the claim is with the clearing hour provide the following:

- 5.8.1.1. Average number of calendar days to process a clean claim from the date received to the date a check is issued to the provider/patient.
- 5.8.1.2. Average number of calendar days to process a claim from the date received to the date Explanation of Benefits (EOB) is sent to the patient.
- 5.8.1.3. Indicate the percent of claims submitted, regardless of information provided on the claim, have been processed from the received date to the date the EOB is issued. Indicate if this is in fourteen (14) calendar days.
- 5.8.1.4. Indicate the percent of claims submitted, regardless of the information provided on the claim, have been processed from the date received to the date to the date EOB is issued. Indicate if it's with thirty (30) days.

5.9. Reimbursement Procedure

- 5.9.1. Describe what, if any, hospital bill audit procedures are in place to detect mischarges and inappropriate charges on hospital bills and/or the miscoding of Diagnostic Related Groupings (DRG).
- 5.9.2. Indicate if Proposers interface with Utilization Management (UM) vendors for decisions on precertification length of stay, case management, and UR-negotiated fees discount are electronic or paper.
- 5.9.3. Describe how subrogation is administered. Indicate if it's pay and pursue or pursue and pay.
- 5.9.4. Describe how Proposer's system is used to track and document inquiries from claimants.

5.10. Medial Network Claims Payment

- 5.10.1. Describe how a continuity of care would be maintained if your firm was awarded this contract.
- 5.10.2. Provide all the scenarios in which discounts cannot be applied to bills submitted by network facilities or physicians such as workers comp and third-party liability.

5.11. Utilization Management

- 5.11.1. Indicate "yes" or "no" to meet the following requirements from 5.11.1.1 to 5.11.6.
  - 5.11.1.1. Indicate if precertification program includes analysis and determination of the following:
    - 5.11.1.1.1. Appropriate level of care
    - 5.11.1.1.2. Reasonable length of stay
    - 5.11.1.1.3. Actual medical necessity
    - 5.11.1.1.4. Appropriateness of surgery of service being requested

- 5.11.1.1.5. Necessity for a proposed pre-operative hospital stay
- 5.11.1.1.6. Necessity for proposed twenty-three hours observation stays following outpatient surgery.

5.11.2. Indicate if you agree to provide prior to authorization/precertification services to the services benefits/services which are outline in the ABOR plan document (refer to page 82) under Precertification Review.

5.11.3. Indicate if Proposer agrees to attempt to redirect pre-service callers to an appropriate in-network provider.

5.11.3.1. If Proposer is unable to meet 5.11.3., explain why and provide option to meet the requirement.

5.11.4. Indicate if the member, provider, or the Universities are responsible for obtaining a pre-service certification.

5.11.4.1. Describe when it would be the responsibility of the member to obtain approval.

5.11.5. Indicate if Proposer agrees to perform telephonic concurrent review on applicable inpatient admissions, redirect to in-network providers, and refer to case management for additional follow up.

5.11.6. Indicate if Proposer agrees to direct the patient and/or health care providers to use in-network services.

## 5.12. Utilization Management (UM) Case Management

5.12.1. Indicate if Proposer performs case management.

5.12.2. Describe the process to find cases to manage.

5.12.3. Provide the type of cases that are identified for case management.

## 5.13. Reporting

5.13.1. Indicate if Proposer agrees to provide the following reports, if they are available online, and provide a sample of each report with proposal:

5.13.1.1. Monthly enrollment report by tier and subcategory, such as but not limited to undergraduate and graduate.

5.13.1.2. Monthly paid claims report to include plan, type, status, and member cost-sharing.

5.13.1.3. Quarterly paid claims report for overpayments.

5.13.1.4. Monthly large claim report, \$50,000 with diagnosis by plan option and status.

5.13.1.5. Annual claims report by claims lag to include pending claims.

- 5.13.1.6. Monthly network utilization report by in-network, out-of-network and out-of-state.
- 5.13.1.7. Annual utilization management report to include precertification and case management.
- 5.13.1.8. Monthly large claims report to include case management status.
- 5.13.1.9. Annual wellness program report to include utilization and return of investment savings.
- 5.13.1.10. Annual disease management report to include utilization risk stratification, clinical goals compliance and return of investment savings.
- 5.13.1.11. Annual medical utilization benchmarks to include student health plan specifics and book of business.

5.13.2. Upon request, Ad Hoc reports with the ability to drill down data.

#### 5.14. Funding, Experience Rating and Retention Accounting

- 5.14.1. Describe the renewal and subsequent renewals process.
- 5.14.2. Describe the methodology and data to be used for the renewal process to include the projected incurred claims to be estimated.
- 5.14.3. Indicate the experience period(s) to be used for the first renewal.
- 5.14.4. Provide the credibility that will be given to each period of experience used.
- 5.14.5. Provide the annual trends used for the medical PPO and the pharmacy for years 2020 and 2021.
- 5.14.6. Describe the trend and margin factors that will be used for the Universities and used for renewal on the plan effective date at the premium and incurred claim level specified for the retention illustration.
- 5.14.7. Indicate if any other factors or claim charges would be applied and if so, describe the charges.
- 5.14.8. Describe the method and estimated percentage of paid claims that will be used to determine to the reserve for the incurred but not reported claims on the anniversary date for the first and subsequent years.
- 5.14.9. Indicate if Proposer's credit interest is held and if so, provide the rate of interest.
- 5.14.10. Indicate if the retention projection reflects this interest credit.
- 5.14.11. Indicate if the Proposer's credit interest on surplus between the policy anniversary date and the date the surplus is paid.

- 5.14.12. Indicate the rate of interest that will be credited on the unreported claim reserves retained.
- 5.14.13. Indicate if the interest will be returned directly to the policyholder or credited against the retention costs and provide an estimated amount to be credited during the first and subsequent policy years.
- 5.14.14. Indicate if the expected incurred claims will be compared with a desired loss ratio to determine the required premium and provide the loss ratio used for the incurred claims in the first year of retention illustration. If 100% minus the desired loss ratio is more than 5% different from the retention percentage illustrated for the first year of the retention illustration, as the percentage of the retention, indicate the reason for the difference.
- 5.14.15. Describe the technique used to calculate the required premium.
- 5.14.16. Describe the methodology for establishing, Incurred but Not Reported, reserve.
- 5.14.17. Indicate the factors used to set the rates for proposal to include:
- 5.14.17.1. Annual Trend Factor \_\_\_\_\_% of expected claims
  - 5.14.17.2. Reserve Factor \_\_\_\_\_% of expected claims
  - 5.14.17.3. Margin \_\_\_\_\_% of expected claims
- 5.14.18. Describe required reserves other than IBNR and indicate the amounts, reason for reserve, interest credited and whether reserves are refunded to the client upon policy termination.
- 5.14.19. Indicate the current leverage trend factor for \$150,000 pooling point that will be requested.
- 5.14.20. Based on the Proposer's 2021 book of business, provide the 2021 net pooling charge increases, net of pooling deductibles level charges.
- 5.14.21. Indicate if the Proposer requires mandatory pooling and if the policyholder can choose the pooling level.
- 5.14.22. Indicate if the retention provided in the rate quotation is guaranteed for the first year or if it is an estimate.
- 5.14.23. Describe how prescription drug rebates are handled with respect to claims charges and retention.
- 5.14.24. Indicate if a reduction in premium will be applied if underwritten on a non-retention basis.

- 5.14.25. Indicate if Proposer's retention projection is estimated or guaranteed, and if guaranteed, indicate how long.
- 5.14.26. Indicate if charges are applied against the premium other than the incurred claims and retention when Proposer processes the year-end experience accounting.
- 5.14.27. In the case of a year-end surplus, indicate if the entire surplus payable to the client in the form of an experience accounting dividend.
- 5.14.28. In the event of cancellation of the policy on an anniversary date or at any to other time, will a final experience accounting, taking into consideration total premium received, total claims paid and retention charges, and return the difference to the client and provide the timeline for the return.
- 5.14.29. Indicate if an annual experience accounting will be submitted to the policy holder within 120 days of the completion of the policy year.
- 5.14.30. Describe the risk-sharing arrangement.
- 5.14.31. Indicate if deficits are written off (deficit forgiveness) that exceed a certain level of premium or are all amounts carried forward to be recovered from future surpluses.
- 5.14.32. If a client terminates services and there is a deficit, indicate if the client would be liable for the deficit.
- 5.14.33. If a client terminates services and there is a surplus, indicate if the client would be able to take the surplus.
- 5.14.34. Indicate if Proposer charges interest on deficits in years after the incurred deficit and, if so, at what rate.
- 5.14.35. Indicate if Proposer agrees to limit the deficit recovery from future years' surpluses to a given amount.

5.15. No Surprise Billing

- 5.15.1. Describe how Proposer assures that the plan is compliant with federal laws and regulations concerning surprise billing and transparency with respect to the services provided.
- 5.15.2. Proposer shall be compliant with the laws and regulations by the statutory due dates.

5.15.3. Indicate if fees proposed are inclusive of all services related to laws and regulations. If not inclusive, provide additional costs the plan may incur.

5.16. Transparency Rules (not applicable to grandfathered plans)

5.16.1. Describe process for complying with the Transparency in Coverage Final Rule.

5.16.2. Indicate if an internet-based self-service tool will be available to plan participants real time cost-sharing information in accordance with the rule.

5.16.3. Describe if Proposer offers an internet-based self-service tool, and if so, describe how it differs from the regulations and options to revise.

5.16.4. Describe how the tool is available to plan participants, through the Proposer's website, by providing information to plans, or through another option.

5.16.4.1. Provide screen shots of the web portal to be used for the participant cost-sharing disclosure.

5.16.4.2. Indicate if participant notice of disclosure will be provided.

5.16.4.3. Indicate if there is an option to provide information on paper instead of through the website.

5.16.5. Indicate if Proposer provides the Universities with any of the three (3) machine readable files monthly including in-network rates, out-of-network allowed amounts, and prescription drug negotiated rates. If so, provide which the files that will be provided.

5.16.6. Describe the information technology requirements necessary for transmitting files and/or posting them.

5.16.7. Indicate if the Universities use multiple service providers for in-network or out-of-network pricing and if assistance will be provided in consolidating the information into one file.

5.16.8. Indicate if the Proposer will send information to the Universities or if they will link to another website.

5.16.9. Indicate if the Proposer has any claims prohibiting disclosure of pricing terms ("gag clause") which will be prohibited under the No Surprises Act. If so, describe how Proposer will assure they are removed and indicate the timeline for removing "gag clauses" from contracts.

5.16.10. Describe the process for paying for emergency services, non-emergency services provided at an in-network facility, and air ambulance services ("Covered Services") under the No Surprise Act.



- 5.16.11. Indicate if Proposer will establish qualifying payment amounts, recognized amounts, and out-of-network rates for Covered Services and describe the process for setting these rates and assuring participant cost-sharing is based.
- 5.16.12. If Proposer provides any preferred Network providers, describe the PPO contracts will be revised and what communications will you make to those providers concerning the No Surprise Act.
- 5.16.13. Describe the provider or facility billing processes and how they will be affected by the No Surprise Act.
- 5.16.14. Describe any State laws that affect the determination of the Recognized Amount for this Plan.
- 5.16.15. Describe how patient consent to services from an out-of-network provider and at an in-network facility and is therefore not reimbursed under the No Surprise Act.
- 5.16.16. Describe what support will be provided to the Universities if a health care provider or facility elects to negotiate an out-of-network payment amount or elects to conduct Independent Dispute Resolution.
- 5.16.17. Indicate if a complaint process for plan participants will be provided for billing complaints under the No Surprise Act.
- 5.16.18. Describe how the No Surprise Act will affect payments of air ambulance services under the Plan, and whether a proposed plan will be offered to change the benefits.
- 5.16.19. Describe the changes that will be needed to ID cards and how Proposer will provide the new cards that will contain information about deductibles and out-of-pocket maximums.
- 5.16.20. Describe the process for plan participants with an Advanced Explanation of Benefits as required under ERISA Section 716(f); PHSA Section 2799A-1(f) to accept provider notification of expected charges and services.
- 5.16.21. Describe the process to provide the Advanced EOB to participants, such as electronic means or mail when requested by the participant.
- 5.16.22. Describe the process to provide reports assuring that the Advanced EOB process is performing as required by law.
- 5.16.23. If Proposer provides a preferred provider network, describe how continuation of care will be implemented for individuals when their health care provided is terminated from the Network, under ERISA Section 718 and PHSA Section 2799A-3.

- 5.16.24. Describe how patients will be protected from being billed at an out-of-network rate and how the patient will be provided with notice under the law.
- 5.16.25. Indicate if Proposer provides a price comparison tool via internet websites and via telephone that allow a participant to compare the amount of cost sharing that they will be responsible for by participating provider and geographic region.
- 5.16.26. Describe the price comparison tool in detail, and whether any subcontractors are used to produce it.
- 5.16.27. Describe who will provide the telephone tool and at what location.
- 5.16.28. Indicate if there is a dedicated team for the Plan's participants to provide the tool and assist with its use.
- 5.16.29. Provide the internet website that will be used for the price comparison tool and indicate if the Universities will need to provide its own website to link to the tool.
- 5.16.30. Describe the process for addressing participant or provider complaints that may be made against the plan under the Act.
- 5.16.31. Indicate if Proposer will provide the Universities external review services. If so, describe how it will incorporate emergency services and air ambulance services into the external review process.
- 5.16.32. Indicate if Proposer provides prescription drug benefits. If so, Proposer will assist the Universities in reporting prescription drug costs and other information to the federal government.
- 5.16.33. Describe the process for reporting prescription drug cost information to the federal government.
- 5.16.34. Indicate if Proposer would accept responsibility for fulfilling all cost reporting obligations and if not, which ones won't be provided.
- 5.16.35. Provide if there would be a cost associated for reporting services.
- 5.17. Additional Services. Proposer may offer additional goods and/or services not specifically requested in this RFP, including associated costs. The University shall determine, in its sole discretion, which additional goods/service options are the most beneficial from both a cost and service standpoint and may further negotiate these options to include or omit, at any time throughout the Contract or any renewal term, dependent on the needs of the University.

5.18. Quality Assurance Plan. Proposals shall provide a quality assurance plan that details the methods by which the Proposer guarantees performance.

5.19. Sustainability.

5.19.1. The University is committed to buying products with recycled content or environmentally sustainable alternatives. Identify all environmentally sustainable features and supply all relevant specifications of offered products. Include in the Proposal, information regarding Proposer's overall sustainable efforts.

## 6. PRICING AND PAYMENT

- 6.1. Proposer shall submit a detailed cost proposal in the format found in Exhibit 2 to include all aspects of providing the scope of work associated with this RFP.
- 6.2. Any pricing and/or revenue offerings in a Proposal may be considered a final offer by the University, whether stated as amounts or percentages, and/or whether or not offered on an all-or-none basis, unless otherwise specified in the Proposal. The University may accept or reject in part or entirely a Proposal's pricing and/or revenue offerings, unless otherwise specified in the Proposal. A Proposal's pricing and/or revenue offering may not be modified after Opening unless the University, at its sole discretion, permits such modification. The University may reject any Proposal in which the pricing and/or revenue offering does not conform to the prescribed manner and method in this RFP
- 6.3. Method of Payment & Discount for Early Payment. The Universities preferred method of payment is via credit card. Each Proposal shall indicate whether Proposer will:
  - 1) Accept payment via credit card at the time of purchase without assessing credit card fees;
  - 2) Offer an early payment discount (and describe the offering);
  - 3) Offer an early payment discount if paid via credit card;
  - 4) Accept payment via a Single Use Account when the invoice is processed through Accounts Payable. A Single Use Account is a card-based payment solution that acts like a check by providing a 16-digit virtual account number for each payment.

7. **QUALIFICATIONS/FINANCIAL STATEMENTS** The Universities' are soliciting Proposals from Persons which are in the business of providing services as listed in this RFP. Failure to include any requested information may be grounds for rejection of the Proposal.
- 7.1. **Prior Experience.** Proposals shall present a corporate history/management summary and evidence that the Proposer and/or its officers have been engaged for a minimum of three (3) years in providing similar products and services as described herein. Proposer may also describe Proposer's growth for the past five (5).
- 7.1.1. Describe any restructuring, mergers, and/or downsizing that has occurred over the past three (3) years or is anticipated in the next two (2) years.
- 7.1.2. Detail Proposer's experience with similar/like projects.
- 7.2. **Financial Statements:** Proposals to include information satisfying one of the following options:
- 7.2.1. **Option A** (Preferred). Proposers who have audited financial statements are to provide audited financial statements for the two (2) most recent available years. If the financial statements are intended to be confidential, submit one (1) copy in a separate sealed envelope, marked prominently with the Proposer's name and the phrase, "Confidential – Financial Statements."
- 7.2.2. **Option B.** If Proposer does not have audited financial statements, the Proposal shall include the Proposer's two (2) most recent tax returns or compiled financial statements by an independent CPA. If the financial statements or tax returns are intended to be confidential, submit one (1) copy in a separate sealed envelope, marked prominently with the Proposer's name and the phrase, "Confidential – Financial Statements."
- 7.3. **Disputes/Litigation.**
- 7.3.1. Describe the material issues of any current patent or copyright lawsuits or any other legal actions against Proposer including, but not limited to, parties of dispute, description of technology involved, equipment affected, jurisdiction, and date of legal complaint.
- 7.3.2. Describe litigation disputes for the past 5 years related to similar projects or Proposer's ability to perform.

7.4. Proposer References.

7.4.1. Provide, at minimum, three (3) references, not including the University, identifying firms with requirements similar to those of the University. Provide the name of the firm, contact person, email and the telephone number.

7.4.2. The University may, but is not required to, contact the provided references and/or additional references not provided by Proposer. The University may give preference to those references that are most similar to the University.

## 8. RFP PROCESS

8.1. Intent / Right to Terminate and Recommence RFP Process. The University intends to enter into a Contract with one or more Proposers whose Proposal(s) are considered to be in the best interests of the University. However, the University may terminate this RFP process at any time up to notice of Award, without prior notice, and without liability of any kind or amount. Further, the University reserves the right to commence one or more subsequent RFP processes seeking the same or similar products or services covered hereunder.

### 8.2. Communications Regarding the RFP.

8.2.1. No department, school, or office at the University has the authority to solicit or receive official Proposals other than Contracts, Purchasing and Risk Management. All solicitations are performed under the supervision of the Chief Procurement Officer and in accordance with University policies and procedures.

8.2.2. Any and all questions regarding this RFP shall be directed to the Purchasing unit of Contracts, Purchasing and Risk Management and to no other office or individual at the University. Any Proposer who improperly attempts to communicate with unauthorized University personnel regarding the RFP may face disqualification at the discretion of the University.

8.2.3. All formal inquiries or requests for significant or material clarification or interpretation, or notification to the University of errors or omissions relating to this RFP must be in writing, and directed by email to: Debra Cisneros. All formal inquiries must be submitted at least ten (10) calendar days before the time and date set for closing this RFP. Failure to submit inquiries by this deadline may result in the inquiry not being answered. Addenda will be posted to the University's bid board at <https://in.nau.edu/contracting-purchasing-services/nau-bid-board/>, it is the responsibility of the Proposer to obtain any addenda to this RFP. Failure to receive addenda shall not constitute a basis for claim, protest, or reissuance of the RFP.

8.2.4. The University may answer informal questions orally. The University makes no warranty of any kind as to the correctness of any oral answers and uses this process solely to quickly provide minor clarifications. Oral statements or instructions shall not constitute an addendum to this RFP. Proposer shall not be entitled to rely on any verbal response from the University.

8.3. Schedule of Events. The following is the schedule that will apply to this RFP but may change in accordance with the University's needs.

|            |  |
|------------|--|
| 01-14-2022 | Issuance of RFP  |
| 01-26-2022 | Zoom Pre-Proposal Conference                                       |
| 02-01-2022 | Technical Questions/Inquiries due no later than 5:00 PM/MST        |
| 02-10-2022 | RFP is Due Thursday, February 10, 2022, no later than 3:00 PM, MST |

|            |                        |
|------------|------------------------|
| 03-01-2022 | Proposer Presentations |
| 03-10-2022 | Complete Evaluations   |
| 03-15-2022 | Award Notification     |

- 8.4. Pre-Proposal Conference. A non-mandatory pre-proposal conference will be held for potential Proposers. The purpose of the conference is to provide for questions and answers regarding terms, conditions, or specifications of the RFP. Notification of attendance or nonattendance should be made to Debra Cisneros at [Debra.Cisneros@nau.edu](mailto:Debra.Cisneros@nau.edu).

Date: Wednesday, January 26, 2022  
Time: 11:00 A.M, MST  
Place: Zoom

Join Zoom Meeting Link

<https://nau.zoom.us/j/87013469539>

Meeting ID: 870 1346 9539

Password: P22DC003

The Procurement Officer may choose to call for additional pre-proposal conference(s) if, in the sole judgment of the Procurement Officer, there is a need for such conference(s).

- 8.5. Submitting Proposals.

8.5.1. All Proposals shall be submitted, and all communications with university shall be made in accordance with the terms of this RFP.

8.5.2. Proposals are to be addressed and delivered to Contracts, Purchasing and Risk Management at 545 E. Pine Knoll Drive, Flagstaff, Arizona 86011 on or before Thursday, February 10, 2022, by 3:00 P.M., MST at which time a representative of the University will announce publicly the names of those firms or individuals submitting Proposals. No Proposals will be accepted after this time. No other public disclosure will be made regarding the RFP until after issuance of a notice of intent to Award or notice of Award of the Contract. No telephone, electronic or facsimile proposals will be considered. Conditional Proposals shall not be considered. If responding by United States Postal Services mail, allow additional time for on-campus delivery. Proposals will be opened at the Zoom meeting identified below. **Proposals received after Opening will be returned to the Proposer unopened.**



Topic: P22DC003 Bid Opening  
Time: February 10, 2022, 03:00 PM MST  
Join Zoom Meeting Link

<https://nau.zoom.us/j/84396903883>

Meeting ID: 843 9690 3883

Password: P22DC003

- 8.5.3. Proposal shall be submitted in the format shown in Exhibit 1. Proposals in any other format may be rejected. Proposals should include page numbers. The University reserves the right to reject, without prior notice, any Proposal that it deems overly complex, disorganized, or difficult to evaluate. The University reserves the right to make such a decision without any input or communication from any other party.
- 8.5.4. The University may, at its sole option, ask the Proposer to provide information that is not included in the Proposal or evaluate the Proposal as submitted.
- 8.5.5. Proposals shall be signed by an individual with authority to bind the Proposer. The University may reject any Proposal if it is not signed as indicated and/or required by the areas, spaces, or forms provided within this RFP.
- 8.5.6. Proposers are to submit one (1) original Proposal to the University, in hardcopy form, along with [1] copy in electronic form, on a CD, flash drive or other removable storage device, in either Microsoft Word or as an Adobe PDF file.
- 8.5.7. Proposals must be submitted in a **marked and sealed container** (e.g. an envelope or box) and the exterior of the container must clearly and conspicuously display the following identifying information in addition to any other information otherwise required for transmittal: 1) the Name of the Proposer; 2) Title of Proposal; 3) RFP Number; and 4) Date and Time Proposals are Due.
- 8.5.8. Proposer is encouraged to use recycled paper and double-sided copying for the production of all printed and photocopied Proposal documents.
- 8.5.9. As a public institution that is subject to Arizona's Public Records laws, the University discourages Proposers from submitting confidential and/or proprietary information to the University. If the Proposer needs to submit confidential or proprietary information with its Proposal, the Proposer must submit such information in a separate envelope from the Proposal and clearly and conspicuously mark the submittals as "Confidential/Proprietary Information." The University will have sole discretion to determine whether any submitted information is actually confidential and/or proprietary. The envelope must also contain the reason(s) why the enclosed material is to be considered confidential or proprietary if deemed confidential by the University. Trade secrets or other proprietary data contained in the proposal documents shall be maintained as confidential in accordance with procedures promulgated by the Procurement Officer and subject to limitations in

Arizona or Federal law. Contract terms and conditions, pricing, and information generally available to the public are not generally considered confidential information. Any watermarks, footnotes, or reference to confidential and/or proprietary throughout the Proposal will be disregarded as boilerplate markings.

8.6. Discussions with Proposers.

- 8.6.1. Following the opening of the Proposals, the University may conduct Discussions, including oral in-person presentations, with Responsible Proposers whose Proposals are determined, by the University, to be reasonably susceptible to being selected for Award. The University also reserves the right to select the most Responsive and Responsible Proposer(s) without further discussion, negotiation, or prior notice. The University may presume that any Proposal is a best-and-final offer.
- 8.6.2. During Discussions provided for by Section 7.6.1, the University may accept revisions of Proposals and negotiate price changes. Selected Proposers participating in Discussions shall be accorded fair treatment with respect to any opportunity for Discussions or revisions of Proposals. If revisions are permitted, all selected Proposers will be invited to submit a final Proposal revision.
- 8.6.3. During any Discussion period, the University will not disclose any information derived from Proposals submitted, or from Discussions with other Proposers. Once a Contract is executed, the RFP file, and the Proposals contained therein, are in the public record and will be disclosed upon request.
- 8.6.4. After determining the Proposal(s) that is the most advantageous to the University, the University reserves the right to negotiate, prior to Award, with such Proposer(s) to finalize the terms of the Contract, resolve minor errors, clarify necessary details or responsibilities, obtain the lowest and best pricing, or otherwise as necessary to finalize the Contract.
- 8.6.5. Notification of Non-Selection. The University reserves the right not to notify Proposers not selected for further consideration or Award. The University may, in its sole discretion, post Awards to its website.

## 9. EVALUATION CRITERIA

Selection of Successful Proposer. The Award shall be made to the Responsible Proposer whose Proposal is determined to be the most advantageous to the University based on the evaluation factors set forth in this RFP. Price, although a consideration, will not be the sole determining factor.

9.1. Criteria. The evaluation of Proposals will be based on the following criteria with the indicated points possible for each category:

9.1.1. Proposer's Qualifications, Project Resources, Client References (refer to Section 7). – 10 Points

9.1.2. Scope of Work (refer to Section 4) – 20 Points

9.1.3. Responses to Proposers Questions (refer to Section 5) – 30 Points

9.1.4. Pricing (refer to Section 6) – 30 Points

9.1.5. Exceptions to the Terms and Conditions of the RFP (refer to Section 3.2). Points may or may not be assigned to this category, however Proposals that are contingent upon changes to the University's terms and conditions may, if the University at its sole discretion determines not to accept the alternate terms and conditions, be considered non-responsive.

9.1.6. Overall responsiveness to RFP. – 10 Points

## 10. CONTRACT TERMS AND CONDITIONS AND INSURANCE

The University will require the Successful Proposer to enter into a written agreement that includes or incorporates the mandatory Terms and Conditions set forth in Exhibit 5 hereto. Proposals that are contingent upon any changes to these mandatory terms and conditions, and insurance requirements may be deemed to be non-responsive and may be rejected.

**Proposals must state, in detail, any exceptions taken to the terms and conditions included in Exhibit 5.**

## **11. CERTIFICATIONS AND FORMS**

Each Proposal must include the following certifications and forms signed by an individual with authority to bind the Proposer. University forms of certification are attached as Exhibit 3. Failure to include any of the following certifications may result in the Proposal being rejected as nonresponsive Certification of Proposal

11.1. Vendor Information

11.2. Federal Debarred List Certification

11.3. Request for Proposal Certification

11.4. Anti-Lobbying Certification

## **EXHIBIT 1 – PROPOSAL FORMAT**

In order to facilitate direct comparison, submit Proposal using the following format, listed in order, and index tabbed to match. Failure to follow instructions regarding format may result in rejection of Proposal. Include the following with Proposal.

1. Completed and signed RFP Certification (refer to Exhibit 3).
2. Completed and signed Anti-Lobbying Certification (refer to Exhibit 3).
3. Completed and signed Federal Debarred List Certification (refer to Exhibit 3)
4. Proposer's Qualifications and Experience (refer to Section 7.).
5. Project Resources (refer to Section 3.3).
6. Client References (refer to Section 7.4).
7. A detailed technical Proposal (refer to Section 4 and 5).
8. Exceptions to the Terms and Conditions of the RFP (refer to Section 3.2).
9. Pricing Proposal (refer to Section 6).
10. Proposer Information (refer to Exhibit 3).

## **EXHIBIT 2-PRICING PROPOSAL**

Submit a detailed cost proposal using the link below:

[Pricing Proposal](#)

Pricing to include the following:

1. Proposed Rates
2. Retention Illustration
3. Network Hospital Provider Comparison
4. Network Physician Provider Comparison
5. Network Outpatient Provider Comparison
6. Medical Provider Counts by Location
7. Provider Counts by Specialty and by Location
8. Self-Reported Discounts
9. Discount Type
10. Proposed Plan Design

**EXHIBIT 3 – CERTIFICATIONS**



## REQUEST FOR PROPOSAL CERTIFICATION

Date:

Contracts, Purchasing, and Risk Management  
Northern Arizona University

The undersigned certifies, pursuant to Arizona Revised Statute [38-503](#), that to the best of his/her knowledge (check one):

- There is no officer or employee of Northern Arizona University who has, or whose relative has, a substantial interest in any Contract award subsequent to this RFP.
- The names of any and all public officers or employees of Northern Arizona University who have, or whose relative has, a substantial interest in any Contract award subsequent to this RFP are identified by name as part of the submittal.

The undersigned further certifies, in accordance with Federal Acquisition Regulation 52.209-5, that Proposer (check one)  IS or  IS NOT currently debarred, suspended, or proposed for debarment by any federal entity. The undersigned agrees to notify the University of any change in this status, shall one occur, until such time as an award has been made under this procurement action. The debarred list (List of Parties Excluded from Federal Procurement and Non-Procurement Programs) can be found at: <https://www.sam.gov/portal/SAM/#1>.

In compliance with RFP Number: \_\_\_\_\_ and after carefully reviewing all the terms and conditions imposed therein, the undersigned agrees to furnish such goods and/or services in accordance with the specifications/scope of work according to the Offer submitted or as mutually agreed upon by subsequent negotiation.

|   |       |  |
|---|-------|--|
| Name of Proposer                          |       |  |
|   |       |  |
| Name of Contact                           |       | Title of Contact                         |
|   |       |  |
| Address 1                                 |       | Address 2                                |
|   |       |  |
| City                                      | State | Zip Code                                 |
|   |       | -  |
| Telephone Number                          |       | E-mail address                           |
| (      )      -                           |       |  |
| Print Name of Proposer's Authorized Agent |       | Signature of Proposer's Authorized Agent |
|   |       |  |
| Title of Proposer's Authorized Agent      |       | Date                                     |
|   |       |  |

**AN AUTHORIZED AGENT OF THE OFFEROR  
SHALL SIGN THE PROPOSAL CERTIFICATION**

## ANTI-LOBBYING CERTIFICATION

Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (Sept 2007). In accordance with the Federal Acquisition Regulation, 52.203-11:

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The Proposer, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989.

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of this contract;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the Proposer shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by Section 1352, Title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

|   |       |  |
|---|-------|--|
| Name of Proposer                          |       |  |
|   |       |  |
| Name of Contact                           |       | Title of Contact                         |
|   |       |  |
| Address 1                                 |       | Address 2                                |
|   |       |  |
| City                                      | State | Zip Code                                 |
|   |       | -  |
| Telephone Number                          |       | E-mail address                           |
| (    )    -                               |       |  |
| Print Name of Proposer's Authorized Agent |       | Signature of Proposer's Authorized Agent |
|   |       |  |

| Title of Proposer's Authorized Agent | Date |
|--------------------------------------|------|
|                                      |      |

**AN AUTHORIZED AGENT OF THE OFFEROR  
SHALL SIGN THE ANTI-LOBBYING CERTIFICATION**

## FEDERAL DEBARRED LIST CERTIFICATION

Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters (Dec 2001)

In accordance with the Federal Acquisition Regulation, 52.209-5:

- (a) (1) The Proposer certifies, to the best of its knowledge and belief, that—  
(i) The Proposer and/or any of its Principals—

(A) (check one) Are (  ) or are not (  ) presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; (The debarred list (List of Parties Excluded from Federal Procurement and Nonprocurement Programs) is at <http://epls.arnet.gov> on the Web.)

(B) (check one) Have (  ) or have not (  ), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) (check one) Are (  ) or are not (  ) presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Proposer (check one) has (  ) or has not (  ), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) “Principals,” for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Proposer shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Proposer learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Proposer’s responsibility. Failure of the Proposer to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Proposer nonresponsible.


(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Proposer is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Proposer knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

|   |       |  |
|---|-------|--|
| Name of Proposer                          |       |  |
|   |       |  |
| Name of Contact                           |       | Title of Contact                         |
|   |       |  |
| Address 1                                 |       | Address 2                                |
|   |       |  |
| City                                      | State | Zip Code                                 |
|   |       | -  |
| Telephone Number                          |       | E-mail address                           |
| (    ) -                                  |       |  |
| Print Name of Proposer's Authorized Agent |       | Signature of Proposer's Authorized Agent |
|   |       |  |
| Title of Proposer's Authorized Agent      |       | Date                                     |
|   |       |  |

**AN AUTHORIZED AGENT OF THE OFFEROR  
SHALL SIGN THE FEDERAL DEBARRED LIST CERTIFICATION**

## PROPOSER INFORMATION

|  |  |  |   |
|--|--|--|---|
| <br><small>Contracts, Purchasing,<br/>and Risk Management</small>   | <b>NORTHERN ARIZONA UNIVERSITY</b><br>SUBSTITUTE W-9 & VENDOR AUTHORIZATION FORM<br>Contracts, Purchasing and Risk Management Services<br>928-523-4557 | DO NOT<br>SEND TO IRS<br>RETURN TO<br>NAU  |   |
| Foreign individuals/business entities doing business within the U.S. should complete the Foreign Substitute W-9 available at <a href="http://nau.edu/Contracting-Purchasing-Services/Forms/">http://nau.edu/Contracting-Purchasing-Services/Forms/</a> . |  |  |   |
| <b>1. Taxpayer Identification Number (TIN):</b>  |  | <input type="checkbox"/> Employer ID Number (EIN)<br><input type="checkbox"/> Social Security Number (SSN) |   |
| <b>2 LEGAL NAME:</b><br><small>(must match TIN above)</small>  |  |  |   |
| <b>3. DUNS #</b> (If applicable)   |  |  |   |
| <b>4. LEGAL MAILING ADDRESS:</b>   | <small>(Where check, tax information, and general correspondence is to be sent)</small>  |  |   |
| DBA (Doing Business As):   |  |  |   |
| Address:   |  |  |   |
| Address Line 2:  |  |  |   |
| City:  | State:   | ZIP Code:  |   |
| <b>5. Remit to Address:</b>  | <input type="checkbox"/> Same as Legal Mailing Address   |  |   |
| Address:   |  |  |   |
| Address Line 2:  |  |  |   |
| City:  | State:   | ZIP Code:  |   |
| <b>6. Contact Name:</b>  |  |  |   |
| Phone Number:  |  |  |   |
| Email Address:   |  |  |   |
| <b>7. ENTITY TYPE</b>  |  |  |   |
| <input type="checkbox"/> Individual (not a business)   | <input type="checkbox"/> Sole proprietor (Individually owned business) or sole proprietor organized as LLC or PLLC                                     | <input type="checkbox"/> Corporation (NOT providing health care, medical or legal services)                | <input type="checkbox"/> Corporation (providing health care, medical or legal services) |
| <input type="checkbox"/> The US or any of its policital subdivisions or instrumentalities  | <input type="checkbox"/> A state, a possession of the US, or any of their policital subdivisions or instrumentalities                                  | <input type="checkbox"/> Tax-exempt organizations under IRC §501   | <input type="checkbox"/> Partnership, LLP or partnership organized as LLC or PLLC       |
| <b>8. Business Purpose:</b>  |  |  |   |
| <input type="checkbox"/> Medical <input type="checkbox"/> Merchandise <input type="checkbox"/> Legal <input type="checkbox"/> Other, Specify:  |  |  |   |
| <b>9. Product or Service Provided/<br/>Purpose of Payment:</b>   |  |  |   |



Contracts, Purchasing, and Risk Management

NORTHERN ARIZONA UNIVERSITY
SUBSTITUTE W-9 & VENDOR AUTHORIZATION FORM
Contracts, Purchasing and Risk Management Services
928-523-4557

DO NOT SEND TO IRS RETURN TO NAU

10. FEDERAL INFORMATION - REQUIRED

What is the Federal classification type of your business? - see definitions on link below. (S.B.A. Small Business definition FAR 19.001 and size standards FAR 19.102)

http://www.sba.gov/size

LARGE Business? YES [ ] NO [ ]

SMALL Business? YES [ ] NO [ ]

Please check all that apply to your business for Federal Supplier Type:

Service Disabled Veteran Owned (VD) [ ]

Small Disadvantaged (SD) [ ]

Women Owned (WO) [ ]

Veteran Owned (VO) [ ]

Minority Institution (MI) [ ]

HUB Zone (HZ) [ ]

Note: Supplier type will be verified through the System for Award Management

https://www.sam.gov

11. Residency (Select one):

[ ] U.S. Person, Includes Resident Alien

[ ] Nonresident Alien performing services outside the U.S.

12. CERTIFICATION

Under penalties of perjury, I certify that :

- 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me),
2. I am not subject to backup withholding.
3. I am a U.S. person (including a resident alien). Cross '3' if non-resident doing business outside the U.S.
4. I certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from doing business with the federal government. See Federal Acquisition Regulation section 52.209-6 for more information regarding debarment.

The Internal Revenue Service does not require your consent to any provision of this document other than the certification required to avoid backup withholding.

Payment Term: Net 30 in accordance with A.R.S. 35-342

PRINT NAME:

SIGNATURE:

Title:

Date:

NAU Contact Name and Phone/Email:

AN AUTHORIZED AGENT OF THE OFFEROR SHALL SIGN THE VENDOR INFORMATION

Northern Arizona University is an Equal Opportunity/Affirmative Action Institution.

**EXHIBIT 4 – FORM CONTRACT**

CONTRACT FOR GOODS AND/OR SERVICES

This Contract (“Contract”) is made between the Arizona Board of Regents (“ABOR”), for and on behalf of Northern Arizona University (“University”), and \_\_\_\_\_ (“Contractor”).

**WHEREAS** the University issued Request for Proposal # \_\_\_\_\_ for \_\_\_\_\_.

**WHEREAS** the Contractor responded with its proposal.

**WHEREAS** the University awarded a Contract the Contractor.

**NOW, THEREFORE**, in consideration of the above premises, the parties hereto agree as follows:

**1. Contract.** Contractor agrees to provide \_\_\_\_\_ (“Services”) to include but not limited \_\_\_\_\_ in accordance with the terms and conditions herein and Exhibit A, attached hereto and incorporated herein by reference.

**2. Term.**

a. The Contract shall commence on \_\_\_\_\_, for an initial one (1) year period with the option to renew for four (4) additional one (1) year periods for a total term not to exceed five (5) years.

b. The University may terminate the Contract, in whole or in part, with or without cause, upon thirty (30) days written notice to Contractor. Subject to the provision of any Transition Services (as defined below), upon termination, Contractor will refund to the University all prepaid amounts for Services not delivered or performed. If the Contract is terminated pursuant to this section, subject to the provision of any Transition Services, the University will pay Contractor, as full compensation under the Contract: (1) the portion of Services delivered or performed and accepted prior to the effective date of termination based on the unit prices in the Contract, or, if no unit prices are provided, the pro rata amount of the total order price based on the amount delivered or performed; and (2) a reasonable amount, not otherwise recoverable from other sources by Contractor, and as approved by the University, with respect to the undelivered, unperformed, or unacceptable portion of the Services. In no event will compensation paid previously under the Contract together with compensation paid under this section exceed the total purchase order or Contract price.

c. The University may terminate the Contract, in whole or in part, if Contractor defaults on any of its obligations in the Contract and fails to cure such default within seven (7) days after receiving notice of default from the University. In the event of such a default, the University may procure the Services from other sources and Contractor will be liable to the University for any excess costs the University incurs.

d. The University shall have the right to terminate this Contract at any time in the event the Contractor files a petition in bankruptcy, or is adjudicated bankrupt; or if a petition in bankruptcy is filed against the Contractor and not discharged within thirty (30) days; or if the



Contractor becomes insolvent or makes an assignment for the benefit of its creditors or an arrangement pursuant to any bankruptcy law; or if a receiver is appointed for the Contractor or its business.

e. Upon termination of the Contract or termination of any Services (regardless of the reason for termination), the parties will work in good faith to transition the terminated Services to the University or its designee(s), with minimum interruption to the University's business. At the University's option, Contractor will continue to provide Services and will provide transition support at rates consistent with the terms of the Contract for a period of no longer than one-hundred and eighty (180) days following the termination date (the Transition Period). Contractor will provide the post-termination Services (the Transition Services) at least at the same levels of quality and timeliness of performance as Services were provided prior to termination, in a professional manner, with high quality, and in accordance with industry standards. The parties may, by written agreement, modify the Transition Services to be provided and the length of the Transition Period.

**3. Survival.** All provisions of the Contract that anticipate performance after the termination of the Contract, and all provisions necessary or appropriate to interpret and enforce such provisions, will survive termination of the Contract.

**4. Settlement Method and Terms.** Payment will be subject to the provisions of Title 35 of the Arizona Revised Statutes (ARS), as amended from time to time, relating to time and manner of submission of claims. The University's obligation will be payable only and solely from funds appropriated for the purpose of the Contract. After delivery and acceptance of the Services, Contractor will submit an acceptable invoice to the University. Invoices must be itemized, reference the appropriate University purchase order number, and include sufficient detail to document the invoiced amount. The University will pay Contractor for the Services delivered and accepted net 30 days after receipt by the University of an invoice meeting the requirements of this section. Invoices will be electronically delivered to the University's Accounts Payable department by email to [AccountsPayable@nau.edu](mailto:AccountsPayable@nau.edu).

**6. Independent Contractor.** Contractor is an independent contractor. Neither the University nor Contractor may bind the other. None of the Contractor Parties will be employees, agents, partners, or joint venturers of the University. None of the Contractor Parties will be eligible for any benefits from the University, including worker's compensation coverage. Contractor is responsible to the University for compliance with the Contract by the Contractor, or any of its owners, officers, directors, members, managers, agents, employees, contractors or subcontractors at all tiers (together with Contractor, the Contractor Parties). Contractor will determine Contractor's hours of work, and will provide all tools, equipment, and supplies Contractor determines to be necessary to deliver and perform the Services. Contractor will maintain all business registrations and licenses required to deliver and perform the Services. Contractor is using its own knowledge, skill, and technical know-how in the delivery and performance of the Services and is not being supervised by the University. The conduct and control of the Services lies solely with Contractor, and the University is interested only in final results.

**7. Work Product.** All reports, drawings and other work products in any medium produced by Contractor as a part of the Services rendered under this Contract shall be provided to and be the sole property of the University. Contractor shall not release this work product or other information obtained or produced pursuant to this Contract without the prior written consent of the University.

8. **Conflict of Interest.** The parties agree that this Contract may be canceled for conflict of interest in accordance with A.R.S. § 38-511.

9. **Dispute Resolution.** If a dispute arises under the Contract, the parties will exhaust all applicable administrative remedies provided for under Arizona Board of Regents Policy 3-809.

10. **Arbitration.** The parties agree to arbitrate disputes filed in Arizona Superior Court that are subject to mandatory arbitration pursuant to ARS § 12-133.

11. **Indemnification.**

a. Contractor shall indemnify, defend and hold harmless, the University, the State of Arizona, and the Arizona Board of Regents and their employees and agents from all losses, damages, claims, liabilities, costs and expenses (including, without limitation, costs and expenses of litigation and alternative dispute resolution, reasonable attorneys' and paralegals' fees, worker's compensation claims, unemployment compensation claims and unemployment disability claims) arising from any actual or alleged damage to property, injury to any person, or death of any person to the extent that such damage, injury or death arises from any actual or alleged act or omission (including, without limitation, negligence and willful misconduct) of Contractor or any of Contractor's employees, agents or representatives in connection with or incident to performance of this Contract, provided, however, that this indemnification shall not include (i) losses, damages, claims, liabilities, costs and expenses arising from professional errors or omissions of Contractor or any of Contractor's employees, agents or representatives or (ii) losses, damages, claims, liabilities, costs and expenses of the University or the Arizona Board of Regents arising from any obligation undertaken by the University or the Arizona Board of Regents in any contract entered into in connection with the Services of Contractor.

b. Notwithstanding any expiration or termination of this Contract, this indemnification shall remain in effect indefinitely without termination as to acts and omissions actually occurring or alleged to have occurred prior to expiration of termination of this Contract.

12. **Non-Appropriation.** This Contract may be canceled without any further obligation on the part of the University in the event that sufficient appropriated funding is unavailable to assure full performance of its terms. Contractor shall be notified in writing of any such non-appropriation at the earliest opportunity.

13. **Inspection.** To the extent required by ARS § 35-214, all books, accounts, reports, files and other records relating to this Contract shall be subject at all reasonable times to inspection and audit by ABOR, the University, or the Auditor General of the State of Arizona, or their agents for five (5) years after completion of this Contract. Such records shall be produced at the University, or other location as designated by the University, upon reasonable notice to the Contractor.

14. **Authorized Presence Compliance.** As required by ARS § 41-4401, the University is prohibited from awarding a contract to any contractor or subcontractor that fails to comply with ARS § 23-214(A) (verification of employee eligibility through the e-verify program). Contractor warrants that it and its subcontractors comply fully with all applicable federal immigration laws and regulations that relate to their employees and their compliance with ARS § 23-214(A). A breach of this warranty will be a material breach of this Contract that is subject to penalties up to and including termination of this Contract. The University retains the legal right to inspect the papers of any Contractor or Contractor Party employee who works hereunder to ensure that the Contractor or Contractor Party is complying with the above warranty.

**15. No Boycott of Israel.** If the Services provided under this Contract include the acquisition of services, supplies, information technology or construction with a value of at least \$100,000 and Contractor is engaged in for-profit activity and has 10 or more full-time employees, then, to the extent required by ARS § 35- 393.01, Contractor certifies it is not currently engaged in, and during the term of this Contract will not engage in, a boycott of goods or services from Israel.

**16. Insurance Requirements.** Without limiting any liability of or any other obligation of Contractor, Contractor shall procure and maintain (and cause its subcontractors to procure and maintain), until all of their obligations have been discharged or satisfied, including any warranty periods under this Contract, insurance against claims that may arise from or in connection with the performance of work hereunder by Contractor, its agents, representatives, employees or subcontractors, the minimum insurance coverages listed below, unless otherwise agreed to in writing. Contractor’s insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Authorized Insurers. Insurers shall have an “A.M. Best” rating of not less than A- VII. The University in no way warrants that the above required minimum insurer rating is sufficient to protect the Contractor from potential insurance insolvency. Self-insurance may be accepted in lieu of or in combination with the insurance coverage requested.

- a. **Commercial General Liability** of \$1,000,000 minimum limit for each occurrence and \$2,000,000 general aggregate, to include coverage for bodily injury, property damage, personal and advertising injury, and broad form contractual liability coverage.

|   |             |
|---|-------------|
| Each Occurrence                           | \$1,000,000 |
| Damage to Rented Premises                 | \$50,000    |
| Personal and Advertising Injury           | \$1,000,000 |
| General Aggregate                         | \$2,000,000 |
| Products – Completed Operations Aggregate | \$1,000,000 |
| Liquor Liability (if applicable)          | \$1,000,000 |

- b. **Automobile Liability** of \$1,000,000 minimum Combined Single Limit each occurrence, to include coverage for bodily injury and property damage for any owned, hired, and/or non-owned automobiles assigned to or used in the performance of this Contract.
- c. **Workers Compensation** coverage for all employees which meets Arizona statutory benefits and Employers’ Liability insurance with a minimum limit of \$1,000,000 each accident, \$1,000,000 disease – each employee, and \$1,000,000 disease – policy limit.
  - i. This requirement shall not apply to each Contractor or subcontractor that is exempt under ARS § 23-901 and when such Contractor or subcontractor executes the appropriate form (Sole Proprietor Waiver or Independent Contractor Agreement).
- d. If applicable, in the University’s sole discretion, Professional Liability (Errors and Omissions Liability) of \$1,000,000 minimum limits for each claim (or each wrongful act) and 2,000,000 annual aggregate.
  - i. In the event that the Professional Liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

- ii. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the scope of work of this Contract.
- e. If applicable, in the University's sole discretion, Builder's Risk or Installation Floater (as appropriate) in an amount that represents the estimated completed value of the project.
- f. If Contractor is providing software, software or systems development or hardware, or is an internet/application service provider (e.g. web hosting), then Technology Errors and Omissions insurance with minimum limits of \$2,000,000 each claim (or each wrongful act) and \$2,000,000 annual aggregate.
  - i. Such insurance shall cover any and all errors, omissions, or negligent acts in the delivery of products, services, and/or licensed programs under this Contract.
  - ii. Coverage shall include copyright infringement, infringement of trade dress, domain name, title or slogan.
  - iii. In the event that the Technology Errors and Omissions insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.
- g. If Contractor is directly connected to the University's network, information security vendor, or internet/application service provider (e.g. web hosting), then Network Security (Cyber) and Privacy Liability with minimum limits of \$2,000,000 each claim (or wrongful act) and \$2,000,000 annual aggregate.
  - i. Such insurance shall include, but not be limited to, coverage for third party claims and losses with respect to network risks (such as data breaches, unauthorized access or use, identity theft, theft of data) and invasion of privacy regardless of the type of media involved in the loss of private information, crisis management and identity theft response costs. This should also include breach notification costs, credit remediation and credit monitoring, defense and claims expenses, regulatory defense costs plus fines and penalties, cyber extortion, computer program and electronic data restoration expenses coverage (data asset protection), network business interruption, computer fraud coverage, and funds transfer loss.
  - ii. In the event that the Network Security (Cyber) and Privacy Liability required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.
- h. If Contractor is providing content such as but not limited to software code, text, data, images, and other media-related services including web design and/or marketing firms, then Media Liability insurance with minimum limits of \$2,000,000 each claim (or each wrongful act) and \$2,000,000 annual aggregate.

- i. Such insurance shall cover any and all errors and omissions or negligent acts in the production of content, including but not limited to plagiarism, defamation, libel, slander, false advertising, invasion of privacy, and infringement of copyright, title, slogan, trademark, service mark and trade dress.
- ii. In the event that the Media Liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.
- i. Policies for Commercial General Liability and Automobile Liability shall be endorsed to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of Contractor. Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits are in excess of those required by this Contract.
- j. Policies for Commercial General Liability, Automobile Liability, and Workers Compensation shall contain a waiver of subrogation endorsement in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of Contractor.
- k. Such coverage shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by Northern Arizona University, the Arizona Board of Regents, or the State of Arizona shall be excess and not contributory insurance, as provided by ARS §41-621(E).
- l. With the exception of ten (10) days' notice of cancellation for non-payment of premium, Contractor's insurance shall not be permitted to expire, be suspended, be cancelled, or materially changed for any reason without thirty (30) days prior written notice to the University.
- m. Contractor will furnish the University with valid certificate(s) of insurance required by this Contract and coverage must be in effect at or prior to commencement of work under this Contract and remain in effect for the term of this Contract.
- n. The University's project or purchase order number and project description will be noted on each certificate of insurance.
- o. The Certificate Holder shall be listed as "State of Arizona, Arizona Board of Regents and Northern Arizona University".
- p. Failure on the part of Contractor to maintain these requirements or provide evidence of renewal, shall constitute a material breach of this Contract upon which the University may immediately terminate this Contract, or, in the University's sole discretion, procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by the University shall be repaid by Contractor to the University upon

demand, or the University may offset the cost of the premiums against any monies due to Contractor.

- q. Costs for coverage broader than those required or for limits in excess of those required shall not be charged to the University.
- r. The University reserves the right to request and receive proof of insurance and/or certified copies of any or all of the above policies and/or endorsements at any time throughout the term of this Contract.
- s. Contractor's certificate(s) of insurance may include all subcontractors as insureds under its policies as required by this Contract, or Contractor will furnish to the University upon request, copies of valid certificates and endorsements for each subcontractor. Coverages for subcontractors will be subject to the minimum requirements identified above.

**17. Governing Law and Venue.** The Contract will be governed by the laws of the State of Arizona without regard to any conflicts of laws principles. The University's obligations hereunder are subject to the regulations/policies of the Arizona Board of Regents. Any proceeding arising out of or relating to the Contract will be conducted in Coconino County, Arizona. Each party consents to such jurisdiction and waives any objection it may now or hereafter have to venue or to convenience of forum.

**18. Public Records.** The University, as a public institution, is subject to ARS §§ 39-121 to 39-127 regarding public records. Any provision regarding confidentiality is limited to the extent necessary to comply with Arizona law.  
prior to disclosure.

**19. Interpretation-Parol Evidence.** The Contract is intended by the parties as a final expression of their agreement and is intended to be a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of the trade will be relevant to supplement or explain any term used in the Contract. Acceptance or acquiescence in a course of performance rendered under the Contract will not be relevant to determine the meaning of the Contract even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity for objection.

**20. Privacy; Educational Records.** Student educational records are protected by the U.S. Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g and its implementing regulations (FERPA). Contractor will not require any University students or employees to waive any privacy rights (including FERPA or the European Union's General Data Protection Regulation (GDPR)) as a condition for receipt of any educational services, and any attempt to do so will be void. Contractor will comply with FERPA and will not access or make any disclosures of student educational records to third parties without prior notice to and consent from the University or as otherwise provided by law. If the Contract requires or permits Contractor to access or release any student records, then, for purposes of the Contract only, the University designates Contractor as a "school official" for the University under FERPA, as that term is used in FERPA.

**21. Health Insurance Portability and Accountability Act.** Contractor shall abide by all laws and regulations that protect the privacy of healthcare information to which Contractor obtains access under this Contract. Contractor and the University acknowledge that certain portions of the Administrative Simplification section of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as codified at 42 U.S.C. § 1320d through d-8, and the

federal privacy regulations as contained in 45 CFR Part 164 may apply to Contractor and the University, and their relationships and operation under this Contract. If necessary, Contractor and the University will enter into a standard Business Associate Contract, and any other required Health Insurance Portability Accountability Act agreements. To the extent the terms thereof relate to Contractor's performance under this Contract, the provisions of such Business Associate Contract shall control.

**22. Americans with Disabilities Act and Rehabilitation Act.** To the extent applicable, Contractor will comply with all applicable provisions of the Americans with Disabilities Act, the Rehabilitation Act of 1973, and all applicable federal regulations, as amended from time to time (ADA Laws). All electronic and information technology and products and services to be used by University faculty/staff, students, program participants, or other University constituencies must be compliant with ADA Laws. Compliance means that a disabled person can acquire the same information, engage in the same interactions, and enjoy the same services as a nondisabled person, in an equally effective and integrated manner, with substantially equivalent ease of use.

**23. No Waiver.** No waiver by the University of any breach of the provisions of this Contract by the Contractor shall in any way be construed to be a waiver of any future breach or bar the University's right to insist on strict performance of the provisions of the Contract.

**24. Modifications.** This Contract shall be modified or rescinded only by a writing signed by both parties or their duly authorized agents.

**25. Assignment.** Contractor may not transfer or assign the Contract or any of Contractor's rights or obligations thereunder, either directly or indirectly, or by operation of law, without the University's prior written consent, and any attempt to the contrary will be void.

**26. Assignment of Anti-Trust Overcharge Claims.** In actual economic practice, overcharges resulting from anti-trust violations are borne by the ultimate purchaser. Therefore, Contractor hereby assigns to the University any and all claims for such overcharges.

**27. Prices.** All Prices will be as listed in a University purchase order as set forth in Exhibit B. Unless otherwise specified in the Contract: 1) all prices are in US Dollars; 2) prices include any cost for shipping, and handling; and 3) prices will include any travel, labor, interest, import/export fees, and other costs associated with providing the Goods/Services. the University will reimburse Contractor for expenses that are specifically identified in the purchase order. To obtain reimbursement for pre-approved expenses, Contractor must submit all receipts and any required backup documentation to the University within sixty (60) days after the applicable expenses were incurred. If the University agrees to reimburse Contractor for any travel expenses, all reimbursable travel expenses must be authorized in writing by the University in advance of the planned travel and must be consistent with the [University travel policy](#).

**28. Taxes.** Unless otherwise specified in the Contract, prices will include all taxes and fees, including, without limitation, sales, use, or excise taxes, import duties, value added taxes, permit fees, license fees, or similar charges (Taxes). Taxes do not include the University income taxes or taxes related to the University's employees.

**29. Responsibility.** Each party is responsible for the negligent or willful acts or omissions of its employees and contractors when acting under such party's direction and supervision. In addition, Contractor is responsible to the University for compliance with the Contract by the Contractor Parties. The University recognizes an obligation to pay attorneys' fees or costs only when assessed

by a court of competent jurisdiction. Notwithstanding the terms of the Contract or any other document, other than for employees and contractors acting under the University's direction and supervision, the University is not responsible for any actions of any third parties, including its students.

**30. Intellectual Property Ownership.** All Intellectual Property (as defined below) that Contractor or any of the Contractor Parties make, conceive, discover, develop or create, either solely or jointly with any other person or persons including the University, specifically for or at the request of the University in connection with the Contract (Contract IP), will be owned by the University. To the extent any Contract IP is not considered work made for hire for the University (or if ownership of all rights therein does not otherwise vest exclusively in the University), Contractor hereby irrevocably assigns, and will cause the Contractor Parties to so assign, without further consideration, to the University all right, title and interest in and to all Contract IP, including all copyright rights of ownership. Intellectual Property means all the University Data, as defined below, any and all inventions, designs, original works of authorship, formulas, processes, compositions, programs, databases, data, technologies, discoveries, ideas, writings, improvements, procedures, techniques, know-how, and all patent, trademark, service mark, trade secret, copyright and other intellectual property rights (and goodwill) relating to the foregoing. Contractor will make full and prompt disclosure of the Contract IP to the University. Contractor will, and will cause the Contractor Parties to, as and when requested by the University, do such acts, and sign such instruments to vest in the University the entire right, title and interest to the Contract IP, and to enable the University to prepare, file, and prosecute applications for, and to obtain patents and/or copyrights on, the Contract IP, and, at the University's expense, to cooperate with the University in the protection and/or defense of the Contract IP.

**31. Contractor's Intellectual Property.** Contractor will retain ownership of its pre-existing Intellectual Property, including any that may be incorporated into the Contract IP, provided that Contractor informs the University in writing before incorporating any pre-existing Intellectual Property into any Contract IP. Contractor hereby grants to the University a perpetual, irrevocable, royalty- free, worldwide right and license (with the right to sublicense), to freely use, make, have made, reproduce, disseminate, display, perform, and create derivative works based on such pre-existing Intellectual Property as may be incorporated into the Contract IP or otherwise provided to the University in the course of performing under the Contract.

**32. Data Use, Ownership, and Privacy.**

a. The terms of this section apply if Contractor receives, has access to, stores, or analyzes any the University Data (as defined below). As between the parties, the University will own, or retain all of its rights in, all data and information that the University provides to Contractor, as well as all data and information managed by Contractor on behalf of the University, including all output, reports, analyses, and other materials relating to, derived from, or generated pursuant to the Contract, even if generated by Contractor, as well as all data obtained or extracted through the University's or Contractor's use of such data or information (collectively, the University Data). the University Data also includes all data and information provided directly to Contractor by the University students and employees, and includes personal data, metadata, and user content.

b. The University Data will be the University's Intellectual Property and Contractor will treat it as the University Confidential Information (as defined below). Contractor will not use, access, disclose, or license, or provide to third parties, any the University Data, except: (i) to fulfill Contractor's obligations to the University hereunder; or (ii) as authorized in writing by the University. Without limitation, Contractor will not use any the University Data, whether or not



aggregated or de-identified, for product development, marketing, profiling, benchmarking, or product demonstrations, without, in each case, the University's prior written consent. Contractor will not, directly or indirectly: (x) attempt to re-identify or de-aggregate de-identified or aggregated information; or (y) transfer de-identified and aggregated information to any third party unless that third party agrees not to attempt re-identification or de-aggregation. For the University Data to be considered de-identified, all direct and indirect personal identifiers must be removed, including names, ID numbers, dates of birth, demographic information, location information, and school information. Upon request by the University, Contractor will deliver, destroy, and/or make available to the University, any or all the University Data.

**33. Nondisclosure and Trade Secrets.** Contractor may receive (or has received) from the University and otherwise be exposed to confidential and proprietary information relating to the University's business practices, strategies, and technologies, the University Data, as well as confidential information of the University necessary to perform and/or provide the Services (collectively, the University Confidential Information). University Confidential Information may include, but is not limited to, confidential and proprietary information supplied to Contractor with the legend "the University Confidential and Proprietary," or other designations of confidentiality. As between Contractor and the University, the University Confidential Information is the sole, exclusive, and valuable property of the University. Accordingly, Contractor will not reproduce or otherwise use any of the University Confidential Information except in the performance or provision of the Services, and will not disclose any of the University Confidential Information in any form to any third party, either during or after the Term, except with the University's prior written consent. Upon termination of the Contract, Contractor will cease using, and will return to the University, all originals and all copies of the University Confidential Information, in all forms and media, in Contractor's possession or under Contractor's control.

Contractor will not disclose or otherwise make available to the University any confidential information of Contractor or received by Contractor from any third party.

Contractor will have no obligation to maintain as confidential the University Confidential Information (other than the University Data) that Contractor can show: (i) was already lawfully in the possession of or known by Contractor before receipt from the University; (ii) is or becomes generally known in the industry through no violation of the Contract or any other agreement between the parties; (iii) is lawfully received by Contractor from a third party without restriction on disclosure or use; (iv) is required to be disclosed by court order following notice to the University sufficient to allow the University to contest such order; or (v) is approved in writing by the University for release or other use by Contractor.

**34. Background Checks.** Contractor will exclude from any direct participation in Contractor's performance under the Contract, any unqualified persons. In addition, Contractor will, at Contractor's expense, conduct relevant and appropriate background checks and fingerprinting according to the [University's policies](#) on all assigned employees and new hires to ensure that it does not assign any employee or agent to the University who may reasonably be considered to pose a threat to the safety or welfare of the University community or its property. Contractor is required to maintain hereunder, all background and fingerprint information and all documentation relating to work performance for each employee or contractor who performs work hereunder. Contractor will abide by all applicable laws, rules and regulations including the Fair Credit Reporting Act and any equal opportunity laws, rules, and regulations.

**35. Foreign Corrupt Practices Act/UK Bribery Act/ Local Anti-corruption Law Compliance.** Contractor warrants that it is familiar with the U.S. laws prohibiting corruption and

bribery under the U.S. Foreign Corrupt Practices Act and the United Kingdom laws prohibiting corruption and bribery under the UK Bribery Act. In connection with Contractor's work under the Contract, Contractor will not offer or provide money or anything of value to any governmental official or employee or any candidate for political office in order to influence their actions or decisions, to obtain or retain business arrangements, or to secure favorable treatment in violation of the Foreign Corrupt Practices Act, the UK Bribery Act, or any other local anti-corruption law, either directly or indirectly. Any breach of the U.S. Foreign Corrupt Practices Act, the UK Bribery Act, or other local anti-corruption law, will be a material breach of the Contract.

**36. Export Controls.** If any of goods provided under the Services are export-controlled under the U.S. Export Administration Regulations, U.S. International Traffic in Arms Regulations, or through the sanctions and embargoes established through the Office of Foreign Assets Control (collectively, the Export Control Laws), Contractor will provide the University with written notification that identifies the export-controlled goods and such goods export classification. None of the work undertaken pursuant to the Contract will require either party to take or fail to take any action that would cause a violation of any of the Export Control Laws. The parties will cooperate to facilitate compliance with applicable requirements of the Export Control Laws.

**37. Business Continuity Plan.** If requested by the University, Contractor will provide to the University, within thirty (30) days after such request, a comprehensive plan for continuing the performance of its obligations during a public or institutional emergency (the Business Continuity Plan). The Business Continuity Plan, at a minimum, will address the following: 1) identification of response personnel by name; 2) key succession and performance responses in the event of sudden and significant decrease in workforce; 3) contingency plans for the Contractor to continue the performance of its obligations under the Contract, despite the emergency and 4) if Contractor will store, have access to, or otherwise process any the University Data, a data recovery plan that includes the following: identification of data recovery personnel by name, how the University Data will be recovered, recovery point and recovery time objectives, and steps to be taken to recover the University Data. If the University requires a data recovery plan, upon the University's request, Contractor will provide the University with evidence that Contractor annually tests the data recovery plan. In the event of a Public or Institutional Emergency, Contractor will implement the applicable actions set forth in the Business Continuity Plan and will make other commercially practicable efforts to mitigate the impact of the event. For clarification of intent, Contractor will not be entitled to any additional compensation or extension of time by virtue of having to implement a Business Continuity Plan, unless otherwise agreed to by the University in writing. A Public or Institutional Emergency means a natural or human made event that creates a substantial risk to the public, that causes or threatens death or injury to the general public, or that causes a significant disruption to the day-to-day business operations of the University.

**38. Payment Card Industry Data Security Standard.** For e-commerce business and/or credit card transactions, Contractor agrees to be bound by the requirements and terms of the Rules of all applicable Card Associations, as amended from time to time and be solely responsible for security and maintaining confidentiality of Card transactions processed by means of electronic commerce up to the point of receipt of such transactions by Bank.

Contractor is required to be in compliance with the current or successor standard for Payment Card Industry Data Security Standard "PCI DSS", Payment Application Data Security Standard "PA DSS" for software and PIN Transaction Security "PCI PTS" for hardware and provide attestation of compliance annually. The technical solution must include the following:

- 1.1. Contractor maintains their own network operating on their own dedicated infrastructure. Contractor's network includes a firewall that includes access control rules that separate Contractor's PCI network from the University and restricts any communication between Contractor's network devices and the University systems.
- 1.2. Contractor treats the University network as an untrusted network and encrypts all cardholder data traversing the University network using industry standard encryption algorithms.
- 1.3. A system where the University has no ability to decrypt cardholder data.

Devices must be Secure Reading and Exchange of Data "SRED" and PTS 3.x compliant. Europay, MasterCard and Visa "EMV" compliance is required by October 1, 2015.

**39. Contractor Identification.** Contractor vehicles and personnel will be clearly identifiable when performing Services on University premises. Contractor's employees shall always be in uniform with visible company identification and Contractor's vehicles must be clearly identified with company name, phone number and or logo and with any applicable state license numbers.

**40. Parking.** Contractor shall acquire and maintain, at their sole expense, all necessary parking permits required by the University. Parking permits along with regulations governing traffic and parking are available from University Transit Services (928-523-6623) located at 113 W Dupont Ave., Flagstaff, AZ 86011. Permit applications and vehicle registration may also be accessed on-line at <https://in.nau.edu/university-transit-services/>. Regulations shall be applicable to all employees of Contractor and will be strictly enforced. All fines incurred shall be the sole responsibility of the Contractor.

**41. Permits.** Contractor shall acquire and maintain all necessary permits and licenses and shall adhere strictly to all Federal, State, County, or City laws, codes, regulations, and ordinances as applicable.

**42. Hazard Inspection.** University buildings have the potential to house hazards including, but not limited to hazardous building materials, chemical, biological, or physical hazards, or conditions which may become hazardous based on specific work scope or practices. Prior to commencement of any Services Contractor will review, sign, and return a University hazard inspection and communication form. Requests for inspection may be placed by any University employee or by the Contractor at <https://in.nau.edu/facility-services/asbestos-lead-and-pcbs/>, or by contacting the EH&S Material Safety Office at (928) 523-6435.

**43. Performance and Payment Bonds.** At the request of the University, Contractor will provide and pay for performance and payment bonds. Bonds will cover the faithful performance (100%) of the Contract and the payment of all obligations (100%) thereunder, in such form as the University may prescribe. Contractor will deliver the required bonds to the University not later than the date of executing the Contract. Contractor will require the attorney in fact who executes the required bonds on behalf of surety to affix thereto a certified and current copy of his/her power of attorney indicating the monetary limit of such power. Surety will be a company licensed to do business in the State of Arizona and will be acceptable to the University. Contractor will increase the bond amount to include any change order, at 100% of the total value amount of each change order.

**44. Non-Discrimination.** The parties will comply with all applicable laws, rules, regulations, and executive orders governing equal employment opportunity, immigration, and

nondiscrimination, including the Americans with Disabilities Act. If applicable, the parties will abide by the requirements of 41 CFR §§ 60- 1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

**45. Data Protection.** Contractor will ensure that all Services undertaken pursuant to the Contract are performed in compliance with applicable privacy and data protection laws, rules, and regulations. In addition, Contractor is responsible to the University for compliance with the Contract by all Contractor Parties. If Contractor will serve as a Processor of the University Data that includes Personal Data of Data Subjects in the European Union, Contractor will cooperate with the University to comply with the GDPR with respect to such Personal Data and Data Subjects. This includes ensuring that all Data Subjects have signed appropriate Consents and signing and complying with all documents and agreements reasonably requested by the University, including any data processing agreements. All capitalized terms in this section not otherwise defined in the Contract are defined in the GDPR.

**46. Small Business.** If subcontracting (Tier 2 and higher) is necessary, Contractor will make commercially reasonable efforts to use Small Business (SB) and Small Diverse Business (SDB) in the performance of the Services. The University may request a report at each annual anniversary date and at the completion of the Contract indicating the extent of SB and SDB participation.

**47. Third Party Arrangements.** From time to time, the University may enter into arrangements with third parties that may require Contractor to work cooperatively with and/or connect and use infrastructure with third parties. On a case-by-case basis, the University and Contractor will work cooperatively, timely, and in good faith to take such actions as may be necessary or appropriate to give effect to the University's third-party agreements. Contractor will not be bound to terms and conditions of a third party that are different from this Contract unless expressly agreed in writing. If the third party terms and conditions conflict with this Contract's terms, impact Contractor's ability to meet service level agreements of this Contract, or may cause Contractor to incur additional costs, then the parties will enter into good faith negotiations for an amendment to this Contract prior to Contractor agreeing to comply with the third party terms and conditions.

**48. Gratuities.** Contractor will not give or offer any gratuities, in the form of entertainment, gifts or otherwise, or use an agent or representative of Contractor to give or offer a gratuity, to any officer or employee of the State of Arizona with a view toward securing an agreement or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such Contract. If the University determines that the Contractor has violated this section, the University may, by written notice to Contractor, cancel the Contract. If the Contract is canceled by the University pursuant to this section, the University will be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the costs incurred by Contractor in providing gratuities.

**49. Packaging.** Contractor shall package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently marked as follows: (a) Contractor's name and address; (b) the University's name, address and purchase order number; (c) Container number and total number of containers, e.g., box 1 of 4 boxes; and (d) The number

of the container bearing the packing slip. Contractor shall bear cost of packaging unless otherwise provided.

**50. Shipment Under Reservation Prohibited.** Contractor shall not be authorized to ship the goods under reservation and no tender of a bill of lading shall operate as a tender of the goods.

**51. Liens.** All goods delivered and labor performed under this Contract shall be free of all liens and, if the University requests, a formal release of all liens shall be delivered to the University.

**52. No Replacement of Defective Tender.** Every tender of goods shall fully comply with all provisions of this Contract as to time of delivery, quantity, quality, and the like. If a tender is made which does not fully conform, this shall constitute a breach and Contractor shall not have the right to substitute a conforming tender.

**53. Title and Risk of Loss.** The title and risk of loss of the goods shall not pass to the University until the University actually receives the goods at the point(s) of delivery. Prices shall be F.O.B. Destination. Contractor shall retain title and control of all goods until they are delivered, received and the Contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the Contractor. The Contractor shall file all claims for visible and concealed damage. The University shall notify the Contractor promptly of any damaged goods and shall assist the Contractor in arranging for inspection. Notice of rejection may be made to the Contractor at any time within one month after delivery has been made. When supported by a written statement from the University, the Contractor shall not dispute its claims of damage.

**54. Inspection.** Contractor will supply the Services to the University exactly as specified in the Contract and applicable purchase order. The Services will meet the highest and best industry practices. The University will have the right to inspect any Services prior to and a reasonable amount of time after delivery. If the University determines that any Services are incomplete, defective, or not in compliance with the specifications or other requirements of the Contract, the University may reject such Services in whole or in part.

**55. Warranties.** In addition to any implied warranties, Contractor warrants to the University that: 1) the Services will be free from any defects in design, workmanship, materials, or labor; 2) all of the Services will be performed in a professional and workmanlike manner and in conformity with highest and best industry standards by persons reasonably suited by skill, training and experience for the type of services they are assigned to perform; 3) Contractor will comply, and will be responsible for ensuring Contractor Parties comply with all applicable laws, rules, and regulations, including any policies of ABOR and the University, in the performance of the Contract; 4) Contractor owns or has sufficient rights in the Services that they do not infringe upon or violate any intellectual property of any third parties, and are free and clear of any liens or encumbrances; 5) any data, code, or software developed or delivered by Contractor to the University will not contain any viruses, worms, Trojan Horses, or other disabling devices or code; 6) all sensitive data, personal data, and personally identifiable data, as those terms may be defined in applicable laws, rules and regulations (PII) provided by Contractor to the University was obtained legally and Contractor has obtained all requisite permissions from the individuals whose PII is being provided for (a) Contractor to provide the PII to the University, and (b) the University to use the PII for the purposes and in the jurisdictions set forth in the Contract; 7) the prices of Services in the Contract are the lowest prices at which these or similar goods or services are sold by the Contractor to similar customers

in similar quantities. In the event of any price reduction between execution of the Contract and delivery of the Services, the University shall be entitled to such reduction, and 8) all Services delivered by Contractor will conform to the specifications, drawings, and descriptions set forth in the Contract and applicable purchase order, and to any samples furnished by Contractor. In the event of a conflict among the specifications, drawings, samples, and description, the specifications will govern.

**56. Sales and Use Tax.** The Contractor shall comply with and require all Contractor Parties to comply with all the provisions of the applicable state and sales excise tax law and compensation use tax law and all amendments to same. The Contractor further agrees to indemnify and save harmless the University, of and from any and all claims and demands made against it by virtue of the failure of the Contractor or any Contractor Party to comply with the provisions of any or all said laws in amendments. the University is not exempt from state sales excise tax and compensation use tax.

**57. Changes.** Within the limits allowed by law, Contractor agrees that the University may order additional services, or make changes by altering, adding to, or deducting from the proposed Services, the Contract sum being adjusted accordingly, and Contractor shall enter into a modification of the Contract to reflect said changes.

**58. Price Adjustment.** Price changes shall only be considered at the end of one Contract period and the beginning of another. Price change requests shall be supported by evidence of increased costs to the Contractor. The University shall not approve price increases that shall merely increase the gross profitability of the Contractor at the expense of the University. Price change requests shall be a factor in the Contract extension review process. The University shall determine whether the requested price increase or an alternate option shall be in the best interest of the University.

**59. Liquidated Damages.** The University and the Contractor agree that in the event that the Contractor fails to perform under this Contract, the University shall be damaged. The extent of the damage is very difficult to calculate. Therefore, the Contractor agrees to pay the University liquidated damages if the agreed upon delivery and installation dates shall not be met and liquidated damages are specified on the purchase order.

**60. Service Marks and Trademarks.** For purposes of this provision, the phrase "the University Mark" means any trade name, trademark, service mark, logo, domain name, and any other distinctive brand feature owned or used by the University. Contractor agrees to comply with the University's trademark licensing program concerning any use or proposed use by Contractor of any of the University Mark on goods, in relation to Services, and in connection with advertisements or promotion of Contractor or its business. Except as expressly authorized in this Contract, Contractor is not permitted to use any the University Mark without prior written approval of the University. Prior to any use of an the University Mark by Contractor or its affiliates or successors or assigns, Contractor will comply with the University's Licensing Policy <http://nau.edu/licensing>.

**61. Advertising/Publishing.** Contractor shall not advertise or publish, without the University's prior consent, the fact that the University had entered into this Contract, except to the extent necessary to comply with proper request for information provided by appropriate statutes.

**62. Weapons.** The University prohibits the use, possession, display, or storage of any weapon, explosive device, or fireworks on all land and buildings owned, leased, or under the control of the University or its affiliated or related entities, in all the University residential facilities (whether managed by the University or another entity), in all the University vehicles and at all the University or the University-affiliate sponsored events and activities, except as provided in §12-781 of the Arizona Revised Statutes or unless written permission is given by the University Police Department. Notification by Contractors to all persons or entities who are employees, officers, subcontractors, Contractors, agents, guests, invitees, or licensees of Contractor Parties of this policy is a condition and requirement of the Contract. Contractor further agrees to enforce this contractual requirement against all Contractor Parties.

**63. Tobacco Free.** The University recognizes that tobacco use is a public health hazard and is dedicated to providing a healthy, comfortable and productive living, learning and working environment. Use of all tobacco products, including those not approved by the FDA for cessation is prohibited on the University property, facilities, grounds, parking structures, the University-owned vehicles and structures owned or leased by the University. This includes, but is not limited to, the use of cigarettes, e-cigarettes, hookah, e-hookah, chew, dip, snuff, cigars, pipes, vaporizers, etc. For additional information, go to <http://nau.edu/Tobacco-Free/Policy/>.

**64. Essence of Time.** Time shall be of the essence as to matters related to this Contract.

**65. COVID-19 Pandemic.** When providing services on University owned or leased property, Contractor shall and shall cause its subcontractors to abide by the CDC guidelines for COVID-19 safety and ensure 1) face masks or cloth face coverings are worn at all times, 2) health screenings are conducted daily for all Contractor and subcontractor employees, 3) ill employees are not assigned to provide services and 4) the University's [Risk Management](#) department is notified within 24 hours, if an employee reports i) being tested for COVID-19 or ii) testing positive for COVID-19 and for cases follow all CDC guidance for quarantine or isolation. Do not provide personally identifiable information of the employee in the notification, an official representative will follow-up if needed.

**66. Federal Funding Provisions.** If a purchase order issued for a Service performed under this Contract involves the use of United States federal funds, including from a government grant or funds from a subcontract at any tier relating to a federal government grant, the following terms apply to the Contract:

a. **Byrd Anti-Lobbying Amendment.** If the Contract is for \$100,000 or more, Contractor will file the certifications required by 31 U.S.C 1352 and associated regulations. Each tier certifies to the tier above that it will not or has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31U.S.C. 1352. Each tier will also disclose any lobbying with non-federal funds that takes place in connection with obtaining a federal award. Such disclosures are forwarded from tier to tier up to the University.

b. **Debarment & Suspension.** Contractor represents and warrants that neither it nor any of its subcontractors supplying the Services have either directly or indirectly or through subcontractors, been suspended, debarred, or otherwise excluded from participation in or penalized by any federal or state procurement, non-procurement, or reimbursement program. Contractor affirms that it has confirmed the above statement by checking The System for Award

Management (SAM) [www.uscontractorregistration.com](http://www.uscontractorregistration.com) within 180 days prior to commencing work under the Contract. Contractor will provide immediate written notice to the University upon learning that it or any of its subcontractors are under any investigation or proposed action that could result in such exclusion, suspension, or debarment.

c. **Rights to Inventions Made Under a Contract.** If this Contract is a “funding agreement” under 37 CFR 401.3, the Parties agree to incorporate by this reference the standard patent rights clause found in 37 CFR 401.14 and any implementing regulations issued by the awarding agency.

d. **Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.** To the extent any of the provisions of 2 CFR Appendix II to Part 200 apply to this Contract, such provisions are incorporated by reference.

**67. Government Subcontract Provisions.** If a purchase order issued for a Service performed under this Contract is a subcontract under a U.S. government prime contract, the clauses referenced below of the Federal Acquisition Regulations (FAR) and the Defense Federal Acquisition Regulations (DFAR), or the Armed Services Procurement Regulations (ASPR) are incorporated into the Contract by this reference. Each regulation contains criteria for determining applicability of the regulation to a particular contract.

In the following clauses, the terms "Government" and "Contracting Officer" will mean the University; the term "Contract" will mean the Contract and the term “Contractor” will mean Contractor. Contractor will comply with all applicable federal laws and regulations, including but not limited to Uniform Guidance (2 CFR Part 200) and Debarment and Suspension (45 CFR 620).

For purchases funded with federal funds, the following provisions are incorporated into the Contract by reference where applicable and form a part of the terms and conditions of the Contract. Contractor agrees to flow down all applicable clauses to lower-tier entities.

Federal Acquisition Regulations (FAR)\*\*

52.202-1 Definitions

52.203-3 Gratuities

52.203-5 Covenant Against Contingent Fees

52.203-6 Restrictions on Subcontractor Sales to the Government

52.203-7 Anti-Kickback Procedures

52.203-12 Limitation on Payments to Influence Certain Federal Transactions

52.204-2 Security Requirements

52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment.

52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

52.204-26 Covered Telecommunications Equipment or Services-Representation.

52.209-6 Protecting the Government’s Interest When Subcontracting with Contractors Debarred, Suspended or Proposed for Debarment

52.211-15 Defense Priority and Allocation Requirements

52.214-27 Price Reduction For Defective Cost or Pricing Data

52.215-1 Instructions to Contractors—Competitive Acquisition.

52.215-2 Audit and Records - Negotiation



52.215-12 Subcontractor Cost or Pricing Data  
 52.215-13 Subcontractor Cost or Pricing Data – Modifications  
 52-215-14 Integrity of Unit Prices  
 52-219-8 Utilization of Small Business Concerns  
 52-219-9 Small Business Subcontracting Plan  
 52.222-1 Notice to the Government of Labor Disputes  
 52.222-4 Contract Work Hours and Safety Standards Act Overtime Compensation  
 52.222-6 Davis-Bacon Act [Construction Wage Rate Requirements]  
 52.222-20 Walsh Healey Public Contracts Act [Contracts for Materials, Supplies, Articles, and Equipment Exceeding \$15,000.]  
 52.222-21 Prohibition of Segregated Facilities  
 52.222-26 Equal Opportunity  
 52.222-35 Equal Opportunity for Veterans  
 52.222-36 Equal Opportunity for Workers with Disabilities  
 52.222-37 Employment Reports on Veterans  
 52.222-40 Notification of Employee Rights Concerning Payment of Union Dues or Fees  
 52.222-41 Service Contract Act of 1965, as Amended  
 52.222-50 Combating Trafficking in Persons  
 52.223-3 Hazardous Material Identification and Material Safety Data  
 52.223-6 Drug-Free Workplace  
 52.225-1 Buy American Act – Supplies  
 52.225-13 Restrictions on Certain Foreign Purchases  
 52.227-1 Authorization and Consent (Alt I in all R&D)  
 52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement  
 52.227-3 Patent Indemnity  
 52.227-10 Filing of Patent Applications--Classified Subject Matter  
 52.227-11 Patent Rights – Ownership by the Contractor (Alt I-V)  
 52.227-13 Patent Rights - Ownership by the Government  
 52.227-14 Rights in Data – General  
 52.233-1 Disputes  
 52.242-1 Notice of Intent to Disallow Costs  
 52.242-15 Stop-work order  
 52.243-1 Changes - Fixed Price (43.205 (a) (1) Alts may apply)  
 52.243-2 Changes - Cost Reimbursement (43.205 (b) (1) Alts may apply)  
 52.244-2 Subcontracts  
 52.244-5 Competition in Subcontracting  
 52.244-6 Subcontracts for Commercial Items  
 52.245-2 Government Property – Installation Operation Services  
 52.246-15 Certificate of Conformance  
 52.247-63 Preference for U.S. Flag Air Carriers  
 52.247-64 Preference for U.S. Flag Commercial Vessels  
 52.249.1 Termination for Convenience of the Government (Fixed Price) less than simplified acquisition threshold  
 52.249-2 Termination for Convenience of the Government (Fixed Price) more than simplified acquisition threshold  
 52.249.4 Termination for Convenience of the Government (Services)  
 52.249-5 Termination for the Convenience of the Government (Educational and Other Nonprofit Institutions)  
 52.249- 14 Excusable Delays

Defense Federal Acquisition Regulations (DFAR)\*\* DFAR CIT. TITLE  
252.203-7001 Prohibition on Persons convicted of Fraud or Other Defense-Contract-Related Felonies  
252.222- 7000 Restrictions on Employment of Personnel  
252.225-7000 Buy American Act and Balance of Payments program  
252.227-7013 Rights in Technical Data and Computer Software  
252.227-7016 Rights in Bid or Proposal Information  
252.227-7018 Rights in Noncommercial Technical Data and Computer Software  
252.227-7019 Validation of Asserted Restrictions – Computer Software  
252.227-7037 Validation Technical Data  
252.243-7001 Pricing of Contract Modifications  
252.244-7000 Subcontracts for Commercial Items and Commercial Components

\*Full text of the FAR clauses can be found at <https://www.acquisition.gov/far/part-52>

\*\*Full text of the DFAR clauses can be found at <https://www.acquisition.gov/dfars/part-252-solicitation-provisions-and-contract-clauses>

SIGNATURES ON FOLLOWING PAGE

WHEREFORE, the parties have executed this Contract on the date set forth below.

ARIZONA BOARD OF REGENTS  
for and on behalf of  
Northern Arizona University

PROPOSER

|             |             |
|-------------|-------------|
| By _____    | By _____    |
| Name _____  | Name _____  |
| Title _____ | Title _____ |
| Date _____  | Date: _____ |

SAMPLE EXHIBIT A TO CONTRACT FOR SERVICES

Scope/Description of Services

[Exhibit A will be the agreement of the parties based on the RFP process].

SAMPLE EXHIBIT B TO CONTRACT FOR GOODS AND/OR SERVICES

Pricing

[Exhibit B will represent pricing resulting from the RFP process].

## EXHIBIT 5 – TERMS AND CONDITIONS

**Proposals that are contingent upon any changes to these mandatory contract terms and conditions may be deemed nonresponsive and may be rejected.** All exceptions must be submitted with justification and alternate language and MUST be submitted with the Proposal.

### **Terms and Conditions**

The University’s Terms and Conditions are available at <https://in.nau.edu/contracting-purchasing-services/terms-conditions/>

**Insurance Requirements.** Without limiting any liability of or any other obligation of Contractor, Contractor shall procure and maintain (and cause its subcontractors to procure and maintain), until all of their obligations have been discharged or satisfied, including any warranty periods under this Contract, insurance against claims that may arise from or in connection with the performance of work hereunder by Contractor, its agents, representatives, employees or subcontractors, the minimum insurance coverages listed below, unless otherwise agreed to in writing. Contractor’s insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Authorized Insurers. Insurers shall have an “A.M. Best” rating of not less than A- VII. The University in no way warrants that the above required minimum insurer rating is sufficient to protect the Contractor from potential insurance insolvency. Self-insurance may be accepted in lieu of or in combination with the insurance coverage requested.

- a. **Commercial General Liability** of \$1,000,000 minimum limit for each occurrence and \$2,000,000 general aggregate, to include coverage for bodily injury, property damage, personal and advertising injury, and broad form contractual liability coverage.

|   |             |
|---|-------------|
| Each Occurrence                           | \$1,000,000 |
| Damage to Rented Premises                 | \$50,000    |
| Personal and Advertising Injury           | \$1,000,000 |
| General Aggregate                         | \$2,000,000 |
| Products – Completed Operations Aggregate | \$1,000,000 |
| Liquor Liability (if applicable)          | \$1,000,000 |

- b. **Automobile Liability** of \$1,000,000 minimum Combined Single Limit each occurrence, to include coverage for bodily injury and property damage for any owned, hired, and/or non-owned automobiles assigned to or used in the performance of this Contract.
- c. **Workers Compensation** coverage for all employees which meets Arizona statutory benefits and Employers’ Liability insurance with a minimum limit of \$1,000,000 each accident, \$1,000,000 disease – each employee, and \$1,000,000 disease – policy limit.
- i. This requirement shall not apply to each Contractor or subcontractor that is exempt under ARS § 23-901 and when such Contractor or subcontractor executes the appropriate form (Sole Proprietor Waiver or Independent Contractor Agreement).
- d. If applicable, in the University’s sole discretion, Professional Liability (Errors and Omissions Liability) of \$1,000,000 minimum limits for each claim (or each wrongful act) and 2,000,000 annual aggregate.

- i. In the event that the Professional Liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.
  - ii. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the scope of work of this Contract.
- e. If Contractor is providing software, software or systems development or hardware, or is an internet/application service provider (e.g. web hosting), then Technology Errors and Omissions insurance with minimum limits of \$2,000,000 each claim (or each wrongful act) and \$2,000,000 annual aggregate.
  - i. Such insurance shall cover any and all errors, omissions, or negligent acts in the delivery of products, services, and/or licensed programs under this Contract.
  - ii. Coverage shall include copyright infringement, infringement of trade dress, domain name, title or slogan.
  - iii. In the event that the Technology Errors and Omissions insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.
- f. If Contractor is directly connected to the University's network, information security vendor, or internet/application service provider (e.g. web hosting), then Network Security (Cyber) and Privacy Liability with minimum limits of \$2,000,000 each claim (or wrongful act) and \$2,000,000 annual aggregate.
  - i. Such insurance shall include, but not be limited to, coverage for third party claims and losses with respect to network risks (such as data breaches, unauthorized access or use, identity theft, theft of data) and invasion of privacy regardless of the type of media involved in the loss of private information, crisis management and identity theft response costs. This should also include breach notification costs, credit remediation and credit monitoring, defense and claims expenses, regulatory defense costs plus fines and penalties, cyber extortion, computer program and electronic data restoration expenses coverage (data asset protection), network business interruption, computer fraud coverage, and funds transfer loss.
  - ii. In the event that the Network Security (Cyber) and Privacy Liability required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.
- g. If Contractor is providing content such as but not limited to software code, text, data, images, and other media-related services including web design and/or marketing firms,

then Media Liability insurance with minimum limits of \$2,000,000 each claim (or each wrongful act) and \$2,000,000 annual aggregate.

- i. Such insurance shall cover any and all errors and omissions or negligent acts in the production of content, including but not limited to plagiarism, defamation, libel, slander, false advertising, invasion of privacy, and infringement of copyright, title, slogan, trademark, service mark and trade dress.
- ii. In the event that the Media Liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.
- h. Policies for Commercial General Liability and Automobile Liability shall be endorsed to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of Contractor. Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits are in excess of those required by this Contract.
- i. Policies for Commercial General Liability, Automobile Liability, and Workers Compensation shall contain a waiver of subrogation endorsement in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of Contractor.
- j. Such coverage shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by Northern Arizona University, the Arizona Board of Regents, or the State of Arizona shall be excess and not contributory insurance, as provided by ARS §41-621(E).
- k. With the exception of ten (10) days' notice of cancellation for non-payment of premium, Contractor's insurance shall not be permitted to expire, be suspended, be cancelled, or materially changed for any reason without thirty (30) days prior written notice to the University.
- l. Contractor will furnish the University with valid certificate(s) of insurance required by this Contract and coverage must be in effect at or prior to commencement of work under this Contract and remain in effect for the term of this Contract.
- m. The University's project or purchase order number and project description will be noted on each certificate of insurance.
- n. The Certificate Holder shall be listed as "State of Arizona, Arizona Board of Regents and Northern Arizona University".
- o. Failure on the part of Contractor to maintain these requirements or provide evidence of renewal, shall constitute a material breach of this Contract upon which the University may immediately terminate this Contract, or, in the University's sole discretion, procure or renew such insurance and pay any and all premiums in connection therewith, and all

monies so paid by the University shall be repaid by Contractor to the University upon demand, or the University may offset the cost of the premiums against any monies due to Contractor.

- p. Costs for coverage broader than those required or for limits in excess of those required shall not be charged to the University.
- q. The University reserves the right to request and receive proof of insurance and/or certified copies of any or all of the above policies and/or endorsements at any time throughout the term of this Contract.

Contractor's certificate(s) of insurance may include all subcontractors as insureds under its policies as required by this Contract, or Contractor will furnish to the University upon request, copies of valid certificates and endorsements for each subcontractor. Coverages for subcontractors will be subject to the minimum requirements identified above.



CAPITATION COMPONENTS  
FOR ALL UNIVERSITIES  
CAMPUS HEALTH (CHS) SERVICES

The covered clinical services provided to students insured by the Plan and included in the clinical capitation rate shall include, but are not limited to, the following:

1. Physician/Nurse Exam
2. Vaccination administration (ASU/NAU/UA: COVID-19 vaccine administration is billed to SHIP; NAU: all vaccine administration is billed to SHIP; UA: vaccine administration for HPV vaccine billed to SHIP)
3. Administration of Allergy Shots
4. Phlebotomy
5. Lab testing (except as indicated on the 2021-2022 ABOR CHS CPT Schedule)
6. Dietary counseling for obesity
7. Psychiatry services
8. Basic radiology services when available at the CHS
9. Medical specialty services that are available at the CHS (higher copay)
10. Physical therapy services
11. Behavioral health counseling

Administrative:

1. Determine eligibility of applicants and report to Offeror.
2. Determine and report number of eligible students by the end of the “grace” period that is defined as two weeks (14 days) after close of on-campus open enrollment.
3. Advise students as to student health benefits and administer eligibility.
4. Assist in on-campus enrollment.
5. Recommend promotional themes and place certain approved advertising in collaboration with Offeror.
6. Print price sheets for mass distribution on campus.

## **STUDENT HEALTH CENTER'S CAPITATION PAYMENT FOR COVERED SERVICES TO STUDENTS**

For NAU and UA: The capitation fee will be paid on a monthly basis in an amount equal to the number of enrolled monthly for Fall semester (5/12 or 41.7% of the policy year) in the first semester, and for Spring semester (7/12 or 58.3% of the policy year). Reconciliation of additions and deletions will be completed quarterly, after the open enrollment period ends at the beginning of the semester and three months later, prorated until the final reconciliation two weeks prior to the next open enrollment period.

ASU's Capitation payment is currently a fixed number for Fall (5 months) and a fixed number for Spring (7 months) x Rate. Capitation reconciliation is done after the end of the plan period.

The number of eligible students will be determined by the number of students associated with the transfer of premium to Offeror, 14 days after the close of on-campus enrollment. Final count of additions and deletions will be calculated and reconciled on December 15<sup>th</sup> for the first coverage period and May 15<sup>th</sup> for the second coverage period.

### **CERTIFICATE OF COVERAGE**

The 2021-2022 Summary of Benefits for each school can be found below. As well as the following ABOR SHIP references, available on the web at the following links:

[UAsbc2122](#)

[ASUsbc2122](#)

[NAUsbc2122](#)

[ADDcoc](#)

<https://www.aetnastudenthealth.com/schools/NorthernArizona/pdbs2122.pdf> - Plan-specific information on services the plan covers, deductibles, premium rates, enrollment and waiver deadline dates, plan limitations and more.

[Important Arizona Health Care Appeal Information Packet](#)

[2021 - 2022 Plan Design and Benefits Summary \(Spanish\)](#)

[2021 - 2022 Member Policy Contract Documents - Effective 8-16-21](#)

[Nondiscrimination Notice](#)

| <b>Rate History</b><br><b>Annual Rates – Main Programs</b><br><b>ASU, NAU, &amp; UA</b> |                  |                  |                  |
|---|------------------|------------------|------------------|
|   | <b>2019-2020</b> | <b>2020-2021</b> | <b>2021-2022</b> |
| Student – Medical Plan Only   | \$2,597.00       | \$2,717.00       | \$2,853.00       |
| Student - Travel Assistance Program   | \$8.00           | \$8.00           | \$8.00           |

| <b>Rate History</b><br><b>Daily Rates – Main Programs</b><br><b>ASU, NAU, &amp; UA</b> |                  |                  |                  |
|--|------------------|------------------|------------------|
|  | <b>2019-2020</b> | <b>2020-2021</b> | <b>2021-2022</b> |
| Student – Medical Plan +<br>Travel Assistance Program                                  | \$7.10           | \$7.47           | \$7.84           |

| <b>Rate History</b><br><b>Annual Rates – Two Week International Early Arrival</b><br><b>ASU &amp; UA Only</b> |                  |                  |                  |
|---|------------------|------------------|------------------|
|   | <b>2019-2020</b> | <b>2020-2021</b> | <b>2021-2022</b> |
| ASU - Student   | \$2,895.20       | \$2,980.00       | \$3,081.12       |
| UArizona - Student  | \$2,774.50       | \$2,927.85       | \$3,081.12       |

| <b>Rate History</b><br><b>Annual Rates – Four Week International Early Arrival</b><br><b>ASU &amp; UA Only</b> |                  |                  |                  |
|--|------------------|------------------|------------------|
|  | <b>2019-2020</b> | <b>2020-2021</b> | <b>2021-2022</b> |
| ASU - Student  | \$2,973.30       | \$3,136.45       | \$3,300.64       |
| UArizona - Student   | \$2,973.30       | \$3,136.45       | \$3,300.64       |

| <b>Rate History<br/>Annual Rates<br/>Discount Dental Program</b> |                  |                  |                  |
|--|------------------|------------------|------------------|
|  | <b>2019-2020</b> | <b>2020-2021</b> | <b>2021-2022</b> |
| Student  | \$25.00          | \$25.00          | \$25.00          |
| Student + 1 Dependent  | \$44.00          | \$44.00          | \$44.00          |
| Student + 2 or More Dependents                                   | \$63.00          | \$63.00          | \$63.00          |
| ASU Research/Teaching Assistants                                 | \$20.00          | \$20.00          | \$20.00          |

**ATTACHMENT C IMMUNIZATION AND FEE-FOR-SERVICES SCHEDULES**

**IMMUNIZATIONS PROVIDED AT STUDENT HEALTH CENTERS FOR THE THREE UNIVERSITIES**

**ASU**

|       |  |
|-------|--|
| 90620 | Bexsero Meningitis B Vaccine 10-25 Yrs               |
| 90621 | Meningococcal B Recombinant Vaccine IM (Trumenba)    |
| 90632 | Hep A vac, adult, intramuscular 1440 ELU/ML          |
| 90636 | HepA-HepB vac, adult, intramuscular 20 MCG           |
| 90651 | Human Papillomavirus 9 - Valent Vaccine (Gardasil 9) |
| 90658 | Flu vac, split, 3+ years, intramusc                  |
| 90670 | Prevnar 13   |
| 90675 | Rabies vac, intramuscular 2.5 U                      |
| 90686 | Flu vac, 0.5 mL (single-dose syringe)                |
| 90691 | Typhoid vac, (ViCPs), intramuscular .5 ML            |
| 90707 | MMR virus vac, live, subcut/jet                      |
| 90713 | Poliomyelitis vac, inactive, subcut 5 ML             |
| 90714 | Td Vac, Adsorb, Pres-Free Intram/jet Ovr 7 Yr        |
| 90715 | TDAP Vaccine >7 IM 5-2LFU                            |
| 90716 | Varicella virus vac, live, subcut (Varivax)          |
| 90717 | Yellow fever vac, live, subcutan                     |
| 90732 | Pneum vac adlt/imunospr, sbc/intrm 25 MCG            |
| 90734 | Meningococcal Vaccine, IM                            |
| 90736 | Zoster Vaccine                                       |
| 90738 | Encephalitis, Japanese Intramuscular .5 ML           |
| 90739 | Hep B vaccine (Adult 2 dose vaccine)                 |
| 90746 | Hepatitis B vac, adult, intramusc                    |
| 90750 | SHINGRIX (Zoster vaccine)                            |

**UA**

|       |   |
|-------|---|
| 90371 | Hep B Immunoglobulin, Per CC                            |
| 90471 | H1N1 - Admin of immun. (IM or IN), incl. counseling     |
| 90472 | Administering 2nd Vaccine                               |
| 90473 | Administration of Oral Vaccine                          |
| 90474 | IMMUNE ADMIN ORAL/NASAL each ADDL 3rd Vaccine           |
| 90620 | Bexsero Meningococcal Group B Vaccine                   |
| 90621 | Meningococcal Group B Vaccine #1 (Trumenba - 120 units) |
| 90625 | CHOLERA VACCINE LIVE ORAL                               |
| 90632 | Hepatitis A Vaccine #1/Havrix (1.0 cc)                  |
| 90633 | Hepatitis A Vaccine #1/Havrix (.5 cc)                   |
| 90636 | TwinRX Vaccine #1 (Hep A & B)                           |
| 90649 | HPV Vaccine (HPV4)/Gardasil #1, 2 or 3                  |

|       |   |
|-------|---|
| 90650 | HPV Vaccine/Cervarix #1                               |
| 90651 | HPV Vaccine (HPV9)/Gardasil #1, 2 or 3                |
| 90658 | Influenza Virus Vaccine/Fluvirin                      |
| 90660 | Influenza Virus Vaccine, live, for intranasal use     |
| 90661 | Influenza Virus Vaccine/Flucelvax (Preservative Free) |
| 90672 | FluMist - Influenza Virus Vaccine, for intranasal use |
| 90673 | Flu Vac - Preservative Free - FLUBLOK                 |
| 90674 | FLU VACCINE PRESERVATIVE FREE 0.5 ML IM USE           |
| 90675 | Rabies Vaccine #1/Imovax                              |
| 90682 | FLUBlok - RIV4 VACC RECOMBINANT DNA IM                |
| 90686 | Influenza Virus Vaccine/FLU-ZONE QUAD                 |
| 90690 | Typhoid Vaccine, Oral (Vivotif)                       |
| 90691 | Typhoid Vaccine/Inj Typhim Vi                         |
| 90707 | Rubella Virus Vaccine                                 |
| 90713 | Poliomyelitis Vaccine/I-POL                           |
| 90714 | Td -Tet/Diph Vaccine/Tenivac                          |
| 90715 | Tdap-Tet/Diph/Pert Vaccine - Adacel                   |
| 90716 | Chicken Pox Vaccine #1/Varivax                        |
| 90717 | Yellow Fever Vaccine/YF-Vax                           |
| 90732 | Pneumococcal Vaccine/PneumoVax                        |
| 90733 | Meningococcal Vaccine/Menomune                        |
| 90734 | Meningococcal Vaccine/Menactra                        |
| 90736 | Zostavax (Shingles)                                   |
| 90739 | HEPB VACC 2 DOSE ADULT IM                             |
| 90744 | Hepatitis B Vaccine #1/Engerix-B (.5 cc)              |
| 90746 | Hepatitis B Booster                                   |
| 90750 | Shingrix Shingles Vaccine                             |

## NAU

|       |   |
|-------|---|
| 90620 | Meningitis B, Bexsero                         |
| 90621 | Meningitis B, Trumenba                        |
| 90630 | Flu vaccine, Quadrivalent (intradermal use)   |
| 90632 | Hep A Adult                                   |
| 90636 | Hep A & B Adult                               |
| 90649 | Human papilloma virus vaccine (hvp)           |
| 90651 | Gardasil 9                                    |
| 90656 | Flu vaccine, Trivalent (intramuscular use)    |
| 90660 | Flu vaccine, live, for intranasal use         |
| 90662 | Flu vaccine, High-Dose                        |
| 90670 | Pneumococcal Vaccine 13                       |
| 90673 | Flu Vaccine, Flublok (egg free)               |
| 90686 | Flu vaccine, Quadrivalent (intramuscular use) |
| 90690 | Vivotif - 4 pills                             |
| 90691 | Typhoid inj                                   |
| 90707 | MMR   |
| 90713 | Polio Vaccine                                 |
| 90715 | Adacel  |
| 90716 | Varicella vacc                                |
| 90732 | Pneumococcal vac                              |
| 90734 | Menactra/meningococcal                        |
| 90736 | Shingles, zoster vaccine                      |
| 90738 | Japanese Encephalitis                         |
| 90739 | Hepatitis B, Adult, 2 dose schedule           |
| 90746 | Hep B Adult LF                                |
| 90750 | Shingrix/Shingles                             |

Any vaccines developed and formally approved/recommended by the Center for Disease Control (CDC) during the course of the plan year will not be covered by the ABOR Student Health Insurance Program for that plan year but will be considered for coverage inclusion in the following plan year.

## FEE-FOR-SERVICES PROVIDED AT STUDENT HEALTH CENTERS FOR THE THREE UNIVERSITIES

### ASU

| <u>CPT</u> | <u>Description</u>                                |
|------------|---|
| 20611      | Arthrocentesis Aspiration                         |
| 54056      | Cryosurgery                                       |
| 57454      | Colposcopy  |
| 76882      | Ultrasound on extremity                           |
| 76942      | Ultrasonic guide, needle placement                |
| 84484      | Assay, troponin                                   |
| 85379      | Assay, fibrin                                     |
| 86592      | RPR   |
| 86765      | Antibody, rubeola                                 |
| 87389      | HIV-1/HIV-2                                       |
| 87804      | Antigen, influenza                                |
| 97597      | wound debridement (should be on, not very common) |
| 99407      | Smoking Tobacco Cessation                         |
| A4550      | Surgical tray                                     |
| A4565      | ARMBAND/ARMSLING                                  |
| A4570      | SPLINT, FINGER CURVE PADDED                       |
| A4580      | TAPE, CAST  |
| A4590      | ORTHOGLASS  |
| A4614      | Peak Flow Meter                                   |
| E0116      | CRUTCHES  |
| J0561      | Bicillin L-A 1.2 MMU                              |
| J0696      | Rocephin 250 mg                                   |
| J1050      | Depo Provera                                      |
| J1200      | Diphenhydramine up to 50 mg. inj                  |
| J1580      | Gentamicin 40MG/ML                                |
| J1610      | Injection, glucagon hydrochloride                 |
| J1885      | Ketorolac 30 mg/2 ml                              |
| J2405      | Zofran Inj per 1 mg.                              |
| J2930      | methylprednisolone injection                      |
| J3301      | Kenalog 10 mg Inj.                                |
| J7296      | Kyleena IUD                                       |
| J7298      | Mirena IUD  |
| J7300      | Paragard IUD                                      |
| J7301      | Skyla IUD   |
| J7307      | Nexplanon   |
| L0120      | CERV COLLAR                                       |
| L1810      | KNEE, J BRACE                                     |
| L1830      | QUICK FIT KNEE IMMOB                              |



|       |   |                             |
|-------|---|-----------------------------|
| L1902 | ANKLE SUPPORT/STABLIZER                               |                             |
| L3260 | POST OP SHOE  |                             |
| L3485 | ANKLE SUPPORT/STABLIZER                               |                             |
| L3660 | SHOULDER IMMOB  |                             |
| L3807 | QUICK FIT WRIST W AND W/O THUMB                       |                             |
| L3908 | 10.5 in wrist forearm v strap                         |                             |
| L4386 | OVATION BOOT  |                             |
| 0001A | Pfizer Covid-19 vaccine administration, 1st dose      |                             |
| 0002A | Pfizer Covid-19 vaccine administration, 2nd dose      |                             |
| 0003A | Pfizer Covid-19 vaccine administration, 3rd dose      | <i>Pending FDA approval</i> |
| 0011A | Moderna Covid-19 vaccine administration, 1st dose     |                             |
| 0012A | Moderna Covid-19 vaccine administration, 2nd dose     |                             |
| 0013A | Moderna Covid-19 vaccine administration, 3rd dose     | <i>Pending FDA approval</i> |
| 0021A | AstraZeneca Covid-19 vaccine administration, 1st dose | <i>Pending FDA approval</i> |
| 0022A | AstraZeneca Covid-19 vaccine administration, 2nd dose | <i>Pending FDA approval</i> |
| 0031A | Jansen Covid-19 vaccine administration                |                             |
| 0041A | Novavax Covid-19 vaccine administration, 1st dose     | <i>Pending FDA approval</i> |
| 0042A | Novavax Covid-19 vaccine administration, 2nd dose     | <i>Pending FDA approval</i> |
| 11981 | Insertion, non-biodegradable drug delivery implant    |                             |
| 11982 | Removal, non-biodegradable drug delivery implant      |                             |
| 58300 | Insertion of IUD                                      |                             |
| 58301 | Removal of IUD  |                             |

## UArizona

| <u>CPT</u> | <u>Description</u>                                    |
|------------|---|
| 80306      | Drug Screen 13 - CHS Lab                              |
| 81000      | Urinalysis With Microscopy                            |
| 81002      | Urine Albumin (Protein)                               |
| 81025      | PREGNANCY TEST, URINE                                 |
| 82274      | Occult Blood Immunochem,Screen                        |
| 82962      | Fingerstick Glucose, Blood                            |
| 85007      | Differential Wbc Count                                |
| 85014      | Hematocrit  |
| 85018      | Hemoglobin  |
| 85025      | CBC W/DIFF, W/PLT                                     |
| 85048      | White Blood Cell (wbc) Count                          |
| 85660      | Sickle Cell   |
| 86308      | Monospot Heterophile Anti                             |
| 86328      | COVID-19 Antibodies                                   |
| 87070      | Vaginal Culture                                       |
| 87075      | Wound/Abscess Culture                                 |
| 87184      | MICROBE SUSCEPTIBLE DISK                              |
| 87205      | Gram Stain Bacti                                      |
| 87207      | Malaria Smear   |
| 87804      | Influenza A & B Rapid Screen                          |
| 87880      | Rapid Strep Test                                      |
| 87899      | Flu Rapid (A And B)                                   |
| 89190      | Nasal Smear For Eosinophils                           |
| 90756      | FLUELVAX CCIIV4 VAC ANTIBIOTIC FREE 0.5 ML DOS IM USE |
| J1050      | Medroprogesterone/Generic Depo 150mg                  |
| J7296      | Kyleena IUD   |
| J7297      | Levonorgestrel releasing IUD - Liletta                |
| J7298      | Mirena Device   |
| J7300      | Paraguard Device                                      |
| J7301      | Skyla Device  |
| J7307      | NEXPLANON - CONTRACEPTIVE IMPLANT                     |
| 0001A      | Pfizer Covid-19 vaccine administration, 1st dose      |
| 0002A      | Pfizer Covid-19 vaccine administration, 2nd dose      |
| 0003A      | Pfizer Covid-19 vaccine administration, 3rd dose      |
| 0011A      | Moderna Covid-19 vaccine administration, 1st dose     |
| 0012A      | Moderna Covid-19 vaccine administration, 2nd dose     |
| 0013A      | Moderna Covid-19 vaccine administration, 3rd dose     |

*Pending FDA approval*

*Pending FDA approval*

|       |   |                             |
|-------|---|-----------------------------|
| 0021A | AstraZeneca Covid-19 vaccine administration, 1st dose | <i>Pending FDA approval</i> |
| 0022A | AstraZeneca Covid-19 vaccine administration, 2nd dose | <i>Pending FDA approval</i> |
| 0031A | Jansen Covid-19 vaccine administration                |                             |
| 0041A | Novavax Covid-19 vaccine administration, 1st dose     | <i>Pending FDA approval</i> |
| 0042A | Novavax Covid-19 vaccine administration, 2nd dose     | <i>Pending FDA approval</i> |
| 11981 | Insertion, non-biodegradable drug delivery implant    |                             |
| 11982 | Removal, non-biodegradable drug delivery implant      |                             |
| 58300 | Insertion of IUD                                      |                             |
| 58301 | Removal of IUD  |                             |

## NAU

| <b><i>CPT</i></b> | <b><i>Description</i></b>   |
|-------------------|---|
| 11981             | Insertion, Etonogestrel Implant                                       |
| 11982             | Removal, Etonogestrel Implant   |
| 58301             | IUD removal   |
| 87426             | SOFIA COVID antigen test  |
| 87635             | Infectious agent detection by nucleic acid (DNA or RNA); (SARS-CoV-2) |
| 87651             | Molecular -Strep group A - part of in house Strep complete            |
| 87798             | Molecular - Strep Dysgalactiae -k part of in house Strep Complete     |
| 90460             | Injection administration fee single (under 18)                        |
| 90471             | Injection administration fee single                                   |
| 90473             | Administration by intranasal/oral route; one product                  |
| 94060             | Spirometry pre/post svn treatment                                     |
| A4450             | Leukotape/CoverRoll - per Roll  |
| E0114             | Crutches,underarm,other than wood                                     |
| E0191             | Elbow Support, Elastic  |
| E0720             | TENS, two lead localized stimulation                                  |
| J1050             | Depo Provera 150mg  |
| J7296             | IUD-Kyleena   |
| J7298             | IUD-Mirena  |
| J7300             | IUD-paraguard   |
| J7301             | IUD- skyla 13.5mg   |
| J7307             | Etonogestrel Implant - Nexplanon                                      |
| L1902             | Ankle Support, Double Strap   |

|       |   |                             |
|-------|---|-----------------------------|
| L3260 | Post Op Shoe SQ Toe                                   |                             |
| L3650 | Shoulder Immobilizer, Contoured                       |                             |
| L4361 | Walking Boot, Pneumatic                               |                             |
| L4387 | Walking Boot, Non-Pneumatic                           |                             |
| 0001A | Pfizer Covid-19 vaccine administration, 1st dose      |                             |
| 0002A | Pfizer Covid-19 vaccine administration, 2nd dose      |                             |
| 0003A | Pfizer Covid-19 vaccine administration, 3rd dose      | <i>Pending FDA approval</i> |
| 0011A | Moderna Covid-19 vaccine administration, 1st dose     |                             |
| 0012A | Moderna Covid-19 vaccine administration, 2nd dose     |                             |
| 0013A | Moderna Covid-19 vaccine administration, 3rd dose     | <i>Pending FDA approval</i> |
| 0021A | AstraZeneca Covid-19 vaccine administration, 1st dose | <i>Pending FDA approval</i> |
| 0022A | AstraZeneca Covid-19 vaccine administration, 2nd dose | <i>Pending FDA approval</i> |
| 0031A | Jansen Covid-19 vaccine administration                |                             |
| 0041A | Novavax Covid-19 vaccine administration, 1st dose     | <i>Pending FDA approval</i> |
| 0042A | Novavax Covid-19 vaccine administration, 2nd dose     | <i>Pending FDA approval</i> |
| 11981 | Insertion, non-biodegradable drug delivery implant    |                             |
| 11982 | Removal, non-biodegradable drug delivery implant      |                             |
| 58300 | Insertion of IUD                                      |                             |
| 58301 | Removal of IUD  |                             |

Please refer to the detailed reports from the existing provider which have been included in the Attachments.

The reports are provided separately for each of the Universities as well as all three combined.

Arizona Board of Regents  
Age-Gender Distribution of Plan Participants  
Based on the census provided by Aetna - September 2021

| Number of Lives*     | Gender        |              | Total         |
|----------------------|---------------|--------------|---------------|
|                      | Male          | Female       |               |
| Age Band             |               |              |               |
| 0 - 15               | 0             | 1            | 1             |
| 15 - 19              | 1264          | 785          | 2049          |
| 20 - 24              | 4762          | 2989         | 7751          |
| 25 - 29              | 3163          | 2485         | 5648          |
| 30 - 34              | 1024          | 878          | 1902          |
| 35 - 39              | 343           | 286          | 629           |
| 40 - 44              | 116           | 120          | 236           |
| 45 - 49              | 51            | 64           | 115           |
| 50 - 54              | 24            | 33           | 57            |
| 55 - 59              | 7             | 19           | 26            |
| 60 - 64              | 6             | 10           | 16            |
| 65 - 70              | 0             | 0            | 0             |
| <b>Grand Total =</b> | <b>10,760</b> | <b>7,670</b> | <b>18,430</b> |

**Arizona Board of Regents  
Additional Information of Plan Participants  
Based on the census provided by Aetna - September 2021**

| <b>NAU</b>  | Counts |
|---|--------|
| Total Students                                      | 1,370  |
| Undergraduate:                                      | 640    |
| Graduate:   | 634    |
| Domestic Students:                                  | 738    |
| International Students:                             | 536    |
| Rural Students:                                     | 96     |
| <b>UA</b>   | Counts |
| Total Students                                      | 5,542  |
| Undergraduates:                                     | 2,057  |
| Graduates*:   | 3,485  |
| *Includes Graduate Assistants                       |        |
| Domestic Students:                                  | 3,045  |
| International Students:                             | 2,497  |
| Counts don't include Prorates and Visiting Scholars |        |
| <b>ASU</b>  | Counts |
| Total Students                                      | 11,246 |
| Undergraduate:                                      | 4,377  |
| Graduate*:  | 6,869  |
| *Includes Graduate Assistants                       |        |
| Domestic Students:                                  | 3,348  |
| International Students:                             | 7,898  |

Due to HIPAA regulations, the detailed census file has not been included as an attachment.

**ATTACHMENT F**

**PLAN DESIGN COMPARISON CHARTS COMPONENTS**

Proposer to indicate where proposed plan designs differ from the requested plans. If Proposer does not indicate any differences, it will be assumed that the proposed plans match the requested plans exactly.

| <b>CAMPUS HEALTH CENTER/STUDENT HEALTH CENTER BENEFITS</b> |                   |                |                |                       |
|--|-------------------|----------------|----------------|-----------------------|
| Section – Benefit Description                              | Network Copayment |                |                | Non-Network Copayment |
|  | ASU               | NAU            | UA             |                       |
| General Medicine   | \$15 per visit    | \$15 per visit | \$20 per visit |                       |
| Women’s Health   | \$15 per visit    | \$15 per visit | \$20 per visit |                       |
| Well-Women Care  | No Copay          | No Copay       | No Copay       |                       |
| Specialists located at CHS                                 | \$25 per visit    | \$25 per visit | \$25 per visit |                       |
| Diagnostic Lab   | \$10 per day      | \$10 per day   | No Copay       |                       |
| X-Ray  | \$10 per day      | \$10 per day   | No Copay       |                       |
| Preventive Services  | No Copay          | No Copay       | No Copay       |                       |
| Allergy Immunization                                       | No Copay          | \$15 per visit | No Copay       |                       |
| Chiropractic Care  | \$25 per visit    | N/A            | N/A            |                       |
| Urgent Care  | \$15 per visit    | \$15 per visit | \$20 per visit |                       |
| Psychiatric Services                                       | \$15 per visit    | \$15 per visit | \$20 per visit |                       |
| Psychologist/Therapist                                     | \$15 per visit    | \$15 per visit | \$20 per visit |                       |
| Behavioral Health Triage                                   | No Copay          | \$15 per visit | \$5 per visit  |                       |
| Initial Counseling Assessment                              | No Copay          | No Copay       | \$20 per visit |                       |
| Brief Counseling Treatment                                 | \$15 per visit    | \$15 per visit | \$20 per visit |                       |
| Travel Immunizations                                       | No Copay          | No Copay       | \$15 per visit |                       |
| Physical Therapy-Initial Visit                             | No Copay          | \$25 per visit | \$25 per visit |                       |
| Physical Therapy-Follow-up Visit                           | No Copay          | \$25 per visit | \$15 per visit |                       |



If the student doesn't utilize the CHS, the plan pays Out-of-Network unless a referral is generated by the CHS or the student lives outside of the 25 miles of a CHS location. In addition, the billed charge has PPO discounts applied before payment is calculated.

| NAU BENEFITS   | CURRENT PLAN DESIGN  |   | PROPOSED BENEFITS |                |
|--|--|---|-------------------|----------------|
|  | IN-NETWORK   | OUT-OF-NETWORK  | IN-NETWORK        | OUT-OF-NETWORK |
| Policy Year Deductible Student   | \$250  | \$1,000   |                   |                |
|  | Policy Year = Anniversary Date to Anniversary Date                             |   |                   |                |
| Out-of-Pocket Maximum Individual   | \$1,500  | \$3,000   |                   |                |
|  | Includes Policy Year Deductible and Copays (out-of-pockets do not cross-apply) |   |                   |                |
| Hospital   | 80% of allowed charge after Policy Year deductible                             | 50% of recognized charge after Policy Year deductible |                   |                |
| Surgical (Inpatient)   | 80% of allowed charge after Policy Year deductible                             | 50% of recognized charge after Policy Year deductible |                   |                |
| Outpatient Surgery   | 80% of allowed charge after Policy Year deductible                             | 50% of recognized charge after Policy Year deductible |                   |                |
| Emergency Room   | \$200 copay, then 100% of allowed charge                                       | \$200 deductible, 100% of actual charge               |                   |                |
| Urgent Care  | \$25 copay, then 100% of allowed charge  | 50% of recognized charge after Policy Year deductible |                   |                |
| Ambulance Expenses   | 100% of actual charge  | 100% of actual charge                                 |                   |                |
| Physician's Office Visit   | \$25 copay, then 100% of allowed charge  | 50% of recognized charge after Policy Year deductible |                   |                |
| Laboratory & X-Ray Expenses  | 100% of allowed charge   | 50% of recognized charge after Policy Year deductible |                   |                |
| Therapy Expenses (Occupational, Physical, Speech, Cognitive, Chiropractic) | \$25 copay per visit, then 100% of allowed charge                              | 50% of recognized charge after Policy Year deductible |                   |                |

| NAU BENEFITS   | CURRENT PLAN DESIGN   |   | PROPOSED BENEFITS |                |
|--|---|---|-------------------|----------------|
|  | IN-NETWORK  | OUT-OF-NETWORK  | IN-NETWORK        | OUT-OF-NETWORK |
| Outpatient Chemotherapy, Radiation, Respiratory, Cardiac and Pulmonary Therapy                     | 80% of allowed charge after Policy Year deductible                                    | 50% of recognized charge after Policy Year deductible |                   |                |
| Durable Medical Equipment  | 80% of allowed charge after Policy Year deductible                                    | 50% of recognized charge after Policy Year deductible |                   |                |
| Prosthetic Devices & Orthotics   | 80% of allowed charge after Policy Year deductible                                    | 50% of recognized charge after Policy Year deductible |                   |                |
| Dental Accidental Injury to Sound Natural Teeth  | 80% of actual charge after Policy Year deductible                                     |   |                   |                |
| Prescription Drug Deductible   | \$125 per policy year   |   |                   |                |
| <b>Prescription Drugs:</b><br>Generic<br>Preferred Brand<br>Non-Preferred Brand<br>Specialty Drugs |   | \$15 copay<br>\$40 copay<br>\$80 copay<br>\$80 copay  |                   |                |
| Routine Physical Exam and Immunizations  | 100% of allowed charge, deductible waived   | 50% of recognized charge after Policy Year deductible |                   |                |
| Immunization Expenses  | 100% of allowed charge, deductible waived   | 50% of recognized charge after Policy Year deductible |                   |                |
| Consultant or Specialist   | \$25 copay per visit, then 100% of allowed charge                                     | 50% of recognized charge after Policy Year deductible |                   |                |
| Mental Health & Substance Abuse Treatment – Inpatient Hospital                                     | 80% of allowed charge after Policy Year deductible                                    | 50% of recognized charge after Policy Year deductible |                   |                |
| Mental Health & Substance Abuse Treatment – Outpatient Office Visits                               | \$25 copay per visit, then 100% of allowed charge                                     | 50% of recognized charge after Policy Year deductible |                   |                |
| Mental Health & Substance Abuse Treatment – Other Outpatient Treatment                             | 100% of allowed charge, deductible waived   | 50% of recognized charge after Policy Year deductible |                   |                |
| Maternity Expenses   | Covered according to the type of benefit and the place where the service is received. |   |                   |                |

| NAU BENEFITS  | CURRENT PLAN DESIGN   |   | PROPOSED BENEFITS |                |
|---|---|---|-------------------|----------------|
|   | IN-NETWORK  | OUT-OF-NETWORK  | IN-NETWORK        | OUT-OF-NETWORK |
| Well Newborn Nursery Care   | 80% of allowed charge   | 50% of recognized charge                              |                   |                |
| Diabetic services and supplies (including equipment and training) | Covered according to the type of benefit and the place where the service is received. |   |                   |                |
| Autism Spectrum Disorders   | Covered according to the type of benefit and the place where the service is received. |   |                   |                |
| Pap Smear (Max. 1 visit per policy year)                          | 100% of allowed charge  |   |                   |                |
| Routine cancer screenings   | 100% of allowed charge  | 50% of recognized charge after Policy Year deductible |                   |                |
| Dermatological  | Covered according to the type of benefit and the place where the service is received. |   |                   |                |
| Hospice   | 100% of allowed charge  | 50% of recognized charge after Policy Year deductible |                   |                |
| Home Health Care  | 80% of allowed charge after Policy Year deductible                                    | 50% of recognized charge after Policy Year deductible |                   |                |
| Skilled Nursing Facility (Max. of 90 days per Policy Year)        | 80% of allowed charge after Policy Year deductible                                    | 50% of recognized charge after Policy Year deductible |                   |                |
| Adult Routine Vision Exams (Max. of 1 visit per Policy Year)      | \$25 copay per visit, then 100% of allowed charge                                     | 50% of recognized charge after Policy Year deductible |                   |                |

| PERFORMANCE STANDARDS<br>(Including Measurements & Sources of Information)   | REQUESTED PENALTIES<br>(Dollars or % of Fees) | PROPOSED PENALTIES<br>(Dollars or % of Fees) |
|--|---|--|
| <b>A. Plan Implementation</b>  |   |  |
| <p>1. Timely delivery of ID Cards</p> <p>Performance standards: 99% mailed within 14 business days [after the final member eligibility data has been loaded onto the successful Offeror’s system and passed its quality assurance check], but in no event later than 14 business days after the plan’s effective date.</p> <p>Measurement and source of information: Offeror’s certification of mailing of ID cards coupled with Offeror’s ID card mailing list, to be received by the Universities within 2 days of mailing and verified against the Universities’ log of plan participant complaints that they did not receive their ID cards on time or that the cards contained incorrect information.</p> | \$1 per day per card                          | No Change                                    |
| <p>2. Claim Payment Ready Date</p> <p>Performance standard: Vendor is ready to pay claims on the effective date of the plan, unless this is not possible because of the lack of time between that date and the date the business was awarded, in which case it is 10 days after the completion of the implementation plan.</p> <p>Measurement and source of information: Vendor’s report to be received by the Universities within 2 days after the claim payment ready date.</p>  | \$25,000 and<br>\$5,000 per day               | No Change                                    |
| <b>B. Providing Overall Service to the Universities</b>  |   |  |
| <p>1. Vendor attendance at Universities meetings</p> <p>Performance standard: 100% attendance by Offeror representatives at meetings scheduled by Universities.</p> <p>Measurement and source of information: Sign-in sheets at meetings.</p>  | \$1,000 per meeting                           | No Change                                    |

|   |   |                  |
|---|---|------------------|
| <p>2. Vendor call and/or email return timeliness</p> <p>Performance standard: Universities' calls and/or original email request to Offeror are to be returned within 24 and 48 hours respectively, except for calls placed after 4:00 pm.</p> <p>Measurement and source of information: Universities' telephone logs.</p>   | <p>\$100 per occurrence after 2 calls/emails per month.</p> | <p>No Change</p> |
| <p>3. Accuracy of new and replacement ID cards</p> <p>Performance standard: 100% of all ID cards will contain accurate information compared to the enrollment information furnished by the Universities to the Offeror and be available electronically.</p> <p>Measurement and source of information: Universities' log of plan participant complaints that they did not receive notices or certifications on time, subject to revision based on evidence of eligibility and enrollment information provided by the Universities to the Offeror.</p>  | <p>\$1 per card.</p>  | <p>No Change</p> |
| <p>4. Reconciliation of eligibility files</p> <p>Performance standard: Vendor agrees to provide file stats to the particular school for each file processed within 10 business days of the file being processed.</p> <p>Vendor performs a semi-annual reconciliation of the eligibility (membership) file showing all covered students and reports the results to school within 30 days of receipt of the final semester file.</p> <p>Measurement and source of information: Comparison of Offeror's current eligibility (membership) file against Universities' files to identify all discrepancies. Each discrepancy is to be investigated and corrected within 2 business days after confirmation of correct member (or dependent) status by Universities.</p> | <p>\$25,000</p>   | <p>No Change</p> |
| <p>5. Telephone call availability &amp; answering speed</p> <p>Performance standard: Average speed of answer 30 seconds or under.</p> <p>Measurement and source of information: Average speed of answer is defined as the amount of time that elapses between the time a call is received into the telephone system and the time a representative responds to the call. The result expresses the sum of all waiting times for all calls answered by the queue divided by the number of incoming calls answered.</p> <p>Measured at the book of business level.</p>  | <p>\$5,000</p>  | <p>No Change</p> |

|   |                               |                  |
|---|-------------------------------|------------------|
| <p>6. Telephone call abandonment rate</p> <p>Performance standard: An abandonment rate of less than 5% during standard business hours.</p> <p>Measurement and source of information: The abandonment rate measures the total number of calls abandoned divided by the number of calls accepted into the site.</p> <p>Measured at the book of business level.</p>  | <p>\$2,500</p>                | <p>No Change</p> |
| <p>7. Member satisfaction surveys</p> <p>Performance standard: Offeror will administer an Account Management Survey annually; ABOR agrees to make Offeror aware of possible sources of dissatisfaction throughout the guarantee period.</p> <p>Measurement and source of information: A mutually agreed upon survey must be performed through the Offeror's on-line survey tool and invitations to the survey will be administered via e-mail.</p> <p>This survey will be used to measure member satisfaction regarding the ability to resolve issues/problems, courtesy and other areas of importance. For areas where improvements are indicated, will develop an action plan that will outline steps that will be taken to correct the issues.</p> | <p>\$5,000</p>                | <p>No Change</p> |
| <p>8. Complaint Resolution by Vendor</p> <p>Performance standard: Failure to resolve a plan participant's complaint with the Offeror because the complaint was ignored or improperly resolved by the Offeror, and who then registered a complaint with the plan sponsor.</p> <p>Measurement and source of information: Universities' complaint log evidencing a complaint that turns out to have been ignored or improperly resolved by the Offeror.</p>  | <p>\$5,000 per occurrence</p> | <p>No Change</p> |

|   |                 |                    |
|---|-----------------|--------------------|
| <p>9. Timely Plan Material Development</p> <p>Performance standard: Development/Delivery to ABOR Plan Design and Benefit Summary and Plan Guide will be sent to the Arizona Division of Insurance for their review/approval by 7/22 provided receipt of final plan design and pricing is received by 3/25 by ABOR in writing.</p> <ul style="list-style-type: none"> <li>• Any modifications made after the final renewal confirmation by ABOR will be subject to additional business days being added to the project plan and will adjust performance guarantee subsequently by the number of days by each step that must be repeated due to modifications made after final renewal confirmation.</li> <li>• Offeror guarantees that benefits illustrated in the Plan Design and Benefit Summary and Plan Guide will be accurate and comply with our filings in the state of Arizona.</li> <li>• If ABOR selects/requests benefits that are outside of our filed options that will require a single case filing that the university wishes to include in the pamphlet materials, the dates and this guarantee will be subsequently adjusted by 20 business days to accommodate the single case filing timeframes and processes.</li> </ul> | <p>\$10,000</p> | <p>\$50,000.00</p> |
|---|-----------------|--------------------|

C. Timely Delivery of Agreed-Upon Reports

|   |                  |  |           |
|---|------------------|--|-----------|
| 1. Reports: Timely delivery   |                  | \$1,000 plus<br>\$250 per<br>day for<br>additional<br>days | No Change |
| <u>Report</u>   | <u>Frequency</u> |  |           |
| To be designated by ABOR  | Monthly          |  |           |
| Performance standard: Each listed report is to be received by the Universities by the [20 <sup>th</sup> ] day of the month following the close of the period indicated above. |                  |  |           |
| Measurement and source of information: Universities' date-stamp of receipt.   |                  |  |           |



D. Claims-Related Services

|  |   |                  |
|--|---|------------------|
| <p>1. Claims: Processing Turnaround Time</p> <p>Performance standards:</p> <ul style="list-style-type: none"> <li>• 92% of claims received will be completely processed within 10 business days after they are received.</li> <li>• 98% of all claims approved for payment to the covered member will be paid within 10 business days after approval for payment.</li> <li>• 98% of all claims approved for payment to a health care provider will be paid within 10 business days after approval for payment or within such time period as has been agreed to in writing by the Offeror and the health care provider, whichever is longer.</li> </ul> <p>Measurement: For the purposes of this provision:</p> <ul style="list-style-type: none"> <li>• A claim is a request for payment of a plan benefit by a plan participant or health care provider.</li> <li>• A claim is deemed to have been received when it has been time-stamped by the Offeror.</li> <li>• Processing of a claim will be completed when it has been approved for payment, denial or a request for further information.</li> <li>• Payment means that a check or draft will be mailed within that time period.</li> </ul> <p>[Specify specific time periods when a lower standard will apply due to peak claims activity in the Offeror’s claim offices.]</p> <p>Source of information: Monthly reports from the Offeror showing time periods for claim processing and payments applicable to [the claim staff responsible for paying the Universities’ claims] [the claims office[s] responsible for paying the Universities’ claims]. Reports are subject to verification by Universities audit.</p> | <p>\$5,000 plus \$5,000 per day for every day beyond 10 business days</p> | <p>No Change</p> |
|--|---|------------------|

|  |                 |                  |
|--|-----------------|------------------|
| <p>2. Claims: Financial Accuracy</p> <p>Standard of performance: 99% of claims dollars submitted for payment will be accurately processed and paid. This includes payment of the proper amount of benefits when the plan provides for in-network and out-of-network benefits.</p> <p>Regardless of whether or not these standards of performance are satisfied, the Offeror must reimburse the Universities for all overpayments in excess of \$5,000 per claim that are not recovered from the recipient within 60 days after the overpayment is discovered. Universities will assign its right to any recovery of such overpayments to the Offeror.</p> <p>Measurement: The total of all overpayments and underpayments are subtracted from the correct dollar amount payable to determine the level of accuracy of processing and payment. Underpayments caused by the claimant's failure to provide adequate information that are corrected upon submission of the missing information shall not be counted as underpayments for the purpose of determining financial accuracy performance.</p> <p>Source of information: Monthly administrative reports of total claim payments applicable to the Universities' plan, with detailed listing of overpayments, underpayments and the cause of error confirmed through a statistically valid independent audit. If such an audit indicates a greater level of claim payment inaccuracy, the results of the audit will determine liability for penalties.</p> | <p>\$10,000</p> | <p>No Change</p> |
|--|-----------------|------------------|

|   |                 |                  |
|---|-----------------|------------------|
| <p>3. Claims: Processing Accuracy</p> <p>Performance standard: 97% of all claims will be processed accurately. Accurate processing includes payment or communication to the claimants who submitted the claim addressed to them at their correct addresses as reported to the Offeror by the Universities; avoidance of payment of claims of individuals whose coverage has terminated for any reason whatsoever; payment or denial of claims based on the provisions of the plan document; application of all appropriate benefit limitations; and if the plan includes in-network and out-of-network benefits, payment of the proper amount of benefits.</p> <p>Measurement: Every claim that has been processed for payment with an overpayment or underpayment, and every claim that was erroneously processed as described above or in any other way shall be subtracted from the total number of claims submitted each month to determine the percentage of claim processing accuracy.</p> <p>Source of information: Quarterly administrative internal audit reports of the Offeror confirmed through a statistically valid independent audit. If such an audit indicates a greater level of claim payment inaccuracy, the results of the audit will determine liability for penalties.</p> | <p>\$10,000</p> | <p>No Change</p> |
|---|-----------------|------------------|

E. Network Management Services

|  |  |                  |
|--|--|------------------|
| <p>1. Appointment access time</p> <p style="text-align: center;">Performance Standards:<br/><u>Service Appointment Availability</u></p> <p>Service Appointment Availability: Preventive Routine physical 8 weeks or less from initial request; Routine care 7 days or less from initial request; Urgent care Same day as request or with 24 hours; Emergency care Refer to urgent care center, ER, or appropriate.</p> <p>Measurement and source of information: Universities Plan administrator complaint log, subject to verification by health care provider that patient preference or patient chronic feedback did not cause the delay.</p> | <p>\$10,000 per semester</p>                         | <p>No Change</p> |
| <p>2. Timely notice of network changes.</p> <p>Performance standard: Universities is to be notified of every addition or deletion of providers by updated provider directories within 30 business days after the Offeror learns of it.</p> <p>Measurement and source of information: In Arizona, via website for physicians and email for facilities. Universities' records that it learned of the change from a plan participant or source other than the Offeror.</p>  | <p>\$5,000 per month for month metric was missed</p> | <p>No Change</p> |
| <p>3. Network Adequacy</p> <p>Aetna Student Health will outreach on a quarterly basis to Neurology, Rheumatology and Oral Maxillofacial providers in the Tucson community to confirm their participation in the Aetna network and their status of accepting new patients. The results will be shared with The University of Arizona during the first week of each quarter.</p> <p>Should there be an additional specific area identified by UA, ASU or NAU, upon mutual agreement, these too will be included in this metric.</p>  | <p>\$10,000 per Specialty/University</p>             | <p>No Change</p> |