# UNIVERSITY OF MARYLAND BALTIMORE COUNTY

## REQUEST FOR PROPOSAL

# BC-21092-R

FOR

## UMBC ACTUARIAL SERVICES CONTRACT

**ISSUE DATE:** FEBRUARY 28, 2018

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<thead>
<tr>
<th>SIGNIFICANT MILESTONES</th>
<th>TIME:</th>
<th>DATE:</th>
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<tbody>
<tr>
<td>Deadline for Questions (via email to <a href="mailto:MRalliford@umbc.edu">MRalliford@umbc.edu</a>)</td>
<td>5:00 PM EDT</td>
<td>Thursday, March 8, 2018</td>
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<tr>
<td>Technical Proposal Due Time/Date (to UMBC Box: <a href="mailto:TechPro.trme4d74o8nde05q@u.box.com">TechPro.trme4d74o8nde05q@u.box.com</a>)</td>
<td>5:00 PM EDT</td>
<td>Thursday, March 22, 2018</td>
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<tr>
<td>Interviews with Shortlisted Firms only</td>
<td>TBD</td>
<td>Wednesday, April 18, 2018</td>
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<tr>
<td>Price Proposal Due from Shortlisted Firm (to UMBC Box: <a href="mailto:PricePr.cyhibs2ixrz61t0n@u.box.com">PricePr.cyhibs2ixrz61t0n@u.box.com</a>)</td>
<td>5:00 PM EDT</td>
<td>Monday, April 30, 2018</td>
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**UNIVERSITY OF MARYLAND BALTIMORE COUNTY**

1000 Hilltop Circle

Baltimore, MD 21250

[www.umbc.edu](http://www.umbc.edu)
UMBC ACTUARIAL SERVICES CONTRACT
RFP #BC-21092-R

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SECTION 1
SCOPE OF SERVICES

A. BACKGROUND AND PURPOSE

The University of Maryland, Baltimore County, a constituent institution of the University System of Maryland, an agency of the State of Maryland (herein referred to as the “University” or “UMBC”), intends to contract with a consulting firm for actuarial services on behalf of The Hilltop Institute. Hilltop is a non-partisan health research center at UMBC dedicated to advancing the health and wellbeing of vulnerable populations. Hilltop has expertise in Medicaid and improving publicly financed health care systems and conducts research, analysis, and evaluations on behalf of government agencies, foundations, and nonprofit organizations at the national, regional, and local levels. Since its inception in 1994, Hilltop has maintained a nationally recognized partnership with the Maryland Department of Health (MDH) to analyze state health policies and develop solutions for the Maryland Medicaid program. Under its Master Agreement with MDH, renewed every five years, Hilltop is responsible for calculating capitation rates for the Maryland Medicaid managed care program called HealthChoice. UMBC competitively procures the services of an actuary to provide consulting services to Hilltop to assure the development of actuarially sound capitation rates on an annual basis. The services of an actuarial firm are required in a number of areas, including certification of the HealthChoice rates and to verify and validate the statistical analyses performed by Hilltop staff to support rate development. This work will be the basis for setting the capitation rates to be paid to managed care organizations (MCOs) participating in the HealthChoice program in calendar years (CYs) 2020-2024.

The HealthChoice program became operational on July 1, 1997. Under the authority of a Section 1115 waiver from the federal government, Maryland was permitted to mandatorily enroll certain eligibility groups in its Medicaid population in managed care. By February 1998, approximately 308,000 Medicaid beneficiaries had been enrolled in HealthChoice. The state began enrolling children eligible for the Maryland Children’s Health Program (MCHP) in the HealthChoice program in June 1998. Medicaid beneficiaries not eligible for managed care enrollment include those aged 65 and older, individuals dually eligible for Medicare and Medicaid, institutionalized individuals, individuals who “spend down” to Medicaid eligibility, persons with rare and expensive medical conditions (REM) who choose not to participate in HealthChoice, and others eligible for Medicaid through special programs.

In July 2007, Maryland began offering the Primary Adult Care program (PAC), a limited benefit program serving low-income individuals aged 19 and older who did not qualify for full Medicaid benefits. On January 1, 2014, Maryland expanded Medicaid under the Affordable Care Act (ACA) and all PAC enrollees (about 90,000) were transitioned to full Medicaid benefits under the HealthChoice program. As of January 2018, approximately 1,150,000 Medicaid beneficiaries were enrolled in HealthChoice. This includes about 110,000 children in MCHP.

Currently, there are nine (9) MCOs participating in the HealthChoice program. A more detailed description of the HealthChoice program can be found on MDH’s website at https://mmcp.health.maryland.gov/healthchoice/. MCOs that participate in the HealthChoice program receive various forms of risk-adjusted payments for almost all enrollees. Most
recipients are classified into risk-adjusted payment groups using the Adjusted Clinical Groups (ACG) classification methodology developed by the Johns Hopkins University.

B. **Term of Contract:**

The contract term will begin on the date of award. The Period of Performance will be for a period of one (1) year beginning on March 1, 2019 and ending February 29, 2020. The University shall have the option to renew the contract for four (4) additional one-year renewal terms, for a potential five (5) year contract period. The renewal options will be exercised at the sole discretion of the University. The price quoted in the Price Proposal will remain effective for each year of the five (5) year period. There shall be no cost increases allowed.

C. **SCOPE OF SERVICES**

Services of an actuarial firm are required to verify and validate the mathematical computations and statistical analyses that will be performed jointly with staff of The Hilltop Institute. For the HealthChoice program, the current rate methodology uses a mixture of various risk adjustment methodologies, most notably the incorporation of the Johns Hopkins ACG licensed software. Clients with more than six (6) months of HealthChoice eligibility are assigned to a diagnostic-based risk-adjusted rate cell based on an analysis of their medical claims. New HealthChoice clients and clients with less than six (6) months of eligibility are assigned to demographic rate cells based on their age, sex, and the program under which they gained Medicaid eligibility. Also required for the HealthChoice program is development of payment rates for individuals with HIV; pregnant women eligible under SOBRA and supplemental “kick” payments associated with delivery; and high-cost drugs associated with new Hepatitis C therapies. The services of an actuary are required to compute and certify actuarially sound calendar year rates, both 1) initial rates effective January 1st and 2) restated rates during the calendar year for the HealthChoice program for CYs 2020-2024 using the methodology Hilltop currently uses. The contract will be for a base year and four option years, for a total period of performance of five years beginning on or about March 1, 2019.

1. **Mandatory Requirements:** Under this contract, the actuarial firm will be required to perform the following services related to the development of the HealthChoice capitation rates. The data and information provided to the selected firm will be limited to summary reports mainly generated by Hilltop and on occasion by other Maryland agencies such as MDH and HSCRC. The selected firm will be provided with encounter lag reports for trend development, HSCRC data, consolidated MCO financial information, state enrollment projections, analysis, and data to support any program or base adjustments needed in the rate development process. Since there are always issues unique to any rate setting period, data specific to those issues would also be provided to the selected firm. In the initial year of this contract, the selected firm will be involved in the development of CY 2020 HealthChoice

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1 The Sixth Omnibus Budget Reconciliation Act (SOBRA).
2 The Hospital Services Cost Review Commission (HSCRC) is the rate regulator of all hospital payers (Medicare, Medicaid, commercial, etc.) in the State of Maryland. Their main role with regard to HealthChoice managed care rate setting is to provide MDH, Hilltop, and the actuarial firm under contract with both projected and actual Maryland hospital charge data used in the development of HealthChoice rating trends.
rates. The time period of the data that will be available will be CYs 2017, 2018, and early 2019 (actual) and projected information through Maryland state fiscal year 2020. All data will be provided to the selected firm in an Excel format. The selected firm will not be responsible for auditing data received from Hilltop, although the selected firm will provide peer review of selected analysis. Hilltop will provide the selected firm with independently reviewed base data annually as well as other data that has been reviewed and validated by Hilltop.

a. Revisions to prior year’s rates (for current and all renewal years) for specific changes:
   i. Revise CY 2019 rate schedule to reflect mid-year adjustments by HSCRC for inpatient and outpatient hospital rates.
   ii. Revise CY 2019 rate schedule to reflect mid-year adjustments as required by HealthChoice regulations.

b. Develop certified actuarially sound CY 2020 HealthChoice rates:
   i. Review of CY 2017 base per member per months (PMPMs) developed from health plans’ submitted HealthChoice Financial Monitoring Reports (HFMRs), including review of adjustments made by independent auditors and actuaries evaluating incurred but not reported claim reserves and review of adjustments made by the Hilltop.
   ii. Develop managed health care trend estimates and administrative cost inflation estimates. This includes analysis of HSCRC hospital data; encounter hospital, physician, and pharmacy data; year-over-year HFMR data by category of service; and trend information from other sources as appropriate (e.g. Maryland Insurance Administration filings, trends in neighboring states, Consumer Price Index, Producer Price Index, macro-economic indices, commercial health care marketplace indicators, etc.). For entire trend data period, incorporation of “claims lag” effects, where appropriate; nullification of programmatic changes; separation of encounter reporting improvement effects; separate identification of demographic shifts; aging and morbidity effects, where necessary; and other such adjustments necessary to estimate pure medical inflation not affected by other factors (normalized).
   iii. Incorporate population considerations in the development of trend estimates. With implementation of the ACA Medicaid expansion, provide analysis as needed to determine the appropriate adjustments to the CY 2020 rates for population changes. As needed, this may include requesting additional MCO reported experience to accurately evaluate durational trends.
   iv. For the time period spanning the base data year to the contract year, evaluate and develop specific adjustments to be applied to the CY 2017 financial base (e.g., programmatic changes; benefit carve-outs/carve-ins; existing efficiency adjustments).
   v. Develop loading assumptions for administration, profit, and risk contingency that are consistent with the State’s goals for CY 2020.
vi. Develop relational modeling adjustments as needed for factors such as:
   - Changes in the version of JHU’s ACG model to be used for categorizing health plan enrollees;
   - Encounter data reporting improvement;
   - Aging and morbidity effects outside of the risk cell structure;
   - Smoothed impacts on health plan revenue streams;
   - Other standard issues addressed in prior years.

vii. Review consistency of Risk Adjusted Categories (RACs) as applied by Hilltop. With the exception of a few small population groups within the HealthChoice program and individuals new to HealthChoice, HealthChoice clients are assigned a RAC rate cell based on their Medicaid eligibility and health status determined using the Johns Hopkins diagnostic-based grouper. This methodology adjusts the overall payment levels to MCOs taking into account the mix of individuals they serve.

viii. Review regional analyses performed by Hilltop. This includes assisting Hilltop in evaluating issues related to expanding the current payment structure of three payment regions (contingent on MMISIII implementation).

ix. Provide mid-year and calendar year rate certification letters (including modifications to mid-year and calendar year letters) for the Centers for Medicare & Medicaid Services (CMS) and health plans. This includes the Medicaid managed care consultation guide requested by CMS as well as responses to CMS questions regarding the certification letters and consultation guide.

x. Provide the methodology documentation and Capitation Rate Calculation Sheets (CRCS) for Hilltop.

xi. Deliver two presentations to the health plans: 1) preliminary trends (and responses to follow-up questions from the MCOs regarding the presentation), and 2) final trends and rate development. This includes development of materials for the presentations and onsite trips by two lead actuarial team members to Baltimore for each of the two presentations.

xii. Incorporate into pharmacy trend development the impact of the introduction of new drugs and the removal of patent protection from existing drugs.

xiii. As requested, conduct peer review of analysis performed by Hilltop in response to issues raised by MCOs.

xiv. As needed, assist Hilltop in developing the methodology to evaluate the ACA insurer fee and its impact on MCOs from a “not at risk” basis.

xv. As needed, assist Hilltop in the development of a new third party liability adjustment to be applied to the CY 2017 base during CY 2020 rate setting.
xvi. As needed, adjust MCO rates to incorporate changes in COMAR language related to Maryland’s all-payer model for hospitals as approved by CMS.

xvii. Assist Hilltop in the analysis of any newly introduced “breakthrough” drugs of such magnitude in cost that there is a need for new “kick” payments outside of the current HealthChoice rate structure.

xviii. Provide ongoing project management and participate in periodic conference calls with Hilltop and, upon request, with MDH and MCO representatives.

xix. As needed, assist Hilltop in estimating new health plan-specific efficiency adjustments not currently implemented to reflect the State’s expectations of plan-specific improvements in the health care delivery system.

xx. Solely for state analysis, in addition to providing certified rates, develop an actuarially sound range of rates.

2. **Optional Services:** Under this contract, the actuarial firm will be requested to perform the following services on an as-needed basis. Therefore, the Proposer must state their ability to perform these services. The costs for these services are covered under the hourly rate indicated in the Price Proposal.

   a. Perform re-work due to errors in or modifications to data provided to the actuarial firm.

   b. Conduct analyses to assess proposed rate setting or risk adjustment innovations and, based on these analyses, perform material modifications to the existing rate setting and risk adjustment methodologies.

   c. Conduct new types of analyses not used in prior years or specifically outlined in Mandatory Requirements above.

   d. Conduct analyses of strategies for rewarding and/or penalizing health plan financial performance and the quality of care provided and incentivizing prevention and healthy behaviors.

   e. Make any material methodological changes needed to revise rate schedules after the final onsite rates presentation to the MCOs (this excludes revised rate schedules due to any state budget actions).

   f. Attend additional onsite meetings with Hilltop staff and/or health plans over the number planned under Mandatory Requirements.

   g. Conduct additional research or analysis to address unanticipated health plan issues after final onsite meeting.

   h. In the event data is received later than scheduled but with no corresponding flexibility in deliverable due dates, use additional and more senior actuarial staff to ensure timeliness of deliverables, even if this means incurring increased staffing costs.
i. At the end of the period of performance, assist the new contractor as needed to ensure a smooth transition in actuarial support.

END OF SECTION 1
SECTION 2
SUBMISSION REQUIREMENT & EVALUATION CRITERIA

A. PROPOSAL SUBMITTALS

Responses to RFP # BC-21092-R are to consist of the following:

1. **Technical Proposal**: Submission of your firm’s technical proposal to the UMBC Box using the link provided.

2. **Price Proposal**: Submission of your firm’s price proposal to the UMBC Box using the link provided.

3. **Interview Session**: An interview session will be conducted with those firms who are shortlisted following the evaluation of technical proposals. It is anticipated that these sessions will be conducted on Wednesday, April 18, 2018 via videoconference or in person (preferred). All firms are to set this date aside to avoid conflicts. The proposed key personnel identified in the technical proposal must be available to attend the Interview Session.

B. TECHNICAL PROPOSAL REQUIREMENTS/ EVALUATION CRITERIA:

The following information must be furnished in the firm's Technical Proposal submittal. Failure to include any of the items listed below may disqualify a firm's response. Proposer should describe in detail and provide evidence supporting the qualifications below.

All Proposers are to compile their proposals in the order listed below and in response to this RFP.

1. **Statement of Approach**

The proposer is to provide a narrative describing how its proposed services will meet or exceed the requirements of the Scope of Work. The proposer is to provide a proposed approach that addresses specific methodologies and techniques to be used in complying with both Mandatory Requirements and Optional Services. A detailed implementation schedule is to be included that outlines both the steps and timeframe needed for the firm to become fully operational with respect to this work, as well as the work plan for fulfilling Scope of Work requirements during the first year of the contract term. Mechanisms for ensuring the efficient management of resources, the quality of all work, on-time completion of tasks and deliverables, and a productive working relationship with Hilltop staff is also to be discussed. The purpose of this narrative is not only to demonstrate the firm’s approach to the tasks, but also to display full comprehension of the services to be provided in the Scope of Work. This plan is be in sufficient detail to permit proper evaluation by the University.

An organizational chart for the project is also to be included.
2. **Proposer Qualifications & Capabilities**

2.1. **Firm Experience/References**

Proposers must submit information on prior experience in providing actuarial services to state Medicaid programs and other similar engagements. The firm must have a strong background in capitation rate setting including experience with the use of risk-adjusted payment methodologies. It is required that the successful proposer have previous experience working with risk adjustment methodologies and CMS’s actuarial requirements.

Complete an “Experience Form” (found in Appendix A) for three (3) locations/projects which are similar in size and scope to the University of Maryland, Baltimore County. Provide the dollar value of each contract. At least two of the three, and preferably all three, should be in an academic environment, or under contract with a government agency, and should be within the last three (3) years. The project submission shall include the following:
- Project Name and Location;
- Project Owner, Contact Person and Telephone Number;
- Project Start Date and Completion Date;
- Project Description/Scope of Services;
- Firm’s role on the project;
- Names of Key Personnel who were involved in the project and their assigned role;
- Similarities of the submitted project to the University’s project.

NOTE: For evaluation purposes, higher education is defined as an institution which awards Bachelor’s degree or higher (i.e. Masters Degrees, Ph.D., professional degrees, post-graduate degrees, etc.)

2.2. **Firm References**

Provide at least three (3) references (references may be inclusive of those from the experience list above).

3. **Key Personnel/References**

3.1. **Key Personnel**

The Proposer must submit information on the persons to be assigned to this account upon award. The information should clearly show the training and experience in capitation rate setting and risk adjustment methodologies in particular.
Complete the “**Key Personnel Form**” for the Primary Account Representative who will be assigned to this account. Information to be provided on this person includes
- Educational background;
- Employment background including positions held and durations
- Prior account experience including the role the person played on the accounts;
- Project references;
- Indicate the estimated percentage of time this person will commit to this account.

This person must be a direct employee of the firm, and would be the University's primary point of contact, and be the person with whom UMBC would directly work.

**NOTE: Personnel Commitment:** By submitting the names under this Key Personnel section, the Proposer is committing these individuals to UMBC for the tasks identified in this RFP, if awarded. No personnel change will be permitted without written authorization from UMBC.

**3.2. Key Personnel References**

- Provide three (3) references on the Primary Account Representatives in the space provided on the Key Personnel form.
- Such references are to be from different projects; that is, only one reference per project/location is allowed.
- The University reserves the right to verify all information given if it so chooses, as well as to check any other sources available.
- Please be sure that accurate information is provided and that the contact person is capable of speaking to about the key person’s capability in performing the services required. References will be held in the strictest of confidence.

UMBC reserves the right to verify all information given if it so chooses, as well as, to check any other sources available including any person or persons associated with the references. UMBC also reserves the right to request additional references or contact any known firm associated with the Proposer, as well as, itself even if not provided as a reference by the Proposer. References will be held in the strictest of confidence.

**4. Financial Stability of the Company**

Proposer shall demonstrate financial solvency and the financial ability of its organization to handle the requirements of this contract. Therefore, proposers are required to include (in the Technical Proposal) the Annual Reports or Financial Statements for the past three (3) years. This report/statement must have been prepared by an independent Certified Public Accountant.

**END OF SECTION 2**
SECTION 3
EVALUATION AND SELECTION PROCEDURES

A. EVALUATION OF PROPOSALS

1. Initial Technical Evaluation: Firms’ technical proposals will be evaluated based on the technical criteria and firms will be short-listed accordingly and requested to conduct an interview session with the University.

2. Second Phase Technical Evaluation: Upon completion of the interview sessions, a second phase technical evaluation will be conducted based on these sessions and with a second short-listing of firms.

3. Price Evaluation: Price Proposals will not be opened publicly. Price Proposals will be evaluated based on the total price for this contract.

4. Final Evaluation: Based on the technical and price evaluation, a firm will be selected for this contract who is determined to be the most advantageous to UMBC. UMBC reserves the right to engage in negotiations with this firm prior to formally awarding this contract.

   Minor irregularities in proposals, which are immaterial or inconsequential in nature, may be waived whenever it is determined to be in UMBC’s best interest.

B. BEST AND FINAL OFFERS

When in the best interest of UMBC, the Procurement Officer may permit qualified Proposers to revise their proposals by submitting "Best and Final" offers. However, UMBC has the right to accept the best proposal as submitted, without discussion or negotiation, and may do so. Proposers should therefore not rely on having a chance to discuss, negotiate and adjust their proposals.

END OF SECTION 3
SECTION 4
GENERAL INFORMATION FOR PROPOSERS

A. ISSUING OFFICE/POINT OF CONTACT. The sole point of contact at UMBC for purposes of this procurement is the Procurement Officer noted below.

Mallela Ralliford
University of Maryland Baltimore County
Department of Procurement & Strategic Sourcing
Administration Building, 7th Floor
1000 Hilltop Circle
Baltimore, MD 21250
Telephone: (410) 455-2071
Email: MRalliford@umbc.edu

Only the information communicated by the Procurement Officer shall be deemed the official position of the University; no other University employee, official, or representative has authority to respond to questions or change the requirements of this solicitation. Attempts by a Proposer to circumvent this procedure in any manner may be grounds for disqualification, at the Procurement Officer’s sole discretion. This procurement is excluded from the USM Procurement Policies & Procedures; however, the award may require the approval of the University System of Maryland (USM) Board of Regents prior to full execution of the contract.

B. Pre-Proposal Meeting/Site Visit:

A Pre-Proposal Meeting will not be held in conjunction with this procurement.

C. Questions and Inquiries: Proposers shall submit questions in writing to the Procurement Officer during the course of this procurement via email. The deadline for questions is Thursday, 3/08/18, by 5:00 p.m. Questions submitted after the deadline will be considered, at the discretion of the Procurement Officer based on the best interests of the University.

Addenda, if required, to respond to questions will be furnished to all potential Proposers who have received the RFP.

D. Proposal Due Date

**Technical Proposal Due Date/Time.** Each firm is to submit its technical proposal to the UMBC Box at TechPro.trme4d74o8nde05q@u.box.com by or before 5:00 p.m. EST, Thursday, March 22, 2018.

**Price Proposal Due Date/Time:** Each firm is to submit its price proposal to the UMBC Box at PricePr.cyhibs21xrz61t0n@u.box.com no later than by or before 5:00 p.m. EST, Monday, April 30, 2018.
Proposals must be received as indicated on the cover sheet of this solicitation document. Late proposals, late requests for modification, or late requests for withdrawal will be considered, at the discretion of the Procurement Officer based on the best interests of the University.

E. **Duration of Proposal Offer**

Proposals submitted in response to this RFP are irrevocable for 120 days following the closing date for proposals or, if requested, the due date for best and final proposals. This period may be extended by mutual written agreement between the Proposer and the University.

F. **MBE Notice**

Minority business enterprises are encouraged to respond to this solicitation.

G. **Addenda to the RFP**

The University reserves the right to amend this solicitation at any time prior to the proposal due date. If it becomes necessary to amend any part of this solicitation, the Procurement Officer will furnish addenda to all prospective Proposers known to the University to have received a copy of the RFP.

H. **Pre-Proposal Modification or Withdrawal of Offers**

Proposals may be modified or withdrawn by written notice received at the Issuing Office at any time before the proposal due date and time without the approval of the Procurement Officer.

I. **Cancellation of Solicitation/Rejection of All Proposals**

The University reserves the right to cancel this solicitation, to accept or reject any or all proposals, in whole or in part, received in response to this solicitation, and to waive or permit cure of irregularities in the best interest of the University as determined by the Procurement Officer.

J. **Discussions**

The University reserves the right to conduct discussions with any qualified or potentially qualified Proposers, in any matter necessary to serve its best interests. The University also reserves the right to award a contract based upon written proposals received, without discussions or negotiations.

K. **Incurred Expenses**

The University assumes no responsibility for expenses incurred by Proposer in preparing and submitting a proposal, making an oral presentation, or participating in discussions or any other activity in response to this solicitation.
L. **Arrearages**

By submitting a response to this solicitation, Proposer represents that it is not in arrears in the payment of any obligation due and owing the State of Maryland, including the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of the contract if selected for award.

M. **Verification of Registration and Tax Payment**

Each prospective Proposer is to ensure that it is appropriately registered to do business in the State of Maryland, and in good standing with respect to taxes, personal property returns, unemployment insurance, etc., before the closing date. Failure to complete registration with the State Department of Assessments and Taxation (SDAT) may disqualify an otherwise successful Proposer from recommendation for contract award.

N. **Economy of Preparation**

Proposals should be prepared simply and economically, providing a straightforward, concise description of the Proposer's ability to fulfill the requirements of this solicitation.

O. **Public Information Act Notice**

Proposers should give specific attention to the identification of those portions of their responses that they deem to be confidential, proprietary information or trade secrets, and provide any justification why such materials, upon request, should not be disclosed by the University pursuant to the Public Information Act, General Provisions Article, Title 4 of the Annotated Code of Maryland.

P. **Execution of Proposals**

Proposals shall be typewritten or written legibly in ink, and signed in ink as follows, depending on the Proposer's form of business organization:

1. **Sole Proprietorship.** Proprietor shall sign full name, with address.

2. **Partnership and Joint Venture.** Submit the proposal in the name of the partnership or joint venture. Clearly state the partnership name and the identity of each general partner, and execute all affidavits and certificates on behalf of the partnership, or on behalf of each general partner. No provision of any agreement among partners will be binding on the University unless it is disclosed in the Proposer’s proposal. Reasonable evidence satisfactory to the University of the authority of one partner to bind other purported partners is required. It is recommended that the proposal contain a copy of the partnership agreement, if one exists. If no partnership agreement exists, and if the number of general partners is reasonably small, each general partner should execute all required documents included in the proposal. At the University's option, all general partners may be required to sign the proposal. Failure to present the University with satisfactory information concerning a purported partnership or joint venture may be grounds for finding a proposal unacceptable.
3. **Corporation.** An officer or authorized agent of the corporation shall sign with full name, indicate title, and include the name and address of the corporation. In the case of an authorized agent, enclose a letter from an officer of the corporation authorizing said individual to act on behalf of the corporation.

**Q. Discrepancies, Explanations and Clarifications**

Should Proposer find discrepancies in the specifications or other provisions included in this solicitation, or be in doubt as to the meaning or intent of any section or subsection herein, Proposer shall request clarification from the Procurement Officer. Failure to request clarification prior to the due date shall be a waiver of any claim by the Proposer for expenses made necessary by reason of later interpretation of the contract documents, and Proposer shall be bound to the University's interpretation. Request clarifications in accordance with the instructions above under “C”.

**R. Order of Precedence**

The contract to be entered into as a result of the solicitation ("Contract") will consist of the following Contract Documents, listed in their order of precedence:

1. The contract issued by the University and executed by both parties.
2. The solicitation, including all attachments; and
3. Proposer’s technical and financial proposals.

No modifications to this order of precedence will be accepted. Proposers who propose terms and conditions inconsistent with the requirements of the solicitation must state those terms and conditions in the Technical Proposal. Mutually agreeable modifications of the solicitation provisions, if allowed by law, will be documented by express identification in the final contract as superseding the pertinent provisions of the solicitation.

**S. Proposer Responsibilities**

The successful Proposer shall be responsible for all products and services required by this RFP. Subcontractors, if any, must be identified and a complete description of their role relative to the project must be identified.

**T. Contract Form**

The contract to be executed by the awarded firm is include in Appendix B.

By submitting a proposal, Proposer is deemed to have accepted the terms of this solicitation including all attachments. All exceptions must be clearly identified in the Proposer’s technical proposal; a proposal that takes exception to the terms of the RFP may be rejected.

**U. Payment to the Contractor; Taxes**

Payment is governed by Title 15, Subtitle 1 of the State Finance and Procurement Article, Annotated Code of Maryland. The State of Maryland is exempt from Maryland Retail Sales Tax and Federal Excise Tax.
V. Press Releases

The successful Proposer shall issue no press release to any publication, including newspapers, with regard to work being conducted under this contract without the approval of the Procurement Officer.

W. Vendor Electronic Funds Transfer Registration

Contractors are required to complete a COT/GAD Form X-10, Vendor Electronic Funds Transfer (EFT) Registration Request Form, for each new contract with a value greater than $200,000. Vendors must register for EFT by submitting a completed COT/GAD Form X-10 to the Comptroller’s General Accounting Division (GAD) or request an exemption from GAD. The revised form is on the Comptroller’s Web site at http://compnet.comp.state.md.us/General_Accounting_Division/Vendors/Electronic_Funds_Transfer/default.shtml. The form will be provided to the successful firm as part of the contract process.

X. Non-Visual Access

The proposer warrants that the information technology offered under this bid or proposal (1) provides equivalent access for effective use by both visual and nonvisual means; (2) will present information, including prompts used for interactive communications, in formats intended for both visual and nonvisual use; (3) if intended for use in a network, can be integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired; and (4) is available, whenever possible, without modification for compatibility with software and hardware for nonvisual access. The bidder or proposer further warrants that the costs, if any, of modifying the information technology for compatibility with software and hardware used for nonvisual access will not increase the cost of the information technology by more than 5 percent.

For purposes of this section, the phrase “equivalent access” means that the ability to receive, use and manipulate information and operate controls necessary to access and use information technology by nonvisual means. Examples of equivalent access include keyboard controls used for input and synthesized speech, Braille, or other audible or tactile means used for output.

Y. Parking

All vehicles parked on UMBC property must strictly observe University parking regulations. See http://parking.umbc.edu/parking-regulations/ for full details. **NOTE:** Costs associated with parking fees are to be included in the Proposer’s financial proposal.

Z. Smoking

Smoking, defined as the burning of tobacco or any other material in any type of smoking equipment, including but not restricted to cigarettes, cigars or pipes, is prohibited on all property owned, leased or operated by the University. See UMBC’s smoking policy at http://www.umbc.edu/policies/pdfs/UMBC%20SMOKING%20POLICY%20%2001March2016.pdf for details.
AA. Anti-Bribery: The Contractor warrants that neither it nor any of its officer, directors, or partners nor any of its employees who are directly involved in obtaining or performing contracts with any public body has been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or of the federal government or has engaged in conduct since July 1, 1977, which would constitute bribery, attempted bribery, or conspiracy to bribe under the laws of any state or the federal government.

BB. Compliance with Laws: The Contractor hereby represents and warrants that:

a) It is qualified to do business in the State of Maryland (whether a domestic business or a foreign corporation subject to registration under the Corporations and Associations Article of the Maryland Annotated Code) and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;

b) It is not in arrears with respect to the payment of any moneys due and owing the State of Maryland, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract;

c) It shall comply with all federal, State, and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract, including but not necessarily limited to: Maryland Building Codes, Americans with Disabilities Act, and the Maryland Occupational Safety and Health Act and related regulations; and

d) It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

CC. Insurance Requirements.

a) The Contractor shall defend, indemnify and save harmless the State of Maryland, the University System of Maryland, the [Institution] and each of their officers, employees and agents, from any and all claims, liability, losses and causes of actions which may arise out of the performance by the Contractor, employees or agents, of the work covered by this Contract.

b) The Contractor shall secure, pay the premiums for, and keep in force until the expirations of this Contract, and any renewal thereof, adequate insurance as provided below, such insurance to specifically include liability assumed by the Contractor under this Contract.

i. Commercial General Liability Insurance including all extensions-
   $2,000,000 each occurrence;
   $2,000,000 personal injury;
   $2,000,000 products/completed operations;
   $2,000,000 general aggregated

ii. Workmen’s Compensation Insurance and Unemployment Insurance as required by the laws of the State of Maryland.
c) All policies for liability protection, bodily injury or property damage must specifically name or its face, the State of Maryland, the University System of Maryland, and UMBC as an additionally named insured as respects to operations under the contract and premises occupied by the Contractor provided, however, with respect to the Contractor’s liability for bodily injury or property damage, such insurance shall cover and not exclude Contractor’s liability for injury to the property of the University System and to the persons or property of employees, students, faculty members, agents, officers, regents, invitees or guests of the University System.

d) Each insurance policy shall contain the following endorsements: “It is understood and agreed that the Insurance Company shall notify in writing Procurement Officer forty-five (45) days in advance of the effective date of any reduction in or cancellation of this policy.” A certificate of each policy of insurance shall be furnished to the Procurement Officer. With the exception of Workmen’s Compensation, upon the request of the Procurement Officer a certified true copy of each policy of insurance, including the above endorsement manually countersigned by an authorized representative of the insurance company, shall be furnished to the Procurement Officer. A certificate of insurance for Workmen’s Compensation together with a properly executed endorsement for cancellation notice shall also be furnished. Following the notice of Contract award, the requested Certificates and Policies shall be delivered as directed by the Procurement Officer. Notices of policy changes shall be furnished to the Procurement Officer. All required insurance coverages must be acquired from insurers allowed to do business in the State of Maryland and acceptable to the University. The insurers must have a policyholders’ rating of “A-” or better, and a financial size of “Class VII” or better in the latest edition of Best’s Insurance Reports.

DD. Delays and Extensions of Time
The Contractor agrees to prosecute the work continuously and diligently and no charges or claims for damages shall be made by it for any delays or hindrances from any cause whatsoever during the progress of any portion of the work specified in this Contract.

Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of another Contractor in the performance of a contract with the State, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either the Contractor or the subcontractors or suppliers.

EE. Disputes:
Pending resolution of a claim, the Contractor shall proceed diligently with the performance of the contract in accordance with the procurement officer's decision.

FF. Drug and Alcohol Free Workplace: The contractor warrants that the contractor shall comply with COMAR 21.11.08 Drug and Alcohol Free Workplace, and that the contractor shall remain in compliance throughout the Term.

GG. Indemnification: The University shall not assume any obligation to indemnify, hold harmless, or pay attorneys' fees that may arise from or in any way be associated with the performance or operation of this agreement.
HH. Intellectual Property: Contractor agrees to indemnify and save harmless the University, its officers, agents and employees with respect to any claim, action, costs, or judgment for patent infringement, or trademark or copyright violation arising out of purchase of use of materials, supplies, equipment or services covered by this Contract.

II. Mandated Contractor Reporting of Suspected Child Abuse and Neglect: Maryland law contains mandatory reporting requirements for all individuals who suspect child abuse or neglect. Contractors performing work on campus also must comply with USM Board of Regents (BOR) VI-1.50 – Policy on the Reporting of Suspected Child Abuse & Neglect, as well as the University Procedures for Reporting Suspected Child Abuse and Neglect. The above-referenced USM/University Policy and Procedures are available in full at the following link: http://www.usmh.usmd.edu/regents/bylaws/SectionVI/ and http://humanrelations.umbc.edu/child-protection/ and are incorporated herein. The University reserves the right to terminate the contract if Contractor fails to comply with the above-referenced policy or procedures, or if, in the judgment of the University, termination is necessary to protect the safety and welfare of children who come into contact with the University community.

JJ. Maryland Law Prevails: This solicitation shall be construed, interpreted, and enforced according to the laws of the State of Maryland.

KK. Modifications and Amendments: This Contract may be amended with the consent of both parties. Amendments may not change significantly the scope of the Contract.

LL. Non-Discrimination in Employment: The Contractor agrees:

1. Not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, gender, pregnancy, sexual orientation, gender identity or expression, marital status, national origin, veteran’s status, ancestry, genetic information or any otherwise unlawful use of characteristics, or disability of a qualified individual with a physical or mental disability unrelated in nature and extent so as to reasonably preclude the performance of the employment, or the individual’s refusal to submit to a genetic test or make available the results of a genetic test;

2. To include a provision similar to that contained in subsection (a) above in any underlying subcontract except a subcontract for standard commercial supplies or raw materials; and

3. To post and cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

MM. Non-Hiring of Officials and Employees: No official or employee of the State, as defined under General Provisions Article § 5-502 whose duties as such official or employee include matters relating to or affecting the subject matter of this contract shall, during the pendency or term of this contract and while serving as an official or employee of the State, become or be an employee of the contractor or any entity that is a subcontractor on this contract.
NN. **Ownership of Documents and Materials:** The Contractor agrees that all documents and materials including, but not limited to, reports, drawings, studies, specifications, estimates, maps, photographs, designs, graphics, mechanical, artwork, and computations prepared by or for it under the terms of the contract shall at any time during the performance of the services be made available to the University upon request by the University and shall become and remain the exclusive property of the University upon termination or completion of the services. The University shall have the right to use same without restriction or limitation and without compensation to the Contractor other than that provided by the contract. The University shall be the owner for purposes of copyright, patent or trademark registration.

Upon expiration or termination of this Agreement, Contractor will return all University property in a usable format (format to be determined at the time of expiration or termination) within a reasonable time, but no later than ninety (90) days following the expiration or termination of the Agreement.

OO. **Political Contribution Disclosure:** The Contractor shall comply with Election Law Article Title 14 Annotated Code of Maryland, which requires that every person that enters into a procurement contract with the State, a county, or a municipal corporation or other political subdivision of the State, during a calendar year in which the person receives a contract with a governmental entity in the amount of $200,000 or more, shall file with the State Board of Elections statements disclosing (a) any contributions made during the reporting period to a candidate for elective office in any primary or general election; and (b) the name of each candidate to whom one or more contribution in a cumulative amount of $500 or more were made during the reporting period. The statement shall be filed with the State Board of Elections (a) before execution of a contract by the State (or University), a county, a municipal corporation or other political subdivision of the State, and shall cover the 24 months prior to when a contract was awarded; and (b) if the contribution is made after the execution of a contract, then twice a year, throughout the contract term, on or before (i) May 31, to cover the six (6) month period ending April 30; and (ii) November 30 to cover the six (6) month period ending October 31. Additional information is available on the State Board of Elections website: [http://www.elections.state.md.us/campaign_finance/index.html](http://www.elections.state.md.us/campaign_finance/index.html)

PP. **Responsibility for Claims and Liability:** The Contractor shall be responsible for all damage to life and property due to its activities or those of its agents or employees, in connection with the services required under the contract. Further, it is expressly understood that the Contractor shall indemnify and save harmless the University, its officers, agents, and employees from and against all claims, suits, judgments, expenses, actions, damages and costs of every name and description, including reasonable attorney’s fees and litigation expenses arising out of or resulting from the negligent performance of the services of the Contractor under the contract.

QQ. **Retention of Records:** The Contractor shall retain and maintain all records and documents relating to this Contract for three years after final payment by the State hereunder or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the State, including the procurement officer or designee, at all reasonable times.

RR. **Specifications:** All materials, equipment, supplies or services shall conform to federal and State laws and regulations and to the specifications contained in the solicitation.
SS. Subcontracting or Assignment: The benefits and obligations hereunder shall take effect and be binding upon the parties hereto and neither the contract nor the services to be performed thereunder shall be subcontracted, or assigned or otherwise disposed of, either in whole or in part, except with the prior written consent of the University.

TT. Suspension of Work: The procurement officer unilaterally may order the Contractor in writing to suspend, delay, or interrupt all or any part of the work for such period of time as he may determine to be appropriate for the convenience of the University.

UU. Termination for Default:
If the Contractor fails to fulfill its obligation under this contract properly and on time, or otherwise violates any provision of the contract, the University may terminate the contract by written notice to the Contractor. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the Contractor shall, at the University's option, become the University's property. The University shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the University can affirmatively collect damages. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of USM Procurement Policies and Procedures.

VV. Termination for Convenience: The performance of work under this contract may be terminated by the University in accordance with this clause in whole, or from time to time in part, whenever the University shall determine that such termination is in the best interest of the University. The University will pay all reasonable costs associated with this contract that the Contractor has incurred up to the date of termination and all reasonable costs associated with termination of the Contract. However, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.12A(2). As used in this section, State shall mean the State of Maryland and the University.

WW. FERPA The Parties agree to maintain the privacy and security of personally identifiable educational records and health information and to prevent disclosure in compliance with Federal laws.

XX. Software Contracts

1. As specifically provided by § 21-104, Commercial Law Article, Annotated Code of Maryland, the parties agree that this contract shall not be governed by the Uniform Computer Information Transactions Act (UCITA), Title 21 of the Commercial Law Article of the Annotated Code of Maryland, as amended from time to time. This contract shall be governed by the common law of Maryland relating to written agreements, as well as other statutory provisions, other than UCITA, which may apply, and shall be interpreted and enforced as if UCITA had never been adopted in Maryland.
2. Contractor agrees that as delivered to buyer, the software does not contain any program code, virus, worm, trap door, back door, timer or clock that would erase data or programming or otherwise cause the software to become inoperable, inaccessible, or incapable of being used in accordance with its user manuals, either automatically upon the occurrence of selected conditions, or manually on command of Contractor.

YY. Piggyback Clause

UMBC is a member of the University System of Maryland (USM) and as such, UMBC reserves the right to extend the terms, conditions, and prices of this contract to other institutions of the USM should any of those institutions express an interest in participating in any contract that results from this solicitation for a period of up to one (1) year after UMBC makes its award. Furthermore, on occasion, other State education institutions may desire to take advantage of this contract. Each of the piggyback institutions will issue their own purchasing documents. UMBC assumes no obligation on behalf of the piggyback institutions. Proposers must set forth their willingness and ability to extend this contract and the terms, conditions and prices stated herein to these other institutions.

END OF SECTION 4
APPENDIX A

PROPOSAL FORMS

- TECHNICAL PROPOSAL FORMS
  - Company Profile Form
  - Firm Experience Form
  - Key Personnel Form/References
  - Acknowledgement of Receipt of Addenda Form

- PRICE PROPOSAL FORM
UMBC ACTUARIAL SERVICES
RFP # BC-21092-R - COMPANY PROFILE FORM

COMPANY NAME: _______________________________________________________________

MAILING ADDRESS ________________________________________________________________

CITY: __________________________ STATE: ________ ZIP CODE: ________________

DATE OF INCORPORATION: ______________ STATE OF INCORPORATION: ___________

# OF YEARS IN BUSINESS: ____________ *NUMBER OF EMPLOYEES: ________________

OTHER OR FORMER NAMES UNDER WHICH YOUR ORGANIZATION HAS OPERATED:
____________________________________________________________________________

NAMES OF PRINCIPAL(S) AND TITLE(S):
________________________________________________
________________________________________________
________________________________________________

LOCATION OF OFFICE THAT WILL PROVIDE SERVICES TO UMBC AND NUMBER OF
EMPLOYEES AT THAT LOCATION (if different from above):

MAILING ADDRESS: ______________________________________________________________

CITY: __________________________ STATE: ________ ZIP CODE: ______________

TELEPHONE NUMBER: __________________________ *NUMBER OF EMPLOYEES________

*Role/Title Number
__________________________________________________________
__________________________________________________________
__________________________________________________________
__________________________________________________________

TYPE(S) OF SERVICES YOUR COMPANY PROVIDES:
____________________________________________________________________________
____________________________________________________________________________
____________________________________________________________________________
COMPANY PROFILE FORM
Page 2 of 2

PROPOSER: ______________________________________________________

COMPANY HISTORY (Provide a narrative on the history of the company, and the number of years providing similar services to the UMBC contract. A separate sheet may be attached and referenced below):

__________________________________________________________________________________
__________________________________________________________________________________
__________________________________________________________________________________
__________________________________________________________________________________

ANNUAL SALES VOLUME*

<table>
<thead>
<tr>
<th>YEAR</th>
<th>ANNUAL SALES VOLUME</th>
</tr>
</thead>
<tbody>
<tr>
<td>2017</td>
<td></td>
</tr>
<tr>
<td>2016</td>
<td></td>
</tr>
<tr>
<td>2015</td>
<td></td>
</tr>
</tbody>
</table>

Is the proposing firm the local office of a parent company or subsidiary? Yes _____  No ________

*If yes, please verify below that the above figures reflect the sales data for the local office that will manage this contract, not the parent company:

____________________________________________________________________________________
____________________________________________________________________________________
____________________________________________________________________________________

Provide an organization chart of company including the headquarters, regional offices and subsidiaries, (if applicable) and any local branch office that would serve the University. Identify the names and titles of headquarters personnel who would be supervising this work, if applicable. The organization chart must be included in the Technical Proposal.

END OF COMPANY PROFILE FORM
1. PERSON'S NAME: ___________________ PROPOSER: ____________________

2. POSITION TO BE ASSIGNED:
   ___ Principal Consultant   ___ Other ___________________________

3. EDUCATIONAL BACKGROUND:

<table>
<thead>
<tr>
<th>Association/Institution</th>
<th>License/Certification/Degree</th>
<th>Date Earned (Month/Year)</th>
</tr>
</thead>
<tbody>
<tr>
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<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

4. EMPLOYMENT HISTORY: If the person has more than 3 employers, please attach additional pages to this form and indicate on this form to "See Attached Pages".

4.1 CURRENT EMPLOYER'S NAME: _____________________________________________
   DATES OF EMPLOYMENT: ________________________________________________
   POSITION(S) HELD: _________________________________________________
   DURATION BY MONTH/YEAR: __________________________________________

4.2 PRIOR EMPLOYER'S NAME: _____________________________________________
   DATES OF EMPLOYMENT: ______________________________________________
   POSITION(S) HELD: _________________________________________________
   DURATION BY MONTH/YEAR: __________________________________________

4.3 PRIOR EMPLOYER'S NAME: _____________________________________________
   DATES OF EMPLOYMENT: ______________________________________________
   POSITION HELD: ___________________________________________________
   DURATION BY MONTH/YEAR: __________________________________________
APPENDIX A
KEY PERSONNEL FORM – RFP # BC-21092-R
Page 2 of 3

PERSON'S NAME: ___________________ PROPOSER: ___________________

5. CONTRACT EXPERIENCE/REFERENCES:

5.1 CONTACT PERSON: ___________________ TELEPHONE #: _______________
COMPANY NAME: _______________________________________________________
CONTRACT PERIOD (MONTH/YEAR): START: _______________ END: ______________
POSITION: ___________________________________

DESCRIPTION OF SERVICES PROVIDED (IF THE SAME AS THE UMBC REQUESTED SERVICES, JUST INDICATE THIS):
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

5.2 CONTACT PERSON: ___________________ TELEPHONE #: _______________
COMPANY NAME: _______________________________________________________
CONTRACT PERIOD (MONTH/YEAR): START: _______________ END: ______________
POSITION: ___________________________________

DESCRIPTION OF SERVICES PROVIDED (IF THE SAME AS THE UMBC REQUESTED SERVICES, JUST INDICATE THIS):
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
APPENDIX A
KEY PERSONNEL FORM – RFP # BC-21092-R
Page 3 of 3

PERSON'S NAME: _____________________ PROPOSER: ________________________

5.3 CONTACT PERSON: _____________________ TELEPHONE #: _________________

COMPANY NAME: __________________________________________________________

CONTRACT PERIOD (MONTH/YEAR): START: _______________ END: ______________

POSITION: _____________________________________

DESCRIPTION OF SERVICES PROVIDED (IF THE SAME AS THE UMBC REQUESTED
SERVICES, JUST INDICATE THIS): ____________________________________________

____________________________________________________________________________
____________________________________________________________________________
____________________________________________________________________________

END OF KEY PERSONNEL FORM
Note: A separate form is to be completed and submitted for each of the requested three (3) contracts. At least one of the three should be in an academic environment or under a contract with a government agency, and all three should be within the last three (3) years.

Proposer: __________________________________________________________________________

Project Name: ______________________________________________________________________

Company/Institution Name: ___________________________________________________________

Contact Person’s Name: _____________________Title:____________________________________

Contact Phone Number:___________________Email Address:_______________________________

1. Description of Services Performed:
____________________________________________________________________________
____________________________________________________________________________
____________________________________________________________________________

2. Dates services provided: (Contract start date and contract completion date):
____________________________________________________________________________

3. Contract/Fee Dollar Value: $__________________________________________________
(If this information is confidential, please indicate a dollar range such as “between $_______ and $_________”).

4. Proposing Firm’s role on this project/contract: ______________________________________
____________________________________________________________________________
____________________________________________________________________________

5. Project Setting (i.e. University, etc.): ______________________________________________

6. Name of key personnel who were assigned and their role (inclusive of proposed principal consultant if applicable):

<table>
<thead>
<tr>
<th>Person’s Name</th>
<th>Role on the project</th>
</tr>
</thead>
<tbody>
<tr>
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<td></td>
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</tbody>
</table>

7. Similarities to the UMBC Engagement: ___________________________________________
____________________________________________________________________________
____________________________________________________________________________
____________________________________________________________________________
RFP NO.: BC-21092-R
PROPOSAL DUE: MONDAY, APRIL 30, 2018 BY OR BEFORE 5 P.M. EST
REQUEST FOR PROPOSAL: UMBC ACTUARIAL SERVICES

NAME OF PROPOSER: ________________________________

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

The undersigned, hereby acknowledges the receipt of the following addenda:

Addendum No. ___ dated _________
Addendum No. ___ dated _________
Addendum No. ___ dated _________

As stated in the solicitation documents, this form is included in our Technical Proposal.

________________________________________
Signature

________________________________________
Printed Name

________________________________________
Title

________________________________________
Date

END OF FORM
BID/PROPOSAL AFFIDAVIT

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT: I am the (title) _____________________________ and the duly authorized representative of (business) _____________________________ and that I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

B. NOT USED

B-1. CERTIFICATION REGARDING MINORITY BUSINESS ENTERPRISES (applicable if an MBE goal is set)

The undersigned bidder or offeror hereby certifies and agrees that it has fully complied with the State Minority Business Enterprise Law, State Finance and Procurement Article, §14-605, Annotated Code of Maryland, which provides that a person may not:

1. Knowingly and with intent to defraud, fraudulently obtain, attempt to obtain, or aid another person in fraudulently obtaining or attempting to obtain public money, procurement contracts, or funds expended under a procurement contract to which the person is not entitled under this title;

2. Fail to notify the certified minority business enterprise before execution of the contract of its inclusion in the bid or proposal;

3. Fail to use the certified minority business enterprise in the performance of the contract; or

4. Pay the certified minority business enterprise solely for the use of its name in the bid or proposal.

Without limiting any other provision of the solicitation on this project, it is understood that if the certification is false, such false certification constitutes grounds for the State to reject the bid submitted by the bidder on this project, and terminate any contract awarded based on the bid.

B-2. CERTIFICATION REGARDING VETERAN-OWNED SMALL BUSINESS ENTERPRISES (if applicable to the solicitation)

The undersigned bidder or offeror hereby certifies and agrees that it has fully complied with the State veteran-owned small business enterprise law, State Finance and Procurement Article, §14-308(a)(2), Annotated Code of Maryland, which provides that a person may not:

1. Knowingly and with intent to defraud, fraudulently obtain, attempt to obtain, or aid another person in fraudulently obtaining or attempting to obtain public money, procurement contracts, or funds expended under a procurement contract to which the person is not entitled under this title;

2. Knowingly and with intent to defraud, fraudulently represent participation of a veteran-owned small business enterprise in order to obtain or retain a bid preference or a procurement contract;

3. Willfully and knowingly make or subscribe to any statement, declaration, or other document that is fraudulent or false as to any material matter, whether or not that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;

4. Willfully and knowingly aid, assist in, procure, counsel, or advise the preparation or presentation of a declaration, statement, or other document that is fraudulent or false as to any material matter, regardless of whether that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;

5. Willfully and knowingly fail to file any declaration or notice with the unit that is required by COMAR 21.11.12; or

6. Establish, knowingly aid in the establishment of, or exercise control over a business found to have violated a provision of §2-2(1)—(5) of this regulation.

C. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT: Neither I, nor to the best of my knowledge, information, and belief, the above business (as is defined in Section 16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business’s contracting activities including obtaining or performing contracts with public bodies has been convicted of, or has had probation before judgment imposed pursuant to Criminal Procedure Article §6-220, Annotated Code of Maryland, or has pleaded nolo contendere to a charge of bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, except as follows (indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):

D. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT: Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business’s contracting activities including obtaining or performing contracts with public bodies, has:

1. Been convicted under state or federal statute of a criminal offense incident to obtaining or attempting to obtain, or performing a public or private contract, fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property.
(2) Been convicted of any criminal violation of a state or federal antitrust statute;

(3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organizations Act, 18 U.S.C. §1961, et seq., or the Mail Fraud Act, 18 U.S.C. §1341 et seq., for acts arising out of the submission of bids or proposals for a public or private contract;

(4) Been convicted of a violation of the State Minority Business Enterprise Law, Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;

(5) Been convicted of a violation of §11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;

(6) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsection (1), (2), (3), (4) or (5), above;

(7) Been found civilly liable under a state or federal antitrust statutes for acts or omissions in connection with the submission of bids or proposals for a public or private contract;

(8) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described above, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):
_________________________________________________________________________________________________________
_________________________________________________________________________________________________________

E. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT: Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business’s contracting activities, including obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except as follows (list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the name(s) of the person(s) involved and their current positions and responsibilities with the business, the grounds of the debarment or suspension, and the details of each person’s involvement in any activity that formed the grounds of the debarment or suspension):
_________________________________________________________________________________________________________
_________________________________________________________________________________________________________

F. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

(1) The business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and

(2) The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows (you must indicate the reasons why the affirmations cannot be given without qualification):
_________________________________________________________________________________________________________
_________________________________________________________________________________________________________

G. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT: Neither I, nor to the best of my knowledge, information, and belief, the above business, has knowingly entered into a contract with a public body under which a person debarred or suspended under Title 16 of the State Finance and Procurement Article of the Annotated code of Maryland will provide, directly or indirectly, supplies, services, architectural services, construction-related services, leases of real property, or construction.

H. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT: Neither I, nor to the best of my knowledge, information, and belief, the above business, has:

(1) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or offer that is being submitted;
(2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the bidder or offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted.

I. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT: I am aware of, and the above business will comply with the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which require that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate $100,000 or more shall, within 30 days of the time when the aggregate value of these contracts, leases or other agreements reaches $100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

J. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT: I am aware of and that the above business will comply with, Election Law Article, §§14-101 – 14-108, Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State of Maryland, including its agencies or a political subdivision of the State, during a calendar year in which the person receives in the aggregate $100,000 or more shall file with the State Board of Elections a statement disclosing contributions in excess of $500 made during the reporting period to a candidate for elective office in any primary or general election.

K. DRUG AND ALCOHOL-FREE WORKPLACE

(Applicable to all contracts unless the contract is for a law enforcement agency and the agency head or the agency head’s designee has determined that application of COMAR 21.11.08 and this certification would be inappropriate in connection with the law enforcement agency’s undercover operations.)

I CERTIFY THAT:

(1) Terms defined in COMAR 21.11.08 shall have the same meaning when used in this certification.

(2) By submission of its bid or offer, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:

(a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;

(b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business’ workplace and specifying the actions that will be taken against employees for violation of these prohibitions;

(c) Prohibit its employees from working under the influence of drugs and alcohol;

(d) Not hire or assign to work on the contract anyone whom the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;

(e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;

(f) Establish drug and alcohol abuse awareness programs to inform its employees about:

(i) The dangers of drug and alcohol abuse in the workplace,

(ii) The business’ policy of maintaining a drug and alcohol-free workplace,

(iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;

(g) Provide all employees engaged in the performance of the contract with a copy of the statement required by K(2)(b), above;

(h) Notify its employees in the statement required by §K(2)(b) above, that as a condition of continued employment on the contract, the employee shall:

(i) Abide by the terms of the statement, and

(ii) Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than five (5) days after a conviction;
(i) Notify the procurement officer within 10 days after receiving notice under §K(2)(h)(ii), above, or otherwise receiving actual notice of a conviction;

(j) Within 30 days after receiving notice under §K(2)(h)(ii), above, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:

   (i) Take appropriate personnel action against an employee, up to and including termination, or

   (ii) Require an employee to satisfactorily participate in a *bona fide* drug or alcohol abuse assistance or rehabilitation program; and,

(k) Make a good faith effort to maintain a drug and alcohol-free workplace through implementation of §K(2)(a)-(j), above.

(3) If the business is an individual, the individual shall certify and agree, as set forth in K(4), below, that the individual shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of drugs or the abuse of drugs or alcohol in the performance of the contract.

(4) I acknowledge and agree that:

   (a) The award of contract is conditional upon compliance with COMAR 21.11.08 and this certification;

   (b) The violation of the provisions of COMAR 21.11.08 or this certification shall be cause to suspend payments under, or terminate the contract for default under COMAR 21.07.01.11 or 21.07.03.15, as applicable; and

   (c) The violation of the provisions of COMAR 21.11.08 or this certification in connection with the contract may, in the exercise of the discretion of the Board of Public Works, result in suspension and debarment of the business under COMAR 21.08.03.

L. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

(1) The business named above is a (domestic)(foreign) [check one] corporation registered in accordance with the Corporations and Associations Article, Annotated Code of Maryland, and that it is in good standing and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and address of its resident agent filed with the State Department of Assessments and Taxation is:

Name: __________________________________________________________

Address: ______________________________________________________________________

(If not applicable, so state.)

(2) Except as validly contested, the business has paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Employment Security Administration, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

M. CONTINGENT FEES

I FURTHER AFFIRM THAT: The business has not employed or retained any person, partnership, corporation, or other entity, other than a *bona fide* employee or agent working for the business, to solicit or secure the Contract, and that the business has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a *bona fide* employee or agent, any fee or any other consideration contingent on the making of the Contract.

N. CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

(1) "Conflict of interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the State, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.

(2) "Person" has the meaning stated in COMAR 21.01.02.01B(64) and includes a bidder, offeror, contractor, consultant, or subcontractor or subconsultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a bid or offer is made.

(3) The bidder or offeror warrants that, except as disclosed in §(4), below, there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest. The following facts or circumstances give rise or could in the future give rise to a conflict of interest (explain detail—attach additional sheets if necessary):
(5) The bidder or offeror agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the bidder or offeror shall immediately make a full disclosure in writing to the procurement officer of all relevant facts and circumstances. This disclosure shall include a description of actions which the bidder or offeror has taken and proposes to take to avoid, mitigate, or neutralize the actual or potential conflict of interest. If the contract has been awarded and performance of the contract has begun, the contractor shall continue performance until notified by the procurement officer of any contrary action to be taken.

O. CERTIFICATION REGARDING INVESTMENTS IN IRAN

(1) The undersigned bidder or offeror certifies that, in accordance with State Finance & Procurement Article, §17-705:

   (i) it is not identified on the list created by the Board of Public Works as a person engaging in investment activities in Iran as described in §17-702 of State Finance & Procurement; and

   (ii) it is not engaging in investment activities in Iran as described in State Finance & Procurement Article, §17-702.

(2) The undersigned bidder or offeror is unable to make the above certification regarding its investment activities in Iran due to the following activities:

________________________________________________________________________________________________________
________________________________________________________________________________________________________
________________________________________________________________________________________________________

P. ACKNOWLEDGMENT

I ACKNOWLEDGE THAT this Affidavit is to be furnished to the Procurement Officer and may be distributed to units of: (1) the State of Maryland; (2) counties or other subdivisions of the State of Maryland; (3) other states; and, (4) the federal government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this Affidavit or any contract resulting from submission of this bid or proposal shall be construed to supersede, amend, modify or waive, on behalf of the State of Maryland or any unit of the State of Maryland having jurisdiction, the exercise of any right or remedy conferred by the Constitution and the laws of Maryland in respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the above business in respect to (1) this Affidavit, (2) the contract, and (3) other Affidavits comprising part of the contract.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: _______________  By: ____________________________________________

(Authorized Representative and Affiant)

Company Name: ______________________________________________________

FEIN No: __________________________________________________________________________
Dear Ms. Ralliford:

The undersigned hereby submits the Price Proposal as set forth in RFP # BC-21092-R, dated 2/28/18 and the following subsequent addenda:

Addendum ____ dated ______
Addendum ____ dated ______
Addendum ____ dated ______

We confirm that this Price Proposal is based on the Requirements per the RFP document and any subsequent addenda as noted above.

Having received clarification on all matters upon which any doubt arose, the undersigned proposes to complete the work for the work as described in this solicitation and subsequent Addenda as noted above. By signing and submitting this response, undersigned hereby agrees to all the terms and conditions of this request for proposal including any issued addenda.
1. **CONSULTANT FIXED FEE**: Quote fixed fee to provide scope of services per Section 1 (Mandatory Requirements) of the RFP documents. For the basis of evaluation, it is anticipated that the total number of hours required will be approximately 1700 hours per year.

State the amount (in words and figures):

_______________________________________________________________________

Dollars ($_____________________

2. **CONSULTANT FEE**: Quote fee to provide scope of services per Section 1, “Optional Services” of the RFP documents. For the basis of evaluation, it is anticipated that the total number of hours required will be approximately 200 hours per year.

Hourly fee for Optional Services: $____________

Multiply hourly fee times (Estimate) 200 hours = $____________ TOTAL

State the total in words:

_______________________________________________________________________

3. **TOTAL FOR BOTH SECTIONS ABOVE (#1 AND #2)**

State the amount (in words & figures):

_______________________________________________________________________

Dollars ($_______________)
We further understand that this Price Proposal includes all costs associated with the provision of the Services per this RFP. We further confirm that the key personnel named within our Technical Proposal and any clarifications thereto, will be assigned to the UMBC Contract for the duration of this contract. We understand that no changes in this assignment will be allowed without written authorization from the University via contract amendment prior to such changes being made.

The undersigned hereby certifies that he/she is a duly authorized office of the Proposer and can bind the Proposer to the prices stated herein.

______________________________________________
Authorized Signature

______________________________________________
Print Name

______________________________________________
Title

Page 3 of 3

END OF PRICE PROPOSAL FORM
APPENDIX B

UNIVERSITY CONSULTING AGREEMENT
CONTRACT FOR SERVICES
BETWEEN
THE UNIVERSITY OF MARYLAND, BALTIMORE COUNTY
AND
_________________________

By this Contract, made as of the __ day of ______ 2018, by and between The University of Maryland, Baltimore County, a constituent institution of the University System of Maryland and an agency of the State of Maryland ("University", "UMBC" or "State") located at 1000 Hilltop Circle, Baltimore, Maryland 21250 and, _______ (Contractor), ______________, the parties hereby agree as follows:

1 CONSULTING SERVICES

1.1 Engagement of Contractor. University hereby engages Contractor to perform the Services for the Actuarial Services as outlined in RFP ___________ and Contractor hereby accepts the engagement, and agrees to perform the Services upon the terms and conditions set forth herein. The Contractor’s obligations and duties under this Contract shall include, but are not limited to, the terms, conditions and specifications contained in RFP No. ___________ and any amendments or changes thereto as well as the Contractor’s proposal submitted in response to the aforementioned TORP (collectively referred to hereinafter as the ”Contract Documents”). These obligations and duties are subject to the unilateral right of the University to order, in writing, changes in the work within the scope of the Contract.

1.2 Term. The engagement of Contractor hereunder shall commence on ________ and end on __________, unless terminated sooner in accordance with the provisions of this Agreement.

1.3 Delivery and Completion Schedule. Contractor agrees to perform the Services in the time frames as specified by the University. Contractor understands that TIME IS OF THE ESSENCE in performing the Services.

1.4 Contractor’s Representations. In the performance of Contractor’s duties under this Agreement, Contractor shall adhere to the highest fiduciary standards, ethical practices and standards of care and competence. Contractor represents that Contractor has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of University. Contractor agrees to comply with all applicable Federal, State and local laws and regulations.

2 INDEPENDENT CONTRACTOR

2.1 The relationship of the Contractor to University is that of an independent contractor and nothing herein shall be construed as creating an employment or agency relationship. The Contractor may adopt such arrangements as he/she may desire with regard to the details of the Services performed hereunder, the hours during which the Services are to be provided, and the place or places where the Services are to be furnished, provided that the Services shall be performed in a manner calculated to attain the most satisfactory results for University.

2.2 Contractor shall not be entitled to any benefits accorded to University’s employees including, without limitation, worker’s compensation, disability insurance, vacation or sick pay. Contractor shall be responsible for providing, at Contractor’s expense, disability, worker’s compensation or other insurance as well as licenses and permits usual or necessary for conducting the services hereunder. Contractor shall be obligated to pay any and all applicable local, state and federal payroll and other taxed incurred as a result of Contractor’s fees hereunder. Contractor hereby indemnifies University for any claims, losses, costs, fees, liabilities, damages or penalties suffered by University arising out of Contractor’s breach of this provision.

2.3 Contractor shall not be considered an agent of University for any purpose whatsoever, nor shall Contractor have the right to, and shall not, commit University to any agreement, contract or undertaking. Contractor shall not use University’s name in its promotional material or for any advertising or publicity purposes.
2.4 The Contractor’s Federal Tax Identification Number or, where applicable, Social Security Number is: ___________.

CONSULTING FEES AND EXPENSES

2.5 Consulting Fees.

2.5.1 University shall pay Contractor at the rate indicated in [the attached Price Proposal Form], for time actually spent on the Services and for the period set forth herein. The total fees payable to Contractor shall not exceed $_________, payable in installments.

2.5.2 The fees set forth herein includes all costs of operation, including benefits attributable to payroll, overhead, wages and salaries of Contractor’s employees, if any, and all applicable taxes.

2.5.3 Contractor shall submit invoices to University upon completion of scheduled services. To the extent University may reasonably require, Contractor shall support each invoice with justification for Services performed. Invoices shall include the Contract Number noted above and shall be submitted for approval to University at the above-referenced address. After University has approved the invoice, payment will be due within thirty (30) days of receipt of the invoice.

2.6 Expenses – Not Applicable

2.7 Audit Rights.

2.8 Contractor agrees that, during the term of this Contract and for a period of three years after its termination, University shall have access to and the right to examine any directly pertinent books, documents, and records of Contractor relating to the invoices submitted by Contractor pursuant to this Agreement.

3 OWNERSHIP OF INTELLECTUAL PROPERTY

3.1 Contractor agrees that all designs, plans, reports, specifications, drawings, schematics, prototypes, models, inventions, and all other information and items made during the course of this Contract and arising from the Services (hereinafter referred to as “New Developments”) shall be and are assigned to University as its sole and exclusive property. Contractor agrees to promptly disclose to University all such New Developments. Upon University’s request, Contractor agrees to assist University, at University expense, to obtain patents or copyrights for such New Developments, including the disclosure of all pertinent information and data with respect thereto, the execution of all applications, specifications, assignments, and all other instruments and papers which University shall deem necessary to apply for and to assign or convey to University, its successors and assigns, the sole and exclusive right, title and interest in such New Developments. Contractor agrees to obtain or has obtained written assurances from its employees and contract personnel of their agreement to the terms hereof with regard to New Developments and Confidential Information.

3.2 Contractor warrants that Contractor has good title to any New Developments, and the right to assign New Developments to University free of any proprietary rights of any other party or any other encumbrance whatever.

4 CONFIDENTIALITY AND NON-DISCLOSURE

4.1 Contractor acknowledges that in performing the Services hereunder, University may have to disclose to Contractor orally and in writing certain confidential information that University considers proprietary and has developed at great expense and effort. As used herein, the term “Confidential Information” means any scientific or technical data, marketing, operating, financial, business or any other information, design, process, procedure, formula or improvement in written, printed, graphic, or electronically recorded materials, that is commercially valuable to University and not generally known in the industry. Contractor further acknowledges that the Services and any deliverables may incorporate Confidential Information. Contractor agrees that all items of confidential Information are proprietary to University and shall remain the sole property of University.
4.2 Contractor agrees as follows:

4.2.1 To use the Confidential Information only for the purposes described herein; to not reproduce the Confidential Information; to hold in confidence and protect the Confidential Information from dissemination to and use by anyone not a party to this Agreement; and to not use the Confidential Information to benefit itself or others.

4.2.2 To restrict access to the Confidential Information to personnel of Contractor who (i) have a need to have such access and (ii) have been advised of and have agreed in writing to treat such information in accordance with the terms of this Agreement.

4.2.3 To return all Confidential Information in Contractor’s possession upon termination of this Contract or upon University’s request, whichever occurs first.

4.2.4 To hold in confidence information and materials, if any, developed pursuant to the Services hereunder.

4.3 The provisions of this Paragraph 5 shall survive termination or expiration of this Contract and shall continue for so long as the material remains confidential.

5 INSURANCE/INDEMNIFICATION

5.1 Contractor represents that it now carries, and agrees it will continue during the term of this Contract to carry, as a minimum: Workmen’s Compensation, Commercial General and Contractual Liability and Comprehensive Automobile Liability insurance in the following amounts:

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Worker’s Compensation</td>
<td>Statutory</td>
</tr>
<tr>
<td>Comprehensive General Liability:</td>
<td></td>
</tr>
<tr>
<td>Bodily Injury and Property Damage</td>
<td>$500,000 each person</td>
</tr>
<tr>
<td>$1,000,000 each occurrence</td>
<td></td>
</tr>
<tr>
<td>Comprehensive Automobile Liability:</td>
<td></td>
</tr>
<tr>
<td>Bodily Injury and Property Damage</td>
<td>$500,000 each person</td>
</tr>
<tr>
<td>$1,000,000 each occurrence</td>
<td></td>
</tr>
</tbody>
</table>

In addition to the above mentioned coverage, Contractor shall maintain in force, for the duration of this contract, errors and omissions liability insurance appropriate to the Contractor’s profession. Coverage as required in the paragraph shall apply to liability for a professional error, act, or omission arising out of the scope of the Contractor’s services as defined in this contract. Coverage shall be written subject to limits of not less than $500,000 per loss.” [Amount can be adjusted based on the particular job]

6.2 Contractor shall provide certificates of insurance evidencing the above-described coverage. Such certificates shall include a statement indicating that University shall receive fifteen (15) days notice of cancellation of any of the policies which may affect University’s interest and a statement confirming that University has been named an additional insured.

6.3 Contractor shall indemnify, defend and hold harmless University, its officers, employees, agents, and members from and against all claims, demands, losses, costs, expenses, obligations, liabilities, and damages, including, without limitation, interest, penalties, and reasonable attorney’s fees and costs, that University may incur or suffer and that arise, result from, or are related to any breach or failure of Contractor to perform any of its representations, warranties and agreements contained in this Agreement.

6 CONFLICT OF INTEREST

Contractor affirms that to the best of its knowledge there exists no actual or potential conflict between Contractor’s family, business or financial interest or its Services under this Agreement, and, in the event of
change in either its private interests or Services under this Agreement, it will raise with University any question regarding possible conflict of interest which may arise as a result of such change.

7 MULTI-YEAR CONTRACTS CONTINGENT UPON APPROPRIATIONS

If the General Assembly fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this Contract succeeding the first fiscal period, this Contract shall be canceled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the State’s rights or the Contractor’s rights under any termination clause in this Contract. The effect of termination of the Contract hereunder will be to discharge both the Contractor and the State of Maryland from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the Contract. The State shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first.

8 TERMINATION FOR DEFAULT

If the Contractor fails to fulfill its obligation under this contract properly and on time, or otherwise violates any provision of the contract, the University may terminate the contract by written notice to the Contractor. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the Contractor shall, at the University’s option, become the University’s property. The University shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by Contractor’s breach. If damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the University can affirmatively collect damages. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of USM Procurement Policies and Procedures.

9 TERMINATION FOR CONVENIENCE

The performance of work under this Contract may be terminated by the University in accordance with this clause in whole, or from time to time in part, whenever the University shall determine that such termination is in the best interest of the University. The University will pay all reasonable costs associated with this Contract that the Contractor has incurred up to the date of termination and all reasonable costs associated with termination of the Contract. However, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of USM Procurement Policies and Procedures.

10 DISPUTES

This Contract shall be subject to the provisions of University System of Maryland Procurement Policies and Procedures. Pending resolution of a claim, the Contractor shall proceed diligently with the performance of the Contract in accordance with the Procurement Officer’s decision. Any dispute that is not subject to the jurisdiction of the Maryland State Board of Contract Appeals, as provided in the University System Procurement Policies and Procedures, shall be brought in and heard by the courts of the State of Maryland, and the parties voluntarily consent to the exclusive jurisdiction of the courts of this State for any such proceeding.

11 NONDISCRIMINATION

The Contractor shall comply with the nondiscrimination provisions of federal and Maryland law.

12 ANTI-BRIBERY

The Contractor certifies that, to the Contractor’s best knowledge, neither the Contractor; nor (if the Contractor is a corporation or partnership) any of its officers, directors, or partners; nor any employee of
the Contractor who is directly involved in obtaining contracts with the State or with any county, city, or other subdivision of the state, has been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or of the United States.

13 **GOVERNING LAW**

This Contract is governed by and shall be construed under the laws of the State of Maryland. All parties to this Contract hereby voluntarily submit to the jurisdiction of the Courts of the State of Maryland for any legal proceeding arising out of or relating to this Contract. UMBC does not recognize any obligation to, and will not submit to, binding arbitration of disputes nor subject itself to the rules, regulations or procedures of any labor organization, guild or institute.

14 **WAIVER OF JURY**

UMBC AND CONTRACTOR HEREBY WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO WHICH THEY ARE PARTIES ARISING OUT OF OR IN ANY WAY PERTAINING TO THIS CONTRACT. IT IS AGREED AND UNDERSTOOD THAT THIS WAIVER CONSTITUTES A WAIVER OF TRIAL BY JURY OF ALL CLAIMS AGAINST ALL PARTIES WHO ARE NOT PARTIES TO THIS CONTRACT. THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY MADE BY UMBC AND CONTRACTOR, WHO HEREBY REPRESENT AND WARRANT THAT NO REPRESENTATIONS OF FACT OR OPINION HAVE BEEN MADE BY AN INDIVIDUAL TO INDUCE THIS WAIVER OF TRIAL BY JURY OR TO IN ANY WAY MODIFY OR NULLIFY ITS EFFECT.

15 **ENTIRE AGREEMENT**

15.1 This Contract and the University Purchase Order (collectively referred to as the “Contract” or “Agreement”) constitute the entire agreement of the parties and supersedes all prior written or oral and all contemporaneous oral agreements, understandings, and negotiations between the parties with respect to the subject matter hereof. This Contract is intended by the parties as the final expression of their agreement and may not be contradicted by evidence of any prior to contemporaneous agreement.

15.2 Modifications. This Contract may not be modified, changed or supplemented, nor may any obligations hereunder be waived or extensions of time for performance granted, except by written instrument signed by both parties.

15.3 Assignment. This Contract and the rights, duties, and obligations hereunder may not be assigned or subcontracted by Contractor without the prior written consent of University.

15.4 Partial Invalidity, Waist and Severability. Any provision of this Contract which is found to be invalid or unenforceable shall be ineffective to the extent of such invalidity or unenforceability, and the invalidity or unenforceability of such provision shall not affect the validity or enforceability of the remaining provisions hereof. No waiver of any provisions of this Agreement shall be deemed, or shall constitute a waiver of any other provision, whether or not similar, no shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver. If any provision of this Agreement becomes or is deemed to be invalid, illegal or unenforceable, the parties shall meet to discuss such provision. If such provision cannot be amended without materially altering the intention of the parties, it shall be deleted and the remainder of the Agreement and the related documents pursuant hereto shall remain in full force and effect. In the event of a conflict between the provisions in the body of the Agreement and any attachments, the provisions in the body of this Agreement will control.

15.5 Notices. Any notice required to be given hereunder shall be deemed to have been given either when served personally, facsimile, or when sent by first class mail addressed to the parties at he addresses set forth in this Agreement.

15.6 The parties signing this Agreement warrant that he/she signs as duly authorized representative of his/her respective organizations.
IN WITNESS WHEREOF, the parties have caused this Contract to be executed on their behalf by the undersigned as of the date first shown above.

Consultant:     University of Maryland Baltimore County

___________________________________        ____________________________________________
Signature       Signature

___________________________________        ____________________________________________
Typed/Printed Name       Typed/Printed Name

___________________________________        ____________________________________________
Title                                                                                  Title

____________________________________ ____________________________________________
Date        Date

END OF CONSULTING AGREEMENT
This Business Associate Agreement ("BA Agreement"), effective ________________ ("Effective Date"), is entered into by and between _____________________ (the "Business Associate Subcontractor") and the University of Maryland, Baltimore County, a constituent institution of the University System of Maryland and an instrumentality of the State of Maryland, acting by and through its department and research component The Hilltop Institute (the "Business Associate") (Business Associate Subcontractor and Business Associate each a "Party" and collectively the "Parties").

Business Associate has an arrangement to provide services on behalf of one or more organizations identified as a Covered Entity under 45 CFR §160.103. Business Associate has engaged the services of Business Associate Subcontractor to assist in the completion of Business Associate's scope of work under the arrangement with such Covered Entity.

The Parties have an agreement dated ________________ (the "Agreement") under which the Business Associate Subcontractor may use and/or disclose Protected Health Information (PHI) as necessary to perform the services set forth in Service Agreement. Both Parties are committed to complying with the Standards for Privacy and Security of Individually Identifiable Health Information (the "Privacy & Security Regulations") promulgated under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and as it is updated, amended, or revised, including the requirement under 45 CFR §164.502(e)(2) to enter into a Business Associate Agreement with business associates who are subcontractors. This Business Associate Subcontractor Agreement (BA Agreement) sets forth the terms and conditions pursuant to which PHI that is created, received, maintained, or transmitted by the Business Associate Subcontractor from or on behalf of the Business Associate, will be handled between the Business Associate Subcontractor and the Business Associate and with third parties during the term of their Agreement and after its termination. The Parties agree as follows:

1. PERMITTED USES AND DISCLOSURES OF PHI

1.1 Services. Pursuant to the Agreement, Business Associate Subcontractor provides services ("Services") for the Business Associate that involve the use and/or disclosure of PHI. Except as otherwise specified herein, the Business Associate Subcontractor may make any and all uses of PHI necessary to perform its obligations under the Agreement, provided that such use would not violate the Privacy and Security Regulations if done by Business Associate or the minimum necessary policies and procedures of the Business Associate. All other uses not authorized by this BA Agreement are prohibited. Moreover, Business Associate Subcontractor may disclose PHI for the purposes authorized by this BA Agreement only to its employees, subcontractors, and agents, in accordance with Section 2.1(i), or as otherwise permitted by the terms of this BA Agreement including, but not limited to, Section 1.2(b) below.

1.2 Business Activities of the Business Associate Subcontractor. Unless otherwise limited herein, the Business Associate Subcontractor may:

   a. Use the PHI in its possession for its proper management and administration and to fulfill any present or future legal responsibilities of the Business Associate Subcontractor provided that such uses are permitted under state and federal confidentiality laws.
   b. Disclose the PHI in its possession to third parties for the purpose of its proper management and administration or to fulfill any present or future legal responsibilities of the Business Associate Subcontractor, provided that the Business Associate Subcontractor represents to the Business Associate, in writing, that (i) the disclosures are Required by Law, as that phrase is defined in 45 CFR §164.103 or (ii) the Business Associate Subcontractor has received from the third party written assurances regarding its confidential handling of such PHI as required under 45 CFR §164.504(e)(4), and the third party agrees in writing to notify Business Associate Subcontractor of any instances of which it becomes aware that the confidentiality of the information has been breached.

2. RESPONSIBILITIES OF THE PARTIES WITH RESPECT TO PHI

2.1 Responsibilities of the Business Associate Subcontractor. With regard to its use and/or disclosure of PHI, the Business Associate Subcontractor hereby agrees to do the following:
a. Use and/or disclose the PHI only as permitted or required by this BA Agreement or as otherwise required by law.

b. To the extent the Business Associate Subcontractor is to carry out one or more of Business Associate’s obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Business Associate in the performance of such obligation(s).

c. Use appropriate safeguards to protect the privacy and security of PHI, and comply with Subpart C of 45 CFR Part 164 with respect to electronic Protected Health Information (E PHI), to prevent use or disclosure of PHI other than as provided for by this BA Agreement.

d. Business Associate Subcontractor acknowledges its obligations under HIPAA and agrees to comply with any and all privacy and security provisions not otherwise specifically addressed in the Agreement made applicable to Business Associate Subcontractor by HIPAA on the applicable effective date and any subsequent regulations promulgated under HIPAA and/or guidance thereto.

e. Business Associate Subcontractor acknowledges that, (i) the foregoing requirements shall apply to Business Associate Subcontractor in the same manner that such requirements apply to Business Associate, and (ii) Business Associate Subcontractor shall be subject to the civil and criminal enforcement provisions set forth at 42 USC 1320d-5 and 1320d-6, as amended from time to time, for failure to comply with the requirements and any applicable guidance subsequently issued by the Secretary of the Department of Health and Human Services (“Secretary”) with respect to such requirements.

f. Disclose to its subcontractors, agents, or other third parties, and request from the Business Associate, only the minimum PHI necessary to perform or fulfill a specific function required or permitted hereunder.

g. Business Associate Subcontractor agrees that any EPHI it creates, receives, maintains, or transmits will be maintained or transmitted in a manner that is rendered unusable, unreadable, or indecipherable to unauthorized persons through the use of technology or methodology specified by the Secretary in the guidance issued under section 13402(h)(2) of Public Law 111-5.

h. Establish procedures for mitigating, to the greatest extent possible, any deleterious effects from any improper use and/or disclosure of PHI from Business Associate.

i. Require all of its subcontractors and agents that receive, use, or have access to PHI under this BA Agreement to agree, in a written Business Associate Agreement, to adhere to the same or more stringent restrictions and conditions on the use and/or disclosure of PHI that apply to the Business Associate Subcontractor pursuant to this BA Agreement.

j. Make available all records, books, agreements, policies, and procedures relating to the use and/or disclosure of PHI to the Secretary for purposes of investigating or determining compliance with HIPAA.

k. Upon prior written request, make available to the Business Associate during normal business hours at Business Associate Subcontractor’s offices all records, books, agreements, policies, and procedures relating to the use and/or disclosure of PHI from Business Associate to determine the Business Associate Subcontractor’s compliance with the terms of this BA Agreement.

l. Business Associate Subcontractor agrees to document any and all disclosures of PHI that require an accounting of disclosures as would be required under 45 CFR §164.528. Business Associate Subcontractor further agrees, within 30 days of receiving a written request from the Business Associate, to provide to the Business Associate such information as is requested by the Business Associate to permit the Business Associate to respond to a request by an individual for an accounting of the disclosures of the individual’s PHI in accordance with 45 CFR §164.528.

m. The Business Associate Subcontractor agrees to notify the Business Associate within seventy-two (72) hours of discovery of:

   (i) any use or disclosure of PHI not provided for by the BA Agreement of which it becomes aware,
   (ii) any suspected breach of unsecured PHI as defined at 45 CFR 164.402, and
   (iii) any Security Incident of which it becomes aware.

Notification under this section shall include the identification of each individual whose PHI has been, or is suspected to have been, accessed, acquired, or disclosed. Business Associate Subcontractor further agrees to make available in a reasonable time and manner any information needed by Business Associate to respond to individual and governmental inquiries regarding any of the notifications received from Business Associate Subcontractor.

n. The parties acknowledge and agree that this section constitutes notice by Business Associate Subcontractor to Business Associate of the ongoing existence and occurrence of attempted but Unsuccessful Security Incidents. “Unsuccessful Security Incidents" will include, but not be limited to, pings and other broadcast attacks on Business Associate Subcontractor’s firewall, port scans, unsuccessful log-on attempts, denials of service, and any combination of the above, so long as no such incident results in unauthorized access, use, or disclosure of PHI.
o. Business Associate Subcontractor agrees to indemnify the Business Associate for the reasonable cost to notify the individuals whose information was the subject of a breach and for any cost or damages, including attorney fees or fines, incurred by Business Associate as a result of the breach by Business Associate Subcontractor, including but not limited to any identity theft related prevention or monitoring costs.

2.2 Responsibilities of the Business Associate. With regard to the use and/or disclosure of PHI by the Business Associate Subcontractor, the Business Associate hereby agrees:

   a. To inform the Business Associate Subcontractor of any changes in the notice of privacy practices (“Notice”) that the Covered Entity provides to individuals pursuant to 45 CFR §164.520 that affect Business Associate Subcontractor’s use or disclosure of PHI.

   b. To inform the Business Associate Subcontractor of any changes in, or revocation of, the authorization provided to the Business Associate pursuant to 45 CFR §164.508, to the extent relevant to the Services being provided under this BA Agreement.

   c. To inform the Business Associate Subcontractor of any restrictions exercised by any individual to the extent relevant to the Services being provided under this BA Agreement.

   d. To notify the Business Associate Subcontractor, in writing and in a timely manner, of any arrangements permitted or required of the Business Associate under 45 CFR § part 160 and 164 that may impact in any manner the use and/or disclosure of PHI required by the Business Associate Subcontractor under this BA Agreement, including, but not limited to, agreed upon restrictions regarding the use and/or disclosure of PHI as provided for in 45 CFR §164.522.

2.3 Additional Responsibilities of the Business Associate Subcontractor with Respect to Handling of Designated Record Set. To the extent the Business Associate Subcontractor creates, receives, maintains, or transmits PHI in a Designated Record Set on behalf of Business Associate, the Business Associate Subcontractor hereby agrees to do the following:

   a. Within fifteen (15) days of request of the Business Associate, provide Business Associate access to the PHI so that Business Associate can respond to a request for access or request for copies of PHI by an individual who is the subject of the PHI, or his/her personal representative in accordance with 45 CFR §164.524.

   b. Within thirty (30) days of request of the Business Associate, provide Business Associate with access to PHI in the custody of Business Associate Subcontractor so that Business Associate can make any amendment(s) to the PHI in accordance with 45 CFR §164.526.

3. MUTUAL REPRESENTATIONS AND CERTIFICATIONS. Each Party represents and certifies to the other party that it is duly organized, validly existing, and in good standing under the laws of the jurisdiction in which it is organized or licensed; it has the full power to enter into this BA Agreement and to perform its obligations hereunder; and that the performance by it of its obligations under this BA Agreement have been duly authorized by all necessary corporate or other actions and will not violate any provision of any license, corporate charter, or bylaws.

4. TERM AND TERMINATION

4.1 Term. This BA Agreement shall become effective on the Effective Date and shall continue in effect until all obligations of the Parties have been met, unless terminated as provided in this Section 4. In addition, certain provisions and requirements of this BA Agreement shall survive its expiration or other termination in accordance with Section 6.4 herein.

4.2 Termination by the Business Associate. As provided for under 45 C.F.R. §164.504(e)(2)(iii) and C.F.R. §164.504(e)(5), the Business Associate may immediately terminate this BA Agreement and any related agreements if the Business Associate makes the determination that the Business Associate Subcontractor has breached a material term of this BA Agreement. Alternatively, the Business Associate may choose to: (i) provide the Business Associate Subcontractor with thirty (30) days written notice of the existence of an alleged material breach; and (ii) afford the Business Associate Subcontractor an opportunity to cure said alleged material breach upon mutually agreeable terms. Nonetheless, in the event that mutually agreeable terms cannot be achieved within thirty (30) days, Business Associate Subcontractor must cure said breach to the satisfaction
of the Business Associate within thirty (30) days. Failure to cure in the manner set forth in this paragraph is grounds for the immediate termination of this BA Agreement.

4.3 **Termination by Business Associate Subcontractor.** If the Business Associate Subcontractor makes the determination that the Business Associate has breached a material term of this BA Agreement, Business Associate Subcontractor may provide thirty (30) days notice of its intention to terminate this BA Agreement. Business Associate Subcontractor agrees, however, to cooperate with Business Associate to find a mutually satisfactory resolution to the matter prior to terminating and further agrees that, notwithstanding this provision, it shall not terminate this BA Agreement so long as the Agreement is in effect.

4.4 **Automatic Termination.** This BA Agreement will automatically terminate without any further action of the Parties upon the termination or expiration of the Agreement between the Parties.

4.5 **Effect of Termination.** Upon the event of termination pursuant to this Section 4, Business Associate Subcontractor agrees to return or destroy all PHI pursuant to 45 C.F.R. §164.504(e)(2)(J) and C.F.R. §164.504(e)(5) and retain no copies (which for purposes of this BA Agreement shall mean, without limitation, the destruction of all PHI maintained in any of from (including, but not limited to, all backup media). Prior to doing so, the Business Associate Subcontractor further agrees to recover any PHI in the possession of its subcontractors or agents, and upon request agrees to provide a certificate of destruction for all PHI stored or otherwise backed up by Business Associate Subcontractor or agents, subcontractors, or third parties providing storage or back up services on behalf of Business Associate Subcontractor. If the Business Associate Subcontractor determines that it is not feasible to return or destroy said PHI, the Business Associate Subcontractor will notify the Business Associate in writing. Upon mutual agreement of the Parties that the return or destruction is not feasible, Business Associate Subcontractor further agrees, and will require its subcontractors and agents to agree, to extend any and all protections, limitations, and restrictions contained in this BA Agreement to the use and/or disclosure of any PHI retained after the termination of this BA Agreement, and to limit any further uses and/or disclosures to the purposes that make the return or destruction of the PHI infeasible.

5. **CONFIDENTIALITY OBLIGATIONS.** In the course of performing under this BA Agreement, each Party may receive (“Receiving Party”), be exposed to, or acquire Confidential Information including but not limited to, all information, data, reports, records, summaries, tables, and studies, whether written or oral, fixed in hard copy, or contained in any computer database or computer readable form, as well as any information identified as confidential (“Confidential Information”) of the other Party (“Disclosing Party”). For purposes of this BA Agreement, “Confidential Information” shall not include PHI, the security of which is the subject of this BA Agreement and is provided for elsewhere. The Receiving Party, including their employees, agents, or representatives, (i) shall not disclose to any third party the Confidential Information of the Disclosing Party except as otherwise permitted by this BA Agreement, (ii) only permit use of such Confidential Information by employees, agents, and representatives having a need to know in connection with performance under this BA Agreement, and (iii) advise each of their employees, agents, and representatives of their obligations to keep such Confidential Information confidential. This provision shall not apply to Confidential Information: (a) after it becomes publicly available through no fault of the Receiving Party, (b) which is later publicly released by the Disclosing Party in writing, (c) which is lawfully obtained from third parties without restriction, or (d) which can be shown to be previously known or developed by the Receiving Party independently of the Disclosing Party.

6. **MISCELLANEOUS**

6.1 **Survival.** The respective rights and obligations of Business Associate Subcontractor and Business Associate under the provisions of Sections 4.5, and Section 2.1 solely with respect to PHI Business Associate Subcontractor retains in accordance with Sections 2.1 and 4.5 because it is not feasible to return or destroy such PHI, shall survive termination of this BA Agreement.

6.2 **Amendments; Waiver.** This BA Agreement may not be modified, nor shall any provision hereof be waived or amended, except in a writing duly signed by authorized representatives of the Parties. A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any right or remedy as to subsequent events.
6.3 **No Third Party Beneficiaries.** Nothing expressed or implied in this BA Agreement is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations, or liabilities whatsoever.

6.4 **Notices.** Any notices to be given hereunder to a Party shall be made via U.S. Mail or express courier to such Party’s address given below, and/or (other than for the delivery of fees) via electronic transmission or facsimile to the contacts listed below.

If to Business Associate Subcontractor, to:

______________________________
______________________________
Attention: ______________________
Fax: __________________________
Email: _________________________

With a copy (which shall not constitute notice) to:

______________________________
______________________________
Attention: ______________________
Fax: ___________________________ 
Email: _________________________

If to Business Associate, to:

Chief Security Officer  
Division of Information Technology  
University of Maryland, Baltimore County  
1000 Hilltop Circle  
Baltimore, Maryland 21250  
Fax: 410.455.1713  
Email: __________________

With a copy (which shall not constitute notice) to:

Office of the General Counsel  
University of Maryland, Baltimore County  
1000 Hilltop Circle  
Baltimore, Maryland 21250

Each Party named above may change its address and that of its representative for notice by the giving of notice thereof in the manner hereinafore provided.

6.5 **Counterparts; Facsimiles and Electronic Copies.** This BA Agreement may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile and electronic copies hereof shall be deemed to be originals.

6.6 **Disputes.** If any controversy, dispute, or claim arises between the Parties with respect to this BA Agreement, the Parties shall make good faith efforts to resolve such matters informally.

6.7 **Compliance with State Laws.** The Business Associate Subcontractor acknowledges that by accepting the PHI from the Business Associate, it becomes a holder of medical records information under the MCMRA and is subject to the provisions of that law. If the HIPAA Regulations and the MCMRA conflict regarding the degree of protection provided for PHI, the Business Associate Subcontractor shall comply with the more restrictive protection requirement.
7. **DEFINITIONS**

7.1 **Covered Entity.** For purposes of this BA Agreement, Covered Entity shall include all entities covered by the notice of privacy practices (or privacy notice).

7.2 **Business Associate.** For purposes of this BA Agreement, Business Associate shall include the named Business Associate herein. However, in the event that the Business Associate is otherwise a hybrid entity under the Privacy Regulation, that entity may appropriately designate a health care component of the entity, pursuant to 45 C.F.R. §164.105(a), as the Business Associate for purposes of this BA Agreement.

7.3 **Business Associate Subcontractor.** For purposes of this BA Agreement, Business Associate Subcontractor shall include the named Business Associate Subcontractor herein. However, in the event that the Business Associate Subcontractor is otherwise a hybrid entity under the Privacy Regulation, that entity may appropriately designate a health care component of the entity, pursuant to 45 C.F.R. §164.105(a), as the Business Associate Subcontractor for purposes of this BA Agreement.

7.4 **Designated Record Set.** Designated Record Set shall have the meaning set out in its definition at 45 CFR §164.501, as such provision is currently drafted and as it is subsequently updated, amended, or revised.

7.5 **Protected Health Information ("PHI").** Protected Health Information shall have the meaning as set out in its definition at 45 CFR §160.103, as such provision is currently drafted and as it is subsequently updated, amended, or revised.

7.6 **Security Incident.** Security Incident shall have the meaning set out in its definition at 45 CFR §164.304, as it is subsequently updated, amended, or revised.

7.7 **MCMRA.** MCMRA means the Maryland Confidentiality of Medical Records Act, Md. Code Ann., Health-General, §4-301 et seq. as amended from time to time.

IN WITNESS WHEREOF, each of the undersigned has caused this BA Agreement to be duly executed in its name and on its behalf effective as of the Effective Date.

**BUSINESS ASSOCIATE**

**UNIVERSITY OF MARYLAND, BALTIMORE COUNTY**

By: ____________________________

Printed Name: ____________________

Printed Title: ____________________

Date: ____________________________

**BUSINESS ASSOCIATE SUBCONTRACTOR**

By: ____________________________

Printed Name: ____________________

Printed Title: ____________________

Date: ____________________________

END OF BUSINESS ASSOCIATE SUBCONTRACTOR AGREEMENT
A. AUTHORIZED REPRESENTATIVE
I HEREBY AFFIRM THAT:

I am the (title) ______________________________________ and the duly authorized representative of (business) __________________________________________ and that I possess the legal authority to make this Affidavit on behalf of myself and the contractor for which I am acting.

B. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT
I FURTHER AFFIRM THAT:
(1) The business named above is a (domestic_____) (foreign_____) [check one] corporation registered in accordance with the Corporations and Associations Article, Annotated Code of Maryland, and that it is in good standing and has filed all its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and address of its resident agent filed with the State Department of Assessments and Taxation is:

   Name: _______________________________________________________________________

   Address: ____________________________________________________________________

(2) Except as validly contested, the Contractor has paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Employment Security Administration, as applicable, and will have paid all withholding taxes due to the State of Maryland prior to final settlement.

C. CERTIFICATION REGARDING INVESTMENTS IN IRAN
(1) The undersigned bidder or offeror certifies that, in accordance with State Finance & Procurement Article, §17-705:
   (i) it is not identified on the list created by the Board of Public Works as a person engaging in investment activities in Iran as described in §17-702 of State Finance & Procurement; and
   (ii) it is not engaging in investment activities in Iran as described in State Finance & Procurement Article, §17-702.
(2) The undersigned bidder or offeror is unable to make the above certification regarding its investment activities in Iran due to the following activities:

   ____________________________________________________________________________
   ____________________________________________________________________________
   ____________________________________________________________________________

D. CERTAIN AFFIRMATIONS VALID
I FURTHER AFFIRM THAT:

To the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgments contained in that certain Proposal Affidavit dated ______________, 20__, and executed by me for the purpose of obtaining the contract to which this Exhibit is attached remains true and correct in all respects as if made as of the date of this Contract Affidavit and as if fully set forth herein.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: ___________________ By: ______________________________

Revised January 2013
RFP #BC-21092-R       UMBC Actuarial Services