



REQUEST FOR PROPOSAL
FOR
ACTUARIAL SERVICES FOR THE HILLTOP INSTITUTE

RFP NUMBER: BC-21332-L
ISSUED: September 6, 2023

Procurement/Issuing Office:

Department of Procurement & Strategic Sourcing
University of Maryland, Baltimore County
Administration Building, 7th Floor
1000 Hilltop Circle
Baltimore, MD 21250

TABLE OF CONTENTS

<u>DESCRIPTION</u>	<u>SECTION</u>
Solicitation Schedule	
Scope of Services	I
Technical Proposal	II
Evaluation Process	III
General Information	IV

APPENDIX A: Technical Proposal Forms

1. Business Associate Agreement
2. Data Management Plan
3. Firm Experience
4. Firm References
5. Key Personnel
6. Project Director References
7. Financial Stability
8. Conflicts of Interest
9. Acknowledgement of Receipt of Addenda Form
10. Bid/Proposal Affidavit

APPENDIX B: Price Proposal Form

APPENDIX C: UMBC Consulting Agreement

SOLICITATION SCHEDULE

Issue Date	Wednesday, September 6, 2023
Deadline for questions regarding Technical Proposal and Procurement Process	Friday, September 15, 2023 on or before 5pm
Technical Proposal Due Date	Friday, September 29, 2023 at or before 11:59PM. Submit Technical Proposal to UMBC Box: Technic.wjcrs2ffdb13iete@u.box.com
Price Proposal Due Date	Friday, September 29, 2023 at or before 11:59PM. Submit Price Proposal to UMBC Box: Price_P.vjylf9dggc9k84mz@u.box.com
Interview Sessions for ONLY Shortlisted Firms	Anticipated Tuesday, October 24, 2023 (assigned time at UMBC's sole discretion)
Best and Final Offer (BAFO) (only from the Final Shortlisted Firms)	Friday, November 3, 2023 on or before 11:59 pm (UMBC Box address to be provided to Final Shortlisted Firms at the time BAFOs are requested)
Award and Contract fully executed	Anticipated to be no later Friday, December 15, 2023
Contract Commences	January 1, 2024

SECTION I

SCOPE OF SERVICES

Overview

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.

[The Hilltop Institute](#) is a nonpartisan research organization dedicated to improving the health and wellbeing of people and communities. Hilltop conducts cutting-edge data analytics and translational research on behalf of government agencies, foundations, and nonprofit organizations to inform public policy at the national, state, and local levels. Hilltop is committed to addressing complex issues through informed, objective, and innovative research and analysis. The state of Maryland—with its innovative health policies and all-payer global budget model for hospitals—offers a unique environment for Hilltop’s work and lessons for other states. Maryland’s [Total Cost of Care Model](#) began in 2019 and builds on the successes of the state’s long-standing all payer system.

Hilltop maintains a long-standing, nationally recognized partnership with the Maryland Department of Health (MDH) to provide research, policy analysis, and data analytics for Medicaid and other administrations within MDH. On behalf of MDH, Hilltop maintains an extensive data repository that includes Medicaid and Medicare administrative data, hospital discharge data, Maryland’s all-payer claims database, and other data sets. Hilltop uses these data to perform data-driven research, analysis, and modeling to inform program development, monitoring, and evaluation; for health plans participating in HealthChoice, Maryland’s Medicaid managed care program, the development and implementation of capitated payment rates and innovative payment models for managed care such as the population health improvement program (PHIP), risk corridors, and member attribution and risk sharing models for special program initiatives; and fee-for-service (FFS) payment rate development, implementation, and monitoring for Medicaid home and community-based services (HCBS) waiver programs and other long-term services and supports (LTSS) programs such as Community First Choice and the Program of All-Inclusive Care for the Elderly (PACE).

Hilltop requires the services of an actuarial firm to provide consulting services to support the development, implementation, and monitoring of capitated and FFS rate setting programs for Maryland Medicaid, as well as to support the development of health care financing models requested by sponsors of other programs. Hilltop has a long history of contracting with actuarial firms for such services, and the expectation is that the work will be performed collaboratively by Hilltop and the actuarial firm, with Hilltop providing access to data and performing supporting analyses, collaborative review of work products, and collaborative interactions with Hilltop’s sponsors. Each year, the actuarial firm will be required to certify that managed care rates are

actuarially sound as required by the Centers for Medicare & Medicaid Services (CMS) and consistent with 42 CFR § 438.4. Payment rates for other programs must comply with CMS requirements and may require certification of actuarial soundness as well.

The contract includes rate setting for the following Maryland programs: HealthChoice, Medicaid HCBS waivers for persons with developmental disabilities (DD), and PACE. In addition, on-call services are included for new projects with MDH or other sponsors that may be initiated during the contract term.

Term of Contract

The contract term will begin on the date of award. The Period of Performance will be 12 months beginning on January 1, 2024, and ending December 31, 2024. The University shall have the option to renew the contract for four (4) additional one-year renewal terms, for a potential 60-month (5-year) contract period. The renewal options will be exercised at the sole discretion of the University. Firms are required to submit firm fixed prices for the initial 12-month period (base year) and for each of the four optional renewal years (option year). No cost increases will be granted through the life of the contract.

Source of Funds

Funds for this contract are available through UMBC sponsored grants, contracts with state agencies, federal Medicaid administrative matching funds, and private entities. Work under this contract is subject to sponsor requirements, terms, and availability of funds.

Scope of Services

Services are required in four task areas. Tasks 1 through 3 include a list of mandatory services required in the fixed price cost estimate, as well as some optional services that may be requested by Hilltop and billed under the offeror's blended hourly rate specified in the Price Proposal.

Task 1: Maryland Medicaid Managed Care Rate Setting and Related Tasks

Maryland implemented [HealthChoice](#)—a statewide mandatory Medicaid and Children's Health Insurance Program (CHIP) managed care program—as a waiver of standard federal Medicaid rules, under authority of §1115 of the Social Security Act in 1997. Enrollment in HealthChoice is mandatory for most Medicaid participants except those dually eligible for Medicare and Medicaid, individuals in “spend-down” eligibility groups, individuals who require more than 90 days of long-term care services, individuals with rare and expensive medical conditions who choose not to participate, and several other special populations. As of March 2023, over 1.5 million Marylanders (86% of the Medicaid population) were enrolled in HealthChoice. Additional data on HealthChoice enrollment is available [here](#).

Nine managed care organizations (MCOs) currently participate in HealthChoice, representing a mix of national, local, and provider-owned health plans. The MCOs are at risk for most Medicaid

services except for the following that are carved out of the program: specialty behavioral health, dental, school health, certain high-cost drugs, 1915(c) waivers, and several other specialized services. Hilltop has worked with MDH since the program's inception to develop actuarially sound capitation rates for the program, with capitated payments currently totaling over \$7 billion annually. Participants with more than six months of HealthChoice eligibility are assigned to a diagnostic-based risk-adjusted rate cell using an analysis of their medical claims. Rates are risk-adjusted using the Johns Hopkins ACG® System health analytics software. New HealthChoice participants 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 special payment rates for individuals with HIV, pregnant women, and supplemental payments associated with delivery. The rate setting process includes some special programs that are reviewed and updated annually as needed, such as risk corridors, carve outs of very high-cost drugs, and supplemental payment incentive programs outside of the rates.

As Figure 1 shows, the HealthChoice rate setting process is a collaboration involving MDH, MDH's contracted auditing firm, Hilltop, and Hilltop's contracted actuarial firm. MDH oversees the HealthChoice program, establishing program policies and providing direction for program implementation. MDH engages Hilltop to manage the rate setting process and ensure that actuarially sound rates are delivered each year as required by CMS. MDH also contracts with a firm to audit the HealthChoice Financial Monitoring Reports (HFMRs), comprehensive financial reports submitted annually by the MCOs. Table 1 lists the content of the HFMR, which was developed by Hilltop and has been used for more than two decades to collect detailed financial information from the MCOs for use in rate setting. UMBC, on behalf of Hilltop, procures the services of an actuarial firm to provide additional rate setting expertise and knowledge of processes and developments in other states, perform statistical and trend analysis to support rate development and validate analyses performed by Hilltop, and to produce and certify actuarially sound annual capitation rates for the HealthChoice MCOs. The services requested in this solicitation will be the basis for producing actuarially sound capitation rates for calendar years (CYs) 2025 to 2029. Rates are effective January 1 of each year and are restated at midyear per [COMAR 10.67.04.19](#) to account for any policy changes as well as any updates to hospital payment rates under Maryland's all-payer hospital rate setting system.

Figure 1. HealthChoice Rate Setting Organizational Chart

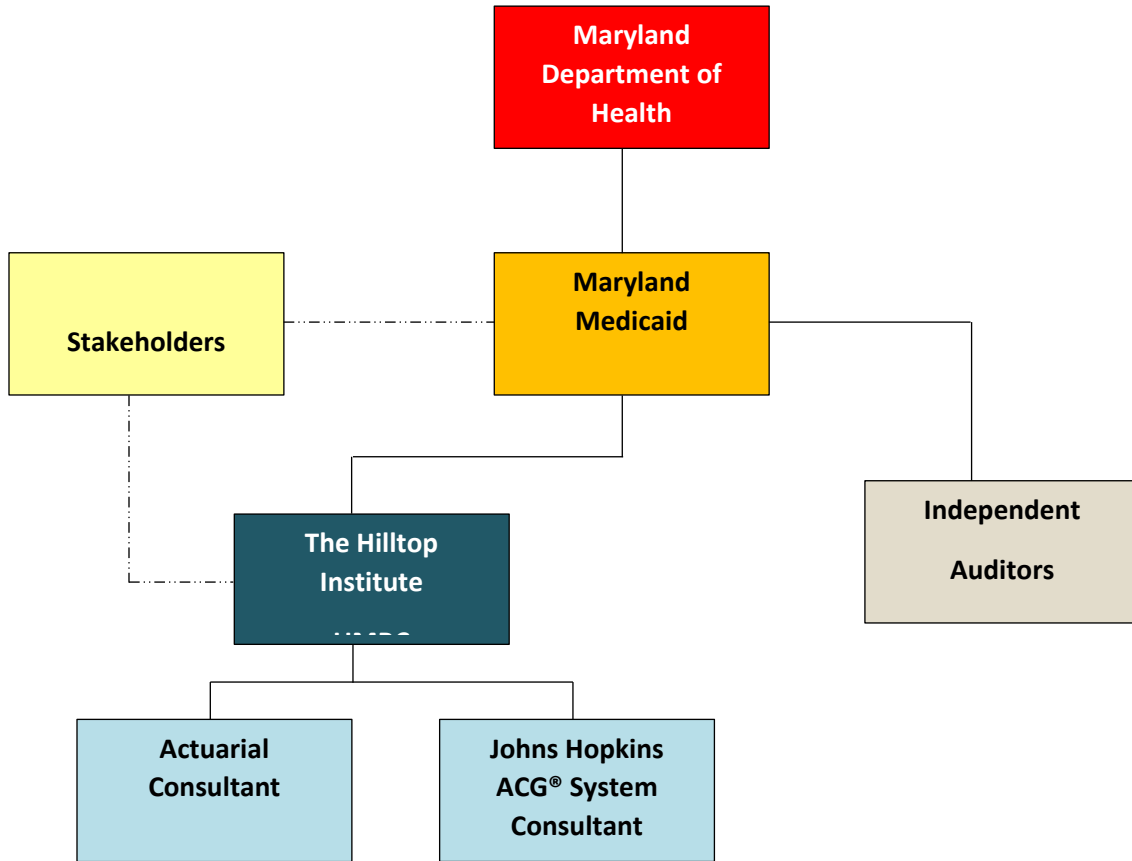
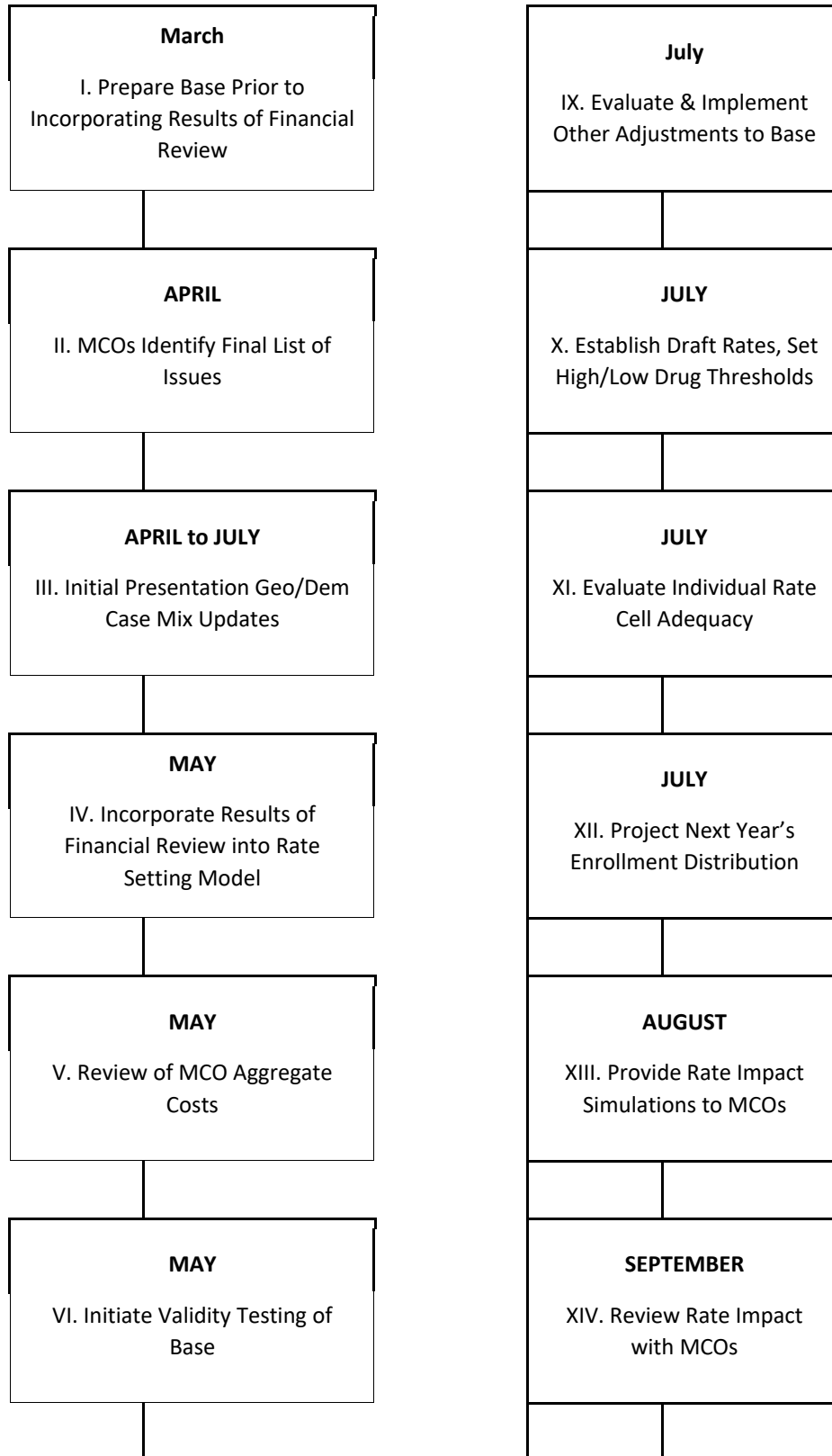


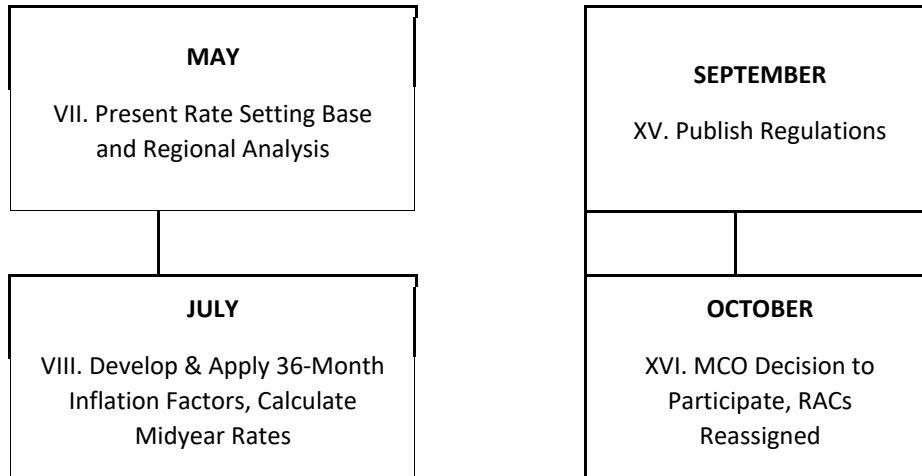
Table 1. Contents of the HealthChoice Financial Monitoring Report (HFMR)

Domain	Data Type
Age & Gender-Based Rate Cells	Member Months, Costs, Revenue, Utilization Units
Risk-Adjusted Cells (Using Adjusted Clinical Grouper)	Member Months, Costs, Revenue, Utilization Units
SOBRA/Pregnant Women & Children	Member Months, Costs, Revenue, Utilization Units
One-Time Delivery Supplemental Payments (Normal & Low Birth Weight)	Member Months, Costs, Revenue, Utilization Units
HIV and AIDS	Member Months, Costs, Revenue, Utilization Units

Maryland’s rate setting process is nationally recognized for its transparency and collaborative involvement of many stakeholders. As part of the process, Hilltop convenes and collaboratively manages seven or eight monthly stakeholder meetings during the annual rate setting cycle that include Maryland’s Deputy Secretary for Healthcare Financing/Medicaid Director and other MDH staff from various divisions within the Medicaid agency, representatives from the nine MCOs, Hilltop staff, actuarial firm staff, and staff from other relevant state agencies. Figure 2 shows the timeline and tasks for the annual rate setting cycle.

Figure 2. HealthChoice Rate Setting Timeline





The actuarial firm is required to perform the following tasks annually as part of the rate setting cycle.

Task 1.1 Developing and Adjusting the Base (November to June)

Hilltop will make the following data available to the firm:

- HFMRs, which include consolidated MCO financial information
- Encounter lag reports for trend development
- Maryland Medicaid enrollment projections
- Other data and analyses as needed to support program or base adjustments needed in the rate development process.

The firm will conduct the following activities to develop and adjust the base:

- a. Review base per member per month (PMPM) costs developed from the MCO-submitted HFMRs, including review of adjustments made by independent auditors and actuaries evaluating incurred but not reported claim reserves and review of adjustments made by Hilltop.
- b. Determine the appropriate base year of data to use. Historically, this was done on a three-year lag (e.g., CY 2017 base data were used for CY 2020 rates). However, underutilization due to the pandemic created challenges and required the state to use CY 2019 as the base for CY 2023 rates. The expectation is that the state will return to the three-year lag methodology.
- c. Develop managed health care trend estimates and administrative cost inflation estimates. This includes analysis of Maryland Health Services Cost Review Commission (HSCRC, Maryland’s all-payer hospital rate setting agency) hospital data to account for annual changes to hospital rates; HSCRC hospital trend 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 the entire trend data period, incorporate “claims lag” effects where appropriate; perform nullification of programmatic changes; separate encounter reporting improvement effects; itemize actual/observed and projected claims trends by cost trend and utilization trend components; separate identification of demographic shifts, aging, and morbidity effects, where necessary; and perform other such adjustments necessary to estimate pure medical inflation not affected by other factors (normalized).

- d. Incorporate population considerations in the development of trend estimates. With Medicaid eligibility redeterminations resuming in the spring of 2023 as part of the public health emergency unwinding, adjustments may need to be made to account for the expected decline in enrollment. As needed, this may include requesting additional MCO reported experience to accurately evaluate durational trends.
- e. Evaluate and develop specific adjustments to be applied to the base (e.g., programmatic changes, benefit carve-outs/carve-ins, legislative changes—both state and federal, and existing efficiency adjustments).
- f. Develop loading assumptions for administration, profit, and risk contingency that are consistent with the state’s goals.
- g. Develop relational modeling adjustments as needed for such factors as:
 - Changes in the software version of Johns Hopkins’ ACG® System to be used for categorizing health plan participants
 - Encounter data reporting changes
 - Aging and morbidity effects outside of the risk cell structure
 - Smoothed impacts on health plan revenue streams
 - Other standard issues addressed in prior years
- h. Review the consistency of Risk Adjusted Cells (RACs) as applied by Hilltop. With the exception of a few small population groups within the HealthChoice program and individuals new to HealthChoice, HealthChoice participants are assigned a RAC based on their Medicaid eligibility and health status determined using the Johns Hopkins ACG® System. This methodology adjusts the overall payment levels to MCOs, accounting for the mix of individuals they serve.
- i. Review regional analyses performed by Hilltop. This includes assisting Hilltop in evaluating issues related to expanding the current payment structure of three payment regions.
- j. Produce an annual "profit and loss” analysis at the rate cell, MCO, and regional levels.

Task 1.2 Mid-Year Adjustments and Certification (July to September)

The firm will revise the prior year’s rates (mid-year adjustments) for specific changes, including:

- a. Revise the rate schedule to reflect mid-year adjustments by HSCRC for inpatient and outpatient hospital rates.
- b. Revise the rate schedule to reflect mid-year adjustments as required by [HealthChoice regulations](#).
- c. Provide certified mid-year rates (if the change is significant enough that an updated certification is required). Otherwise, provide a letter explaining the changes that the state may submit to CMS.
- d. Provide final mid-year rate certification letters (including modifications to mid-year letters as needed) for CMS and the MCOs.

Task 1.3 Stakeholder Engagement (February to September)

The firm will participate in rate setting stakeholder meetings as follows:

- a. Participate in all stakeholder meetings during the rate setting cycle. Seven to eight meetings are anticipated each year with onsite participation possible for *two* meetings in Baltimore.
- b. Prepare and deliver the following presentations to the MCOs: 1) preliminary trends (and respond to follow-up questions from the MCOs regarding the presentation); 2) final trends and rate development; and 3) other presentations as requested.

Task 1.4 Supporting Analyses (Ongoing throughout Rate Cycle)

As requested, the firm will provide additional analyses to support the rate setting process:

- a. Provide consultation/review of Hilltop analyses, e.g., reviewing the “constant cohort” analysis examining the level of completeness of MCO encounters and reviewing modeling of benefit changes.
- b. Conduct peer review of analysis performed by Hilltop in response to issues raised by the MCOs.
- c. Adjust MCO rates to incorporate changes related to Maryland’s all-payer model for hospitals as approved by CMS.
- d. Assist Hilltop in estimating new MCO-specific efficiency adjustments not currently implemented to reflect the state’s expectations of plan-specific improvements in the health care delivery system.

Task 1.5 Finalize and Certify the Rates (July to October)

The firm will:

- a. Develop an actuarially sound range of rates for review by Hilltop and MDH.
- b. Provide certified calendar year rates.

- c. Provide final calendar year rate certification letters (including modifications to calendar year letters as requested) for CMS and the MCOs by October 1 of each year. This includes the Medicaid managed care consultation guide requested by CMS.
- d. Provide consultation on responses to any questions from CMS regarding the certification letters and consultation guide.
- e. Provide feedback on draft MCO contracts and changes to regulations.
- f. Provide the methodology documentation for Hilltop detailing the derivation of each rate cell, starting with category of service data, and including key assumptions (e.g., trend, operating costs, and profit load).

Task 1.6 Risk Mitigation/Corridors

MDH implemented risk corridors for CYs 2020, 2021, and 2022 to mitigate the effects of declines in utilization during the COVID-19 pandemic. Risk corridors were discontinued for 2023. The goal of the risk corridor was to temporarily protect both the MCOs and the state from uniquely uncertain financial results due to potentially volatile healthcare delivery conditions. This protection came from a two-sided methodology that stabilized financial results by accounting for both payments from the MCOs back to the state and vice versa. While the reinstatement of a risk corridor is not expected in the near future, if one is adopted, the firm would be expected to support its administration as outlined below.

The risk corridor for CY 2022 is provided below for illustration (Table 2). Rates for CY 2022 included 1.3% of gross premium for profit and 0.3% for contingency leading to a total of 1.6%. The combined ratio is defined as 100% minus 1.6% or 98.4%. An “aggregate trigger” combined ratio is first calculated based on the experience of all MCOs. This is used to calculate MCO-specific risk corridor payments. The variances beyond corridor A are allocated pro rata between the state and the MCO.

Table 2. Sample Risk Corridor Parameters

Band Label	Risk Corridor Band	MCO Share	State/Federal Share
Corridor C+	Less than 95.29%	50%	50%
Corridor B+	95.30% - 96.79%	75%	25%
Corridor A	96.80% - 100.0%	100%	0%
Corridor B-	100.01% - 101.50%	75%	25%
Corridor C-	Greater than 101.51%	50%	50%

The firm will:

- a. Provide consultation and modeling on the structure of the risk corridor(s).
- b. Verify the calculations of combined ratios and resultant MCO-level payments on a preliminary, quarterly basis.

- c. Compute final combined ratios and payments from the final audited HFMR.
- d. Respond to questions from MCOs about the calculations.
- e. Review for accuracy letters prepared by MDH to MCOs communicating payments.

Task 1.7 High-Cost, Low-Utilization Drugs (July to August)

In CY 2021, MDH implemented a program to annually review high-cost, low-utilization drugs coming onto the market and being used by HealthChoice participants. Beginning in CY 2021, drugs expected to cost more than \$400,000 per utilizer per year were carved out of the capitated rates. MCOs invoice these costs to MDH on a quarterly basis for reimbursement. The firm will:

- a. Collaborate with Hilltop to annually produce reports on high-cost drug utilization in the HealthChoice population for MDH to use in developing a threshold for carved-out drugs.
- b. Incorporate into pharmacy trend development the impact of the introduction of new drugs and the removal of patent protection from existing drugs.
- c. Calculate a +/- 2% transitional reconciliation corridor payments for Hepatitis-C drugs for each MCO. This program began in 2021 when Hepatitis-C drugs were carved into the rates.
- d. Assist in isolating the costs of burgeoning specialty drugs.
- e. Perform other related tasks as requested.

Task 1.8 Incentives and Special Programs (Ongoing throughout Rate Cycle)

MDH periodically seeks to develop new or reconfigure existing incentives and special programs for HealthChoice MCOs to promote health, address health equity and disparities, and/or further the goals of Maryland's Total Cost of Care Model. The Rural Access Incentive program provides additional funding for MCOs serving members in underserved rural areas, although MDH is considering phasing out this program. Funds allocated by the state for the [Population Health Incentive Program](#) (PHIP) reward MCOs for performance on certain health promotion measures. Hilltop is currently collaborating with MDH on development of a socioeconomic disadvantage index (SDI) that would provide additional resources to MCOs with especially vulnerable populations to address health inequities. For the Maryland Quality Improvement Program (M-QIP), Hilltop supports MDH in reviewing and certifying payment rates to University of Maryland faculty consistent with common commercial carriers' rates. For the Maryland Primary Care Program ([MDPCP](#)), MDH is developing a strategy for Medicaid alignment to promote care coordination by primary care practices participating in HealthChoice. MDPCP is a component of Maryland's Total Cost of Care Model and currently targets Medicare beneficiaries only.

The firm will:

- a. As requested, provide consultation on the design of new incentives and special programs, including methodology development, modeling program impacts, and presenting models to stakeholders.

- b. For the programs cited above and any new incentive programs implemented during the term of this contract, provide consultation on methodology design and updates, modeling program impacts, presenting models to stakeholders, calculating and managing incentive payments, responding to questions from federal and state agencies, and monitoring program impact and performance.

Task 1.9 RAC Review and Reassignment (July to November)

Hilltop annually updates the assignment of members to a “risk-adjusted cell” (RAC) using updated data with a two-year lag. That is, for rates effective in CY 2024, data from CY 2022 will be used. To allow for ample claims run out, both FFS and MCO data will be run in early July. The reassignment will not be shared with MDH until October to allow for changes in member months and for members changing their coverage to a different MCO. MDH assists in checking data quality (e.g., duplicates) and is scheduled to make the first prospective payment in November for the next January. The firm will:

- a. Annually evaluate profitability by RAC-assignment and category of aid for rate adjustment.
- b. Assist Hilltop in evaluating the ACG mappings to RAC rate cells every three years. This will include an evaluation of both the diagnosis-based and demographically based components of the ACGs.

Task 1.10 Project Management (Ongoing throughout Rate Cycle)

The firm will:

- a. Participate in virtual weekly planning meetings as directed by Hilltop. Hilltop will set the cadence and agendas for these meetings. Meetings may be held more frequently during the busy rate setting season and less frequently off-cycle.
- b. Submit monthly progress report to Hilltop detailing work activities.
- c. Provide general consultation on project management.
- d. At the end of the period of performance, assist the new contractor as needed to ensure a smooth transition in actuarial support.

Task 1.11 Additional Services

Under this contract, the actuarial firm may be requested to perform the following services on an as-needed basis that would be billed separately from the fixed price services described in Tasks 1.1-1.10 above. The Offeror must state their ability to perform these services. The costs for these services are to be invoiced using the blended hourly rate indicated in the Price Proposal. The contractor will submit a scope of work and estimated hours for approval by Hilltop prior to commencing the work.

Optional services may include:

- a. Provide actuarial guidance on legislative studies required of the Medicaid program.
- b. Conduct analyses to assess proposed rate setting innovations and perform material modifications to the existing rate setting methodologies.
- c. Conduct new types of analyses not used in prior years or specifically outlined above.
- d. Make any material methodological changes needed to revise rate schedules after the final rate presentation to the MCOs (this excludes mid-year adjustments).
- e. Attend additional onsite meetings over the number planned above.
- f. Conduct additional research or analysis to address unanticipated health plan issues after the final meeting of the annual rate setting cycle.
- g. Provide additional ad hoc services and analyses as requested by Hilltop.

Task 2: Medicaid Rate Development for Maryland PACE

Maryland first implemented its Program of All-Inclusive Care for the Elderly (PACE) in 2003. Historically, enrollment in the program has been low, with approximately 140 enrollees as of April 2023 residing in the Baltimore City area and only one PACE provider organization. The PACE population in Baltimore City is predominately 65 years and older, dually eligible, for Medicare and Medicaid, black, and female. MDH is currently seeking to expand the PACE program, adding new PACE organizations in 2023 and 2024 and an additional 600 participants in West Baltimore, Montgomery County, and Prince George’s County. The state hopes to continue to expand the program in future years.

Hilltop has been developing annual PACE rates using the same methodology since 2008. Because the program has historically been small and centered in Baltimore City, rates were based on FFS-equivalent experience for similar Medicaid participants residing in Baltimore City, aged 55 and older, and requiring a nursing facility level of care (NFLOC). With the program’s expansion into new regions, Hilltop is seeking consultation from an actuarial firm on incorporating best practices for developing capitation rates across multiple regions, data analyses to estimate FFS-equivalent experience, and fiscal reporting requirements for PACE organizations. Additionally, as the state expands the PACE program, Hilltop will seek guidance on collecting high quality encounter data from PACE organizations for future rate setting methodologies. During the encounter data collection infrastructure development, a PACE financial monitoring report (PFMR) will be developed and implemented.

The actuarial firm will be required to perform the following services:

Task 2.1 PFMR Development and Review

- a. Provide consultation to Hilltop on development and implementation of a template for the PFMR that will provide comprehensive financial data for monitoring PACE program performance and developing rates.

Task 2.2 Collecting Encounter Data

- a. Provide consultation to Hilltop on collecting, validating, and analyzing encounter data from PACE organizations building on best practices from other states and taking into account limitations posed by the MDH Medicaid Management Information System (MMIS) and other available IT platforms.

Task 2.3 Set the Base

- a. In consultation with Hilltop, review available experience data to determine and set an appropriate base and the “Amount that Would Otherwise Have Been Paid” (AWOP), including geographic region, eligibility, and NFLOC criteria.

Task 2.4 Methodology Development

- a. In consultation with Hilltop, develop the methodology for the rates, including determining adjustments to the base, developing the institutional mix, and developing the trend factors.

Task 2.5 Finalize the Rates

- a. In consultation with Hilltop, produce a final rate development memorandum and final rates in a format that MDH may submit to CMS. Draft rates are due to MDH by October 1 of each year, and final rates are due November 15.
- b. Assist Hilltop/MDH as needed to respond to questions about the rates from CMS.

Task 2.6 Project Management

The firm will:

- a. Participate in virtual planning meetings as directed by Hilltop. Hilltop will set the agendas and cadence for these meetings. Meetings may be held more frequently during the busy rate setting season and less frequently off-cycle.
- b. Submit monthly progress reports to Hilltop detailing work activities.
- c. Provide general consultation on project management.
- d. At the end of the period of performance, assist the new contractor as needed to ensure a smooth transition in actuarial support.

Task 2.7 Additional Services

The actuarial firm may be requested to perform additional services on an as-needed basis that would be billed separately from the fixed-price services described in Tasks 2.1-2.6 above. The Offeror must state their ability to perform these services. The costs for these services are to be

invoiced using the blended hourly rate indicated in the Price Proposal. The contractor will submit a scope of work and estimated hours for approval by Hilltop prior to commencing the work.

Optional services may include:

- a. Provide research/insights from other states that have expanded PACE and rate setting methodology impacts.
- b. Provide actuarial guidance on the quality of encounter data and usability for rate setting activities.
- c. Provide additional ad hoc services and analyses as requested by Hilltop and/or MDH.

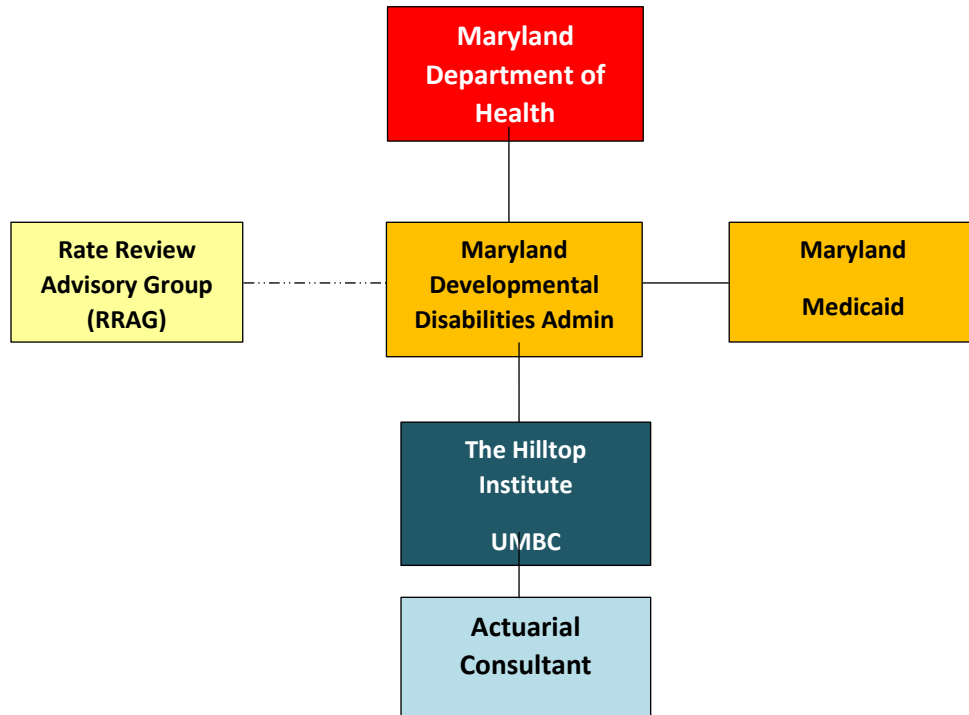
Task 3: Rate Development for Medicaid HCBS Developmental Disabilities Waiver Programs

Overview

Under this contract, annual rate development is required for the *LTSS Maryland* FFS payment system used by three Maryland Medicaid HCBS §1915(c) waiver programs [administered by the Developmental Disabilities Administration \(DDA\)](#): Community Supports, Community Pathways, and Family Supports.

The DDA within MDH contracts with Hilltop to provide consultation and analysis to support rate development for the three waiver programs and produce final rates each year. UMBC/Hilltop in turn contracts with an actuarial firm for actuarial support; consultation on general ledger (GL) data collection from providers; collaboration on rate review, development, and monitoring; and production of annual payment rates by service for submission to MDH/DDA. In addition, Hilltop and the actuarial firm assist MDH/DDA with the management of the [Rate Review Advisory Group \(RRAG\)](#), including strategy development for stakeholder engagement, meeting planning, and performing and presenting supporting research and analysis. Figure 3 provides an organizational chart.

Figure 3. Organizational Chart for DDA Rate Review and Development



Background on DDA Rate Systems

DDA continues to actively implement a transformation plan to align policies and funding processes to create a flexible, person-centered, and family-oriented system of support. Activities include building [LTSSMaryland](#), an advanced information technology platform to support efficient processes for coordination, delivery, and payments while transitioning from a prospective payment model to an FFS payment model. DDA currently operates two systems, Provider Consumer Information System (PCIS2) (historical rate and prospective payment methodology) and [LTSSMaryland](#) (new rate and FFS payment methodology) and is actively engaging providers to support the full transition to [LTSSMaryland](#).

The legacy [PCIS2 payment system](#) was launched by DDA in 2001 and supports services funded by DDA under its Fee Payment System (prospective payment system) for licensed providers. Development on the DDA functionality in [LTSSMaryland](#) began in 2016 to support transformation to an FFS payment model. As required by legislation in 2014, DDA completed a cost and rate study, resulting in the adoption of the Brick™ method for assessing cost components and establishing FFS rates. Beginning with case management functionalities and eligibility in 2018, DDA has been transitioning and piloting service authorization and payment functionality in [LTSSMaryland](#).

Under the Brick method, the rate for each service is built from a base wage that is derived from wage data published by the U.S. Bureau of Labor Statistics (BLS). Other components of the rate (i.e., employee-related expenses, facility expenses, program support, and transportation) are

calculated as a percentage of the base wage. The BLS base wage and component percentages are reviewed and adjusted consistent with cost data and other factors during rebase years, which are to occur approximately every three years. Comprehensive rebasing has not been performed since the Brick method was initiated.

Currently about 235 providers participate in the DDA HCBS waiver programs. As of April 2023, approximately one-third of the DDA providers have transitioned to *LTSSMaryland* and are participating in the new FFS payment system. DDA has announced that providers should transition to *LTSSMaryland* no later than September 1, 2024, to ensure all billing is successfully completed in *LTSSMaryland* by the deadline of December 31, 2024. [Senate Bill 796/2020](#) provides guidelines for the transition.

Stakeholder Engagement

In CY 2022, MDH/DDA initiated the RRAG to advise on the development and maintenance of DDA rates. The RRAG provides for stakeholder engagement in examining key components of the rate methodology and externalities that impact the rate development process, such as policy, program, and operational changes, as well as the evolution of the DD population, their service needs, and best practices in DD service delivery. The RRAG’s role is limited to advising MDH/DDA. Members are appointed by the MDH Secretary and represent a diverse group of stakeholders. The RRAG is governed by a [charter](#). Meetings are convened monthly from January through August of each calendar year for the purpose of soliciting feedback on proposed rate changes for the upcoming fiscal year. MDH must submit final rates to the Maryland Department of Budget and Management by September for the fiscal year that begins the following July 1.

Rate Development Schedule

There are two distinct cycles of operation, depending on whether MDH is in a review year, or a rate rebase, which will include a comprehensive review of all rates and services. Rate rebasing for HCBS waivers typically occurs on a 3- to 5-year cycle. Table 3 details the annual rate development cycle with scheduled tasks by month.

Table 3. DDA Annual Rate Cycle

Months	Annual Rate Review Tasks	Additional Rate Rebase Year Activities
January/February	<ul style="list-style-type: none"> • Start of Rate Review Cycle • With the RRAG, Identify Policy/Program Issues for Consideration During the Cycle • Begin Data Gathering for Prioritized Issues 	<ul style="list-style-type: none"> • Final Aggregation of General Ledger Data submitted in prior September • Map out Timeline for More Extensive Analyses

Months	Annual Rate Review Tasks	Additional Rate Rebase Year Activities
March	<ul style="list-style-type: none"> • Solicit RRAG Feedback on Prioritized Issues and Potential Modifications to Rate Methodology 	
April	<ul style="list-style-type: none"> • Present Preliminary Analyses of Prioritized Issues and Potential Rate Impact to the RRAG 	<ul style="list-style-type: none"> • Present Adjusted Base Data, including Impact of Issues of Interest • Consider Impact of Population Changes on Base Data and Rate Structure
May	<ul style="list-style-type: none"> • Present Draft Market Trends to the RRAG • Present Draft Policy/Program Change Impacts and Draft Rate Structure to the RRAG 	<ul style="list-style-type: none"> • Present Individual Provider Impact Analysis Structure
June	<ul style="list-style-type: none"> • Present Final Market Trends to the RRAG • Present Final Rates to the RRAG 	<ul style="list-style-type: none"> • Collect Provider Impact Analysis • Begin Provider Impact Data Verification
July	<ul style="list-style-type: none"> • Consult with MDH on Rates and Budget Planning for Next Fiscal Year 	<ul style="list-style-type: none"> • Finalize Provider Impact Analysis Data Verification • Begin Final Individual Provider Impact Analysis
August-September	<ul style="list-style-type: none"> • Prepare Provider Impact/Budget Simulations and Funding Analysis for MDH • MDH Finalizes Budget for Next Fiscal Year and Submits Rates to Maryland Department of Budget and Management 	<ul style="list-style-type: none"> • Continue Final Individual Provider Impact Analysis • Present Final Individual Provider Impact Analysis • Receive Final Feedback on Rates
October-November	<ul style="list-style-type: none"> • Assess Any Outstanding Issues with MDH/DDA • Planning for the Next Rate Cycle 	

Data Collection from Providers

To improve data collection from providers to inform rate development, Hilltop is developing a process for collecting GL data from providers beginning with fiscal year (FY) 2024. The GL template requests detailed data on provider costs when delivering DDA Medicaid services, including direct care staff, employment-related expenses, program support, facility, transportation, training, and general and administrative costs. Hilltop expects to have clean and aggregated FY 2024 data from approximately 118 providers participating in the *LTSSMaryland* FFS system by December 31, 2024, with data collection for subsequent years on a similar cycle. DDA has announced that GL data submission will be required for all providers. Many of the providers are small with unsophisticated accounting systems, so compliance, data completion, and quality cannot be ascertained at this time. Hilltop leads the GL data collection effort but will require ongoing consultation from the actuarial firm to ensure to the greatest extent possible that the data collected will meet the firm’s needs for rate development.

Table 4 is the schedule for GL data collection and highlights the years in which rebasing is anticipated to occur. Rates going into effect in FY 2027 are tentatively scheduled to be rebased by Hilltop and the actuarial firm during the CY 2025 rate development cycle using FY 2024 GL data from providers. Following the determination of the next rate rebase year, rebasing is anticipated to occur every three years, with the next rebase likely during the CY 2028 rate development cycle for rates that go into effect in FY 2030.

Table 4. Schedule for General Ledger Data Collection and Rebasing

Year	Timeline	Tasks
CY 2023	07/01/23	Providers begin FY 24 GL data collection
CY 2024	1/1/24-7/31/24	Actuarial firm uses various data sources to develop FY 26 rates
	06/30/24	Providers complete FY 24 GL data collection
	07/01/24	Providers begin FY 25 GL data collection
	08/01/24	MDH submits FY 26 rates to DBM
	09/01/24	Deadline for providers to send FY 24 GL data to Hilltop
	12/31/24	Hilltop completes cleaning/aggregation of FY 24 GL data
CY 2025	1/1/25-7/31/25	Actuarial firm uses FY 24 GL data for rebasing FY 27 rates
REBASE YEAR	06/30/25	Providers complete FY 25 GL data collection
	08/01/25	MDH submits (rebased) FY 27 rates to DBM
	09/01/25	Deadline for providers to send FY 25 GL data to Hilltop
	12/31/25	Hilltop completes cleaning/aggregation of FY 25 GL data
CY 2026	1/1/26-7/31/26	Actuarial firm uses FY 25 GL data for developing FY 28 rates
	06/30/26	Providers complete FY 26 GL data collection
	08/01/26	MDH submits FY 28 rates to DBM
	09/01/26	Deadline for providers to send FY 26 GL data to Hilltop
	12/31/26	Hilltop completes cleaning/aggregation of FY 26 GL data
CY 2027	1/1/27-7/31/27	Actuarial firm uses FY 26 GL data for developing FY 29 rates
	06/30/27	Providers complete FY 27 GL data collection
	08/01/27	MDH submits FY 29 rates to DBM
	09/01/27	Deadline for providers to send FY 27 GL data to Hilltop
	12/31/27	Hilltop completes cleaning/aggregation of FY 27 GL data
CY 2028	1/1/28-7/31/28	Actuarial firm uses FY 27 GL data for rebasing FY 30 rates
REBASE YEAR	06/30/28	Providers complete FY 28 GL data collection
	08/01/28	MDH submits (rebased) FY 30 rates to DBM
	09/01/28	Deadline for providers to send FY 28 GL data to Hilltop
	12/31/28	Hilltop completes cleaning/aggregation of FY 28 GL data

The actuarial firm will be required to perform the following services related to rate development for DDA waiver services:

Task 3.1. RRAG Stakeholder Meetings

The RRAG meets virtually each month from January to August each year. The firm will be required to:

- a. Advise on strategic planning for the RRAG.
- b. Assist with meeting planning and developing meeting agendas and presentations.
- c. Virtually attend the RRAG meetings, with potential in-person meetings one to two times per year.
- d. Present to the RRAG as requested on rate development topics and analyses.
- e. Assist with RRAG inquiries and requests for information raised during meetings.
- f. Review/analyze data and program policy changes that may impact rates and present findings to DDA and the RRAG.

Task 3.2. Data Collection from Providers

- a. Annually review the GL template and reporting instructions developed by Hilltop and offer guidance/suggestions for improvement and enhancement.
- b. During each rate review cycle, identify additional data points needed to address priorities established by MDH and the RRAG; develop, administer, and analyze data collected with ad hoc data templates to inform data driven changes to the rate model. One or two ad hoc data collection efforts are anticipated for each rate cycle.

Task 3.3. Rate Development

In consultation with Hilltop, the firm will be required to use the GL data described in Task 3.2 above, along with other data sources as needed, to produce an updated rate model by August 1 each year. Rate development tasks include:

- a. Analyze expenditures and review utilization.
- b. Develop an expenditure profile model including exception and one-time expenditures.
- c. Conduct an actuarial comparison of cost vs. expenditure reimbursement.
- d. Develop a combined rebase model for services using BLS standard wages.
- e. Complete provider impact analyses.
- f. Conduct an actuarial comparison of other states' reimbursement rates.
- g. Update the rate model using cost data and program change listing from DDA.

Task 3.4 Rebasing Base Wages in the Rate Model

Rebasing is planned twice during the contract period, during the CY 2025 and 2028 rate cycles (see Table 4). The firm will:

- a. Analyze the BLS wage component for each waiver service to determine appropriate adjustments.
- b. Using GL data, analyze the other components of the rate for each service to determine whether adjustments in percentage allocations are warranted.

- c. Make other adjustments to the rates for individual services consistent with policy and program changes.
- d. Recommend changes to the underlying rate assumptions and methodology if deemed appropriate based on a data-driven review.
- e. Produce rebased rates for review by DDA by July 1.

Task 3.5 Project Management

The firm will:

- a. Participate in virtual weekly planning meetings with Hilltop and DDA as directed by Hilltop. Hilltop and/or DDA will set the agendas and cadence for these meetings.
- b. Participate in ad hoc virtual meetings to address high priority issues as requested.
- c. Submit monthly progress report to Hilltop detailing work activities and deliverables.
- d. Provide general consultation on project management.
- e. At the end of the period of performance, assist the new contractor as needed to ensure a smooth transition in actuarial support.

Task 3.6 Additional Services

The actuarial firm may be requested to perform additional services on an as-needed basis that would be billed separately from the fixed-price services described in Tasks 3.1-3.5 above. The Offeror must state their ability to perform these services. The costs for these services are to be invoiced using the blended hourly rate indicated in the Price Proposal. The contractor will submit a scope of work and estimated hours for approval by Hilltop prior to commencing the work.

Optional services may include:

- a. Management and analytics to support subgroups of the RRAG to examine and model issues of concern.
- b. Additional ad hoc services and analyses as requested by Hilltop, DDA, and/or MDH.

Task 4: On-Call Actuarial Services

Hilltop periodically undertakes projects sponsored by a variety of clients that require actuarial services. Examples of such projects may include:

- Research and project demographic and industry trends related to health services utilization and costs.
- Develop payment, financing, attribution, and shared savings models for public insurance programs such as Medicaid, CHIP, and qualified health plans (QHPs).
- Estimate the effects of proposed policies or reforms on insurance premiums or health plan risk.

- Develop and perform cost-benefit and return-on-investment analyses.
- Develop, verify, and/or validate risk-adjusted capitated payment rates for special programs.
- Verify and/or validate mathematical models, computations, and statistical analyses developed by Hilltop staff and/or performed jointly with Hilltop staff.
- Certify payment rates for special programs for CMS.
- Conduct analyses and/or certification required by various federal waiver applications, such as 1115 and 1332 waivers.

Actuarial services such as these may be required under grants and contracts awarded to UMBC/The Hilltop Institute during the period of performance for this contract. The exact scope and nature of the actuarial services is not known at this time. UMBC anticipates that grants and contracts requiring actuarial services may be awarded by a variety of clients, such as Medicaid and various other divisions within MDH, the Maryland Health Benefit Exchange, other state agencies, federal agencies such as CMS, research organizations, and/or foundations. As projects are approved and funding becomes available, UMBC will negotiate with the Offeror the scope of work and budget for task orders for each project. These projects will be billed separately from the fixed price services described in Tasks 1-3 above. The Offeror must state their ability to perform the types of services listed above.

On-call services are to be billed based on an approved budget using hourly labor rates specified in the Price Proposal. The budget for individual task orders may not exceed \$200,000. The aggregate value of task orders awarded in a contract year may not exceed \$200,000.

Section II Submission Requirements

1. Proposal Submissions

Responses to RFP #BC-21332-L are to consist of the following:

1. **Technical Proposal:** Submission of your firm's Technical Proposal to Technic.wjcrs2ffdb13iete@u.box.com
2. **Price Proposal:** Submission of your firm's price proposal to Price.P.vjylf9dggc9k84mz@u.box.com
3. **Interview:** A virtual interview is required with those firms that are shortlisted following the evaluation of Technical Proposals. It is anticipated that one-hour interviews will be conducted on Tuesday, October 24, 2023. Offerors should set this date aside to avoid conflicts. The proposed Key Personnel identified in the Technical Proposal will be expected to attend the virtual interview.
4. **Best and Final Offer (Shortlisted firms only):** Submission of your firm's BAFO to the UMBC address provided by invitation. Anticipated price proposal due date is Friday, November 3, 2023.

2. Technical Proposal Requirements

The Technical Proposal shall not exceed forty (40) pages in length. The page limitations do NOT apply to any attachments listed in this section or supplemental documentation such as resumes.

1. **Cover Letter**
2. **Statement of Approach**

The Offeror is to provide a narrative describing how its proposed services will meet or exceed each of the requirements of the scope of work. The Offeror is to provide an approach that addresses specific methodologies and techniques to be used in complying with both Mandatory Requirements and Optional Services. 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 should be in sufficient detail to permit proper evaluation by UMBC.

3. Work Plan and Deliverables

The Offeror is to provide a detailed work plan/timeline and deliverables schedule for Tasks 1-3. This should include both the steps and timeframe needed for the firm to become fully operational with respect to this work during the first 12-month contract term.

4. Management Plan

The Offeror shall describe how the tasks in the scope of work will be managed. The Management Plan should include an organizational chart showing the organization and reporting relationships for key project personnel and any subcontractor(s), as well as a description of project management and control mechanisms. The Management Plan should also discuss 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, MDH, and stakeholders.

5. Problem Escalation Procedures

The Offeror shall include a Problem Escalation Procedure that includes, at a minimum, names, titles, and contact information of individuals to be contacted by The Hilltop Institute's Contract Monitor should problems arise under the Contract and explain how problems with work under the Contract will be escalated in order to resolve any issues in a timely manner.

6. Business Associate Agreement

Work required under this contract involves analysis using protected health information (PHI) consisting of Maryland Medicaid eligibility files, claims, encounters, and provider data, as well as possibly other sensitive data. The Offeror must agree to be a business associate to UMBC. A signed business associate agreement (Attachment 1) is required as part of the bidder's submission. The offeror must inform UMBC of any subcontractors who will have access to PHI under this contract.

7. Data Management Plan

The bidder must submit a data management plan (Attachment 2) that details the bidder's policies and procedures for receiving and managing PHI and other sensitive data.

8. Offeror Qualifications and Capabilities

Offerors must submit information on prior experience in providing actuarial services to state Medicaid programs and other similar engagements, including prior experience of the firm as well as designated Key Personnel.

The firm must have significant prior experience with developing and certifying for actuarial soundness Medicaid managed care rates, developing provider rates for FFS Medicaid programs, developing risk-adjusted payment methodologies, and compliance with CMS rules and regulations pertaining to managed care and FFS rate development and certification. Prior experience in developing Medicaid capitated rates for PACE programs and FFS rates for Medicaid programs and services for persons with developmental disabilities is a plus, as well as experience in working on Medicaid provider rate review and development in a number of different states.

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

1. Firm Experience

Using the form in Attachment 3, list three (3) engagements similar in size and scope to the services requested in this RFP. At least two of the three, and preferably all three, should be with a public university or federal or state agency and should be within the last three (3) years. The project submission shall include the following:

- Project name and location
- Sponsor, contact person, email address, and telephone number
- Project start date and completion date
- Project description/scope of services
- Dollar value of the contract
- Firm's role in the project
- Names of key personnel who were involved in the project and their assigned role
- Similarities of the project to the scope of services in this RFP

2. Firm References

Using the form in Attachment 4, provide three (3) references who can attest to the Offeror's experience and capabilities. References may be inclusive of those included in Attachment 3.

3. Key Personnel

Using the form In Attachment 5, the Offeror must designate the Project Director and other Key Personnel for this project, including the following information on each and appending C.V.s:

- Educational background
- Employment background including positions held and duration
- Prior relevant project experience and the role on those projects
- The estimated percentage of time on this project.

The Project Director must be a direct employee of the Offeror and will be Hilltop's primary point of contact and with whom Hilltop will directly work.

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

4. Financial Stability of the Offeror

Using the form in Attachment 6, the Offeror must attest to financial solvency and the financial ability of its organization to handle the requirements of this contract. Further, the Offeror should provide information on any current public notices pertaining to the financial position of the firm and/or any outstanding judgments, lawsuits, or mergers/acquisitions in process or under consideration. UMBC reserves the right to request audited financial statements for the past three (3) years to validate the firm's responses.

9. Conflicts of Interest

Using the form in Attachment 7, the Offeror must disclose any contractual relationships of the Offeror, its parent organization (if applicable), and any subsidiaries of the Offeror or its parent organization within the past three years with Maryland state agencies that oversee, operate, and/or regulate medical and health-related organizations and/or programs; Maryland Medicaid MCOs or their parent organizations; associations representing Maryland Medicaid MCOs, PACE providers active in Maryland, and/or developmental disabilities provider organizations active in Maryland; or Maryland health care systems and/or hospitals. Disclose the name of the entity, the contract period of performance, the contract value, a brief description of the nature of the work, and project personnel who are involved in this work and would be engaged in work requested under this RFP. Discuss potential conflicts of interest and how these will be managed.

10. Acknowledge Receipt of Addenda

The bidder must acknowledge receipt of solicitation addenda using the form found in Attachment 8.

11. Signed Bid Proposal Affidavit (Attachment 9)

Section III

Evaluation Process

UMBC's Evaluation and Selection Committee will review and evaluate all Technical Proposals deemed to satisfactorily address the requirements in this RFP. The Committee will recommend to the UMBC Procurement Officer award of the contract to the Offeror whose submission is determined to be the most advantageous to UMBC and the state of Maryland based on the results of their evaluation and in accordance with the University System of Maryland Procurement Policies and Procedures. Technical merit will be given greater weight than cost in the final ranking. The Procurement Officer retains the discretion to examine all factors to determine the award of the contract. The goal is to contract with the firm that provides the best overall value to UMBC.

Technical Proposal Evaluation Criteria

1. Soundness of Technical Response to Scope of Work Requirements, Work Plan, and Management Plan

Demonstrated understanding of the scope of work requirements, mastery of the subject matter, and experience with Medicaid managed care and FFS rate review, development, and certification for actuarial soundness. A clear explanation of how the work will be managed and carried out to meet expectations and be completed within the required timeframe and available resources.

2. Offeror Qualifications and Capabilities

Demonstrated prior experience in performing Medicaid managed care rate setting and risk adjustment; PACE program rate setting for Medicaid; FFS rate review and development for Medicaid programs and providers; and actuarial analysis and modeling to inform state health policy and guide the development of new health care financing and delivery programs. Experience with large data sets such as health plan financial data, Medicare and Medicaid claims data, hospital discharge records, provider general ledgers, and nursing home assessment data. Demonstrated knowledge of and compliance with policies and procedures to ensure the privacy, security, and integrity of confidential data and compliance with Health Insurance Portability and Accountability Act (HIPAA) regulations. Comprehensive knowledge of federal Medicaid managed care rules, the Affordable Care Act (ACA), and other federal and state Medicaid rules and regulations. Experience in working with a number of different state Medicaid programs and diverse stakeholders, including federal and state policymakers and representatives from health plans and advocacy organizations. Prior experience with the Maryland Medicaid program and the Maryland all-payer hospital system and Total Cost of Care Model as demonstrated through past performance is a plus.

3. Key Personnel Experience and Qualifications

Evidence of satisfactory staffing levels and skill mix to perform required work and relevance of experiences to the scope of work. A competent senior-level Project Manager capable of effectively collaborating with Hilltop, directing the firm’s team, managing complex and quick turn-around actuarial studies, and interacting with diverse groups of stakeholders.

Technical Proposal Evaluation Criteria Weight

Section	Criteria	Weight
Technical	Soundness of Technical Response	50%
Technical	Offeror Qualifications	25%
Technical	Key Personnel	25%

Price Proposal Evaluation Criteria

Price evaluation will be based upon the Total of Base Year plus all Option Years for Mandatory Requirements and the Total Base Year plus all Option Years for Additional Services. Rates submitted for On-Call Services are considered informational only and not included in the Price Evaluation.

Pricing will be evaluated using the following formula:

$$\frac{(\text{Highest Proposed Value} - (\text{Proposed Value} - \text{Lowest Proposed Value}))}{(\text{Highest Proposed Value} / \text{Criterion Weight})} = \text{Weighted Score}$$

Evaluation Matrix

Section	Criteria	Weight
Pricing	Mandatory Requirements	90%
Pricing	Additional Services	10%

SECTION IV GENERAL INFORMATION

4.1 Due Date and Time

The Technical and Price Proposals shall be submitted via email to the Box address provided in the Solicitation schedule with the email time log no later than the date and time indicated in the Solicitation Schedule.

Best and Final Offers (BAFO) will only be requested from those proposers who are shortlisted following the Second Phase Technical Evaluation per the RFP. The due date for BAFOs will be set upon completion of the technical evaluation, however, the University anticipates the BAFO due date to be as provided in the Solicitation Schedule.

Proposers shall allow sufficient time in submitting responses to the RFP to ensure timely receipt by the Issuing Office via the Box site. Proposers should receive an automatically generated verification from Box when the file has successfully uploaded. Proposers that do not receive verification should immediately contact the Issuing Office to confirm that their response has been received. Proposals or unsolicited amendments to proposals arriving after the due date and time will not be considered.

4.2 Late Proposals

Any proposal, request for modification, or request for withdrawal that is not received at the designated location, time, and date set forth in the Solicitation Schedule will be deemed late and will not be considered. Delivery of the proposal to the specified location at the prescribed time and date is the sole responsibility of the proposer.

4.3 Multiple/Alternative Proposals

Proposers may not submit more than one (1) proposal nor may proposers submit an alternate to this RFP.

4.4 Modifications and Withdrawals of Proposals

Withdrawal of, or modifications to, proposals are effective only if written notice is filed to the Issuing Office prior to the time proposals are due. A notice of withdrawal or modification to a proposal must be signed by an officer with the authority to commit the company.

No withdrawal or modifications will be accepted after the time proposals are due.

4.5 Pre-Proposal Conference

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

4.6 Issuing Office

The Issuing Office shall be the **sole** point of contact with the University for purposes of the preparation and submittal of the RFP proposal. The Issuing Office is:

University of Maryland, Baltimore County
Department of Procurement & Strategic Sourcing
Administration Building, 7th Floor
1000 Hilltop Circle
Baltimore, Maryland 21250

All questions on this procurement are to be directed via email to the following individual:

Lori Lynch – lori.lynch@umbc.edu

4.7 Questions, Inquiries, Clarifications, and Addenda

Questions and inquiries shall be submitted to the Issuing Office no later than the date and time indicated in the Solicitation Schedule.

Should a Proposer find discrepancies in the RFP documents, or be in doubt as to the meaning or intent of any part thereof, the Proposer must, prior to the question deadline listed in the Solicitation Schedule, request clarification in writing from the Issuing Office, who will issue a written Addendum to the Contract. Failure to request such clarification is a waiver to any claim by the Proposer for expense made necessary by reason of later interpretation of the RFP documents by the University. Requests shall include the RFP number and name.

Oral explanations or instructions will not be binding; only written Addenda will be binding. Any Addenda resulting from these requests will be posted on the University's bid board. The Proposer shall acknowledge the receipt of all addenda in the Acknowledgement of Receipt of Addenda Form.

4.8 Site Investigation

By submitting a proposal, the Proposer acknowledges that the Proposer has investigated and been satisfied as to the conditions affecting the work, including but not restricted to those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, and electric power. Any failure by the Proposer to become acquainted with the available information will not relieve the Proposer from responsibility for estimating properly the cost of successfully performing the work. The University shall not be responsible for any conclusions or interpretations made by the Proposer of the information made available by the University.

4.9 Right to Reject Proposals and Waive Irregularities

The University reserves the right to reject either all proposals after the opening of the proposals but before award, or any proposal, in whole or part, when it is in the best interest of the State of Maryland. For the same reason, the University reserves the right to waive any minor irregularity in a proposal.

4.10 Cancellation of the RFP

The University may cancel this RFP, in whole or in part, at any time before the opening of the proposals.

4.11 Proposal Acceptance

The University reserves the right to accept or reject any and all proposals, in whole or in part, received as a result of this RFP; to waive minor irregularities; or to negotiate with all responsible proposers, in any manner necessary, to serve the best interest of the University. Further, the University reserves the right to make a whole award, multiple awards, a partial award, or no award at all.

4.12 Confidential/Proprietary Information

Proposers should give specific attention to the identification of those portions of their proposals which they deem to be confidential, proprietary information or trade secrets, and provide any justification of why such materials, upon request, should not be disclosed by the State under the Public Information Act, General Provisions Article, Title 4 of the Annotated Code of Maryland. Proposals are not publicly opened. Proposers must clearly indicate each and every section that is deemed to be confidential, proprietary or a trade secret. It is not sufficient to preface the entire proposal with a proprietary statement.

4.13 Financial Disclosure by Persons Doing Business with the State

Proposers providing materials, equipment, supplies or services to the University must comply with Section 13-221 of the State Finance & Procurement Article of the Annotated Code of Maryland which requires that every business which enters into contracts, leases or other agreements with the University and receives in the aggregate \$200,000, or more, during a calendar year shall, within 30 days of the time when the \$200,000 is reached, file with the Secretary of State a list containing the names and address of its resident agent, each of its officers, and any individual who has beneficial ownership of the contracting business.

4.14 Arrearages

By submitting a response to this solicitation, a firm shall be deemed to represent 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 contract award.

4.15 Incurred Expenses

The University will not be responsible for any costs incurred by any firm in preparation and submittal of a proposal.

4.16 Debriefing of Unsuccessful Proposers

A debriefing of an unsuccessful proposer shall be conducted upon written request submitted to the procurement officer within 10 days after the proposer knew or should have known its proposal was unsuccessful. The debriefing shall be limited to discussion of the unsuccessful proposer's proposal only and shall not include a discussion of a competing proposer's proposal. Debriefings shall be conducted at the earliest feasible time. A summarization of the procurement officer's rationale for the selection may be given.

4.17 Maryland Public Ethics Law

The Maryland Public Ethics Law prohibits, among other things: State employees or officials (and in some cases, former employees) and businesses in which such an individual is employed or holds a financial interest from (i) submitting a bid or proposal, (ii) negotiating a contract, and (iii) entering into a contract with the governmental unit with which the individual is affiliated per the Maryland Code, General Provisions Article, Title 5, Subtitle 5.

If the proposer has any questions concerning application of the State Ethics Law to the proposer's participation in this procurement, it is incumbent upon the proposer to seek advice from the State Ethics Commission: Executive Director, State Ethics Commission, 45 Calvert Street, 3rd Floor, Annapolis, Maryland 21401, 410-260-7770, 877-669-6085.

The procurement officer may refer any issue raised by a bid or proposal to the State Ethics Commission. The procurement officer may require the proposer to obtain advice from the State Ethics Commission and may reject a bid or proposal that would result in a violation of the Ethics Law.

The resulting contract is cancelable in the event of a violation of the Maryland Public Ethics Law by the vendor or any State of Maryland employee in connection with this procurement.

4.18 Use of Affiliates to Avoid Taxation on Income from State Contracts

Consultant agrees that it will not reduce its income subject to tax by claiming a deduction for royalty or similar payments for trademarks, trade names, or intangible property that shift income from the Consultant to an affiliated entity that does not file Maryland income tax returns. Consultant agrees that any affiliated entity receiving such payments is doing business in Maryland and is required to file Maryland income tax returns. Consultant agrees that during the course of this contract: (1) it shall not make any such royalty or similar payments to any

affiliated company; but (2) if any such royalty or similar payments are made, Consultant and the affiliated company shall file separate Maryland income tax returns and pay their respective Maryland income taxes in such a manner that Consultant may claim a deduction against Maryland income tax for such payments only if the affiliated company receiving the royalty or similar payment files its Maryland income tax return and pays Maryland tax, under a formula that reasonably apportions the income of the affiliated company among the states, including Maryland, in which the Consultant does business. Consultant agrees that it is authorized to bind its affiliated entities to the terms hereof.

4.19 Payments to Consultants by Electronic Funds Transfer

If the annual dollar value of this contract will exceed \$200,000.00, the Proposer is hereby advised that electronic funds transfer (EFT) will be used by the State to pay the Consultant for this Contract and any other State payments due Consultant unless the State Comptroller's Office grants the Consultant an exemption.

By submitting a response to this solicitation, the Proposer agrees to accept payments by EFT. The selected Proposer shall register using form COT/GAD X-10 Vendor Electronic Funds (EFT) Registration Request Form. Any request for exemption must be submitted to the State Comptroller's Office for approval at the address specified on the COT/GAD X-10 form and must include the business identification information as stated on the form and include the reason for the exemption.

The form is available as a pdf file on the web site of the General Accounting Division of the Comptroller of Maryland:

<https://www.marylandtaxes.gov/divisions/gad/eft-program.php>

4.20 Minority Business Enterprise Notice

Minority Business Enterprises are encouraged to respond to this solicitation.

APPENDIX A
ATTACHMENTS

- Attachment 1: Business Associate Agreement
- Attachment 2: Data Management Plan
- Attachment 3: Firm Experience
- Attachment 4: Firm References
- Attachment 5: Key Personnel
- Attachment 6: Financial Stability of Offeror
- Attachment 7: Conflicts of Interest
- Attachment 8: Acknowledge Receipt of Addenda
- Attachment 9: Proposal Affidavit

Attachment 1 - BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (the “Agreement”) is made by and between the University of Maryland Baltimore County (hereinafter referred to as “UMBC”), a contractor of the Maryland Department of Health and Mental Hygiene (herein referred to as “Covered Entity”) and **INSERT COMPANY NAME** (hereinafter known as “Business Associate”). UMBC and Business Associate shall collectively be known herein as the “Parties.”

WHEREAS, UMBC has a relationship with Business Associate that is memorialized in a separate agreement (the “Underlying Agreement”) pursuant to which Business Associate may be considered a “business associate” of UMBC as defined in the Health Insurance Portability and Accountability Act of 1996 including all pertinent privacy regulations (45 C.F.R. Parts 160 and 164) and security regulations (45 C.F.R. Parts 160, 162, and 164), as amended from time to time, issued by the U.S. Department of Health and Human Services as either have been amended by Subtitle D of the Health Information Technology for Economic and Clinical Health Act (the “HITECH Act”), as Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111–5) (collectively, “HIPAA”); and

WHEREAS, the nature of the contractual relationship between UMBC and Business Associate may involve the exchange of Protected Health Information (“PHI”) as that term is defined under HIPAA; and

WHEREAS, for good and lawful consideration as set forth in the Underlying Agreement, UMBC and Business Associate enter into this Agreement for the purpose of ensuring compliance with the requirements of HIPAA and the Maryland Confidentiality of Medical Records Act (Md. Ann. Code, Health-General §§ 4-301 *et seq.*) (“MCMRA”); and

WHEREAS, this Agreement supersedes and replaces any and all Business Associate Agreements that UMBC and Business Associate may have entered into prior to the date hereof.

NOW THEREFORE, the premises having been considered and with acknowledgment of the mutual promises and of other good and valuable consideration herein contained, the Parties, intending to be legally bound, hereby agree as follows:

I. DEFINITIONS.

- A. Catch-all definition. The following terms used in this Agreement, whether capitalized or not, shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.
- B. Specific definitions:
 - 1. Business Associate. “Business Associate” shall generally have the same meaning as the term “business associate” at 45 C.F.R. 160.103, and in reference to the party to this Agreement, shall mean Applied Technology Services, a company whose principal place of business is located at 11615 Crossroad Circle, Suite J, Middle River, MD 21220, including its affiliates and subsidiaries.

2. Covered Entity. “Covered Entity” shall generally have the same meaning as the term “covered entity” at 45 C.F.R. § 160.103, and in reference to the party to this Agreement, shall mean the Maryland Department of Health and Mental Hygiene.
3. HIPAA Rules. “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 C.F.R. Parts 160 and Part 164.
4. Protected Health Information (“PHI”). Protected Health Information or “PHI” shall generally have the same meaning as the term “protected health information” at 45 C.F.R. § 160.103.

II. PERMITTED USES AND DISCLOSURES OF PHI BY BUSINESS ASSOCIATE.

- A. Business Associate may only use or disclose PHI as necessary to perform the services set forth in the Underlying Agreement or as required by law.
- B. Business Associate agrees to make uses and disclosures and requests for PHI consistent with Covered Entity’s and UMBC’s policies and procedures regarding minimum necessary use of PHI.
- C. Business Associate may not use or disclose PHI in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by Covered Entity and/or UMBC.
- D. Business Associate may, if directed to do so in writing by UMBC, create a limited data set, as defined at 45 CFR 164.514(e)(2) , for use in public health, research, or health care operations. Any such limited data sets shall omit any of the identifying information listed in 45 CFR § 164.514(e)(2). Business Associate will enter into a valid, HIPAA-compliant Data Use Agreement, as described in 45 CFR § 164.514(e)(4), with the limited data set recipient. Business Associate will report any material breach, suspected breach, or violation of the data use agreement to UMBC immediately after it becomes aware of any such material breach or violation.
- E. Except as otherwise limited in this Agreement, Business Associate may disclose PHI for the proper management and administration, or legal responsibilities of the Business Associate, provided that disclosures are Required By Law, and Business Associate obtains reasonable written assurances from the person or entity to whom the information may be disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached. Business Associate agrees that any person or entity to whom further disclosures are made under this paragraph shall be required to abide by the same restrictions, terms, and conditions set forth in this Agreement.
- F. The Business Associate shall not directly or indirectly receive remuneration in exchange for any PHI of an Individual pursuant to §§13405(d)(1) and (2) of the HITECH Act.

- G. The Business Associate shall comply with the limitations on marketing and fundraising communications provided in §13406 of the HITECH Act in connection with any PHI of Individuals.
- H. The Business Associate agrees not to disclose direct findings, listings, or information derived from the file(s) specified herein, with or without direct identifiers, if such findings, listings, or information can, by themselves or in combination with other data, be used to deduce an individual's identity. Examples of such data elements include, but are not limited to geographic location, age if > 89, sex, diagnosis and procedure, admission/discharge date(s), or date of death.

The Business Associate agrees that any use of UMBC data in the creation of any document (manuscript, table, chart, study, report, etc.) concerning the purpose specified herein (regardless of whether the report or other writing expressly refers to such purpose, or to the files specified herein or any data derived from such files) shall agree that no cell (e.g., admittances, discharges, patients, services) 10 or less may be displayed. Also, no use of percentages or other mathematical formulas may be used if they result in the display of a cell 10 or less. By signing this Agreement, the Business Associate hereby agrees to abide by these rules and, therefore, will not be required to submit any written documents for review. If the Business Associate is unsure if they meet the above criteria, the Business Associate may submit their written products for review. UMBC agrees to make a determination about approval and to notify the Business Associate within 4 to 6 weeks after receipt of findings. UMBC may withhold approval for publication only if it determines that the format in which data are presented may result in identification of individual beneficiaries.

III. DUTIES OF BUSINESS ASSOCIATE RELATIVE TO PHI.

- A. Business Associate agrees that it will not use or disclose PHI other than as permitted or required by the Agreement or as Required by Law;
- B. Business Associate agrees to use appropriate administrative, technical and physical safeguards to protect the privacy of PHI.
- C. Business Associate agrees to use appropriate safeguards, and comply with Subpart C of 45 C.F.R. Part 164 with respect to electronic PHI, to prevent use or disclosure of PHI other than as provided for by the Agreement;
- D.
 - 1. Business Associate agrees to report to UMBC any use or disclosure of PHI not provided for by the Agreement of which it becomes aware, including breaches of unsecured PHI as required by 45 C.F.R. § 164.410, and any Security Incident of which it becomes aware without reasonable delay, and in no case later than fifteen calendar days after the use or disclosure;
 - 2. If the use or disclosure, referenced in Section III.D.1. above, amounts to a breach of unsecured PHI, the Business Associate shall ensure its report:
 - A. Is made to UMBC without unreasonable delay and in no case later than fifteen (15) calendar days after the incident constituting the Breach is first known, except where a law enforcement official determines that a notification would impede a criminal investigation or cause damage to national security. For purposes of clarity for Section III.D.1 and 2, Business Associate must notify UMBC of an incident involving the acquisition, access, use, or disclosure of PHI in a manner not permitted

under 45 C.F.R. Part E within fifteen (15) calendar days after an incident even if Business Associate has not conclusively determined within that time that the incident constitutes a Breach as defined by HIPAA;

- B. Includes the names of the Individuals whose Unsecured PHI has been, or is reasonably believed to have been, the subject of a Breach;
- C. Is in substantially the same form as ATTACHMENT 1.A. attached hereto; and
- D. Includes a draft letter for UMBC to utilize to notify the affected Individuals that their Unsecured PHI has been, or is reasonably believed to have been, the subject of a Breach that includes, to the extent possible:
 - i) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
 - ii) A description of the types of Unsecured PHI that were involved in the Breach (such as full name, Social Security number, date of birth, home address, account number, disability code, or other types of information that were involved);
 - iii) Any steps the affected Individuals should take to protect themselves from potential harm resulting from the Breach;
 - iv) A brief description of what UMBC and the Business Associate are doing to investigate the Breach, to mitigate losses, and to protect against any further Breaches; and
 - v) Contact procedures for the affected Individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, website, or postal address.
- E. To the extent permitted by the Underlying Agreement, Business Associate may use agents and subcontractors. In accordance with 45 C.F.R. §§ 164.502(e)(1)(ii) and 164.308(b)(2), Business Associate shall ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information. Business Associate must enter into Business Associate Agreements with subcontractors as required by HIPAA;

- F. Business Associate agrees it will make available PHI in a Designated Record Set to UMBC, or, as directed by UMBC, to an individual, as necessary to satisfy UMBC's obligations under 45 C.F.R. § 164.524, including, if requested, a copy in electronic format;
- G. Business Associate agrees it will make any amendment(s) to PHI in a Designated Record Set as directed or agreed to by UMBC pursuant to 45 C.F.R. § 164.526, or take other measures as necessary to satisfy UMBC's obligations under 45 C.F.R. § 164.526;
- H. Business Associate agrees to maintain and make available the information required to provide an accounting of disclosures to UMBC or, as directed by UMBC, to an individual, as necessary to satisfy UMBC's obligations under 45 C.F.R. § 164.528;
- I. To the extent the Business Associate is to carry out one or more of UMBC's obligation(s) under Subpart E of 45 C.F.R. Part 164, comply with the requirements of Subpart E that apply to UMBC in the performance of such obligation(s);
- J. Business Associate agrees to make its internal practices, books, and records, including PHI, available to UMBC and/or the Covered Entity for purposes of determining compliance with the HIPAA Rules.
- K. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.

IV. TERM AND TERMINATION

- A. Term. The Term of this Agreement shall be effective as of the effective date of the Data Use Agreement entered into and shall terminate when all of the PHI provided by UMBC to Business Associate, or the PHI created or received by Business Associate on behalf of UMBC, is destroyed or returned to UMBC, in accordance with the termination provisions in this Section IV, or on the date which UMBC terminates for cause as authorized in paragraph (B) of this Section IV, whichever is sooner. If it is impossible to return or destroy all of the PHI provided by UMBC to Business Associate, or the PHI created or received by Business Associate on behalf of UMBC, Business Associate's obligations under this Agreement shall be ongoing with respect to that information, unless and until a separate written agreement regarding that information is entered into with UMBC. **ATTACHMENT 1.B.** (hereafter referred to as "COD" and attached herein) shall be completed to certify the return or destruction of the PHI data.
- B. Termination for Cause. Upon UMBC's knowledge of a material breach of this Agreement by Business Associate, UMBC shall:
 - 1. Provide an opportunity for Business Associate to cure the breach or end the violation and, if Business Associate does not cure the breach or end the violation within the time specified by UMBC, terminate this Agreement; or

2. Immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and UMBC determines or reasonably believes that cure is not possible or is not in furtherance of the protections provided in this Agreement.

C. Effect of Termination.

1. Upon termination of this Agreement, for any reason, Business Associate shall return or, if agreed to by UMBC, destroy all PHI received from UMBC or created, maintained, or received by Business Associate on behalf of UMBC that the Business Associate still maintains in any form. Business Associate shall certify to UMBC that it has returned or destroyed all PHI received from UMBC, or created, maintained, or received by Business Associate on behalf of UMBC. Business Associate shall retain no copies of the PHI. This provision shall also apply to PHI that is in the possession of subcontractors or agents of Business Associate. ATTACHMENT 1.B. must be used to certify the return or destruction of all PHI data.
2. Should Business Associate make an intentional or grossly negligent Breach of PHI in violation of this Agreement or HIPAA, or an intentional or grossly negligent disclosure of information protected by the MCMRA, UMBC shall have the right to immediately terminate any contract, including this Agreement, then in force between the Parties, including the Underlying Agreement.

- D. Survival. The obligations of Business Associate under this Section shall survive the termination of this agreement.

V. **CONSIDERATION AND RELIANCE**

Business Associate recognizes that the promises it has made in this Agreement shall, henceforth, be detrimentally relied upon by UMBC in choosing to continue or commence a business relationship with Business Associate.

VI. **REMEDIES IN EVENT OF BREACH**

Business Associate hereby recognizes that irreparable harm will result to UMBC, and to the business of UMBC, in the event of breach by Business Associate of any of the covenants and assurances contained in this Agreement. As such, in the event of breach of any of the covenants and assurances contained in Sections II or III above, UMBC shall be entitled to enjoin and restrain Business Associate from any continued violation of Sections II or III. Furthermore, in the event of breach of Sections II or III by Business Associate, to the extent permitted by law, UMBC is entitled to reimbursement and indemnification from Business Associate for UMBC's reasonable attorneys' fees and expenses and costs that were incurred as a proximate result of

Business Associate's breach. The remedies contained in this Section VI shall be in addition to, not in lieu of, any action for damages and/or any other remedy UMBC may have for breach of any part of this Agreement or the Underlying Agreement or which may be available to UMBC at law or in equity.

VII. MODIFICATION; AMENDMENT

This Agreement may only be modified or amended through a writing signed by the Parties and, thus, no oral modification or amendment hereof shall be permitted. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for UMBC to comply with the requirements of the HIPAA rules and any other applicable law.

VIII. INTERPRETATION OF THIS AGREEMENT IN RELATION TO OTHER AGREEMENTS BETWEEN THE PARTIES

Should there be any conflict between the language of this Agreement and any other contract entered into between the Parties (either previous or subsequent to the date of this Agreement), the language and provisions of this Agreement shall control and prevail unless the parties specifically refer in a subsequent written agreement to this Agreement by its title and date and specifically state that the provisions of the later written agreement shall control over this Agreement.

IX. COMPLIANCE WITH STATE LAW

The Business Associate acknowledges that by accepting the PHI from UMBC, it becomes a holder of medical information under the MCMRA and is subject to the provisions of that law. If the HIPAA Privacy or Security Rules and the MCMRA conflict regarding the degree of protection provided for PHI, Business Associate shall comply with the more restrictive protection requirement.

X. MISCELLANEOUS

- A. Ambiguity. Any ambiguity in this Agreement shall be resolved to permit UMBC to comply with the Privacy and Security Rules.
- B. Regulatory References. A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.
- C. Notice to UMBC. Any notice required under this Agreement to be given to UMBC shall be made in writing to:

TECHNICAL:

Address: 1000 Hilltop Circle
Baltimore, Maryland 21250

Attention: Cynthia Woodcock, The Hilltop Institute

Phone: 410-455-6273

Email: cwoodcock@hilltop.umbc.edu

CONTRACTUAL:

Address: 1000 Hilltop Circle
Baltimore, Maryland 21250

Attention: Rebecca O'Brien, Office of Sponsored Programs

Phone: 410-455-3037

Email: obrienr@umbc.edu

- D. Notice to Business Associate. Any notice required under this Agreement to be given to Business Associate shall be made in writing to:

Address: _____

Attention: _____

Phone: _____

Email: _____

- E. Survival. Any provision of this Agreement which contemplates performance or observance subsequent to any termination or expiration of this contract shall survive termination or expiration of this Agreement and continue in full force and effect.
- F. Severability. If any term contained in this Agreement is held or finally determined to be invalid, illegal, or unenforceable in any respect, in whole or in part, such term shall be severed from this Agreement, and the remaining terms contained herein shall continue in full force and effect, and shall in no way be affected, prejudiced, or disturbed thereby.
- G. Terms. All of the terms of this Agreement are contractual and not merely recitals and none may be amended or modified except by a writing executed by all parties hereto.
- H. Priority. This Agreement supersedes and renders null and void any and all prior written or oral undertakings or agreements between the parties regarding the subject matter hereof.

IN WITNESS WHEREOF and acknowledging acceptance and agreement of the foregoing, the Parties affix their signatures hereto.

UNIVERSITY OF MARYLAND BALTIMORE

COUNTY AUTHORIZED OFFICIAL

By: _____
Name: _____
Title: _____
Date: _____

RECIPIENT AUTHORIZED OFFICIAL:

By: _____
Name: _____
Title: _____
Date: _____

RECIPIENT TECHNICAL REPRESENTATIVE:

By: _____
Name: _____
Title: _____
Date: _____

RECIPIENT DATA CUSTODIAN:

By: _____
Name: _____
Title: _____
Date: _____

ATTACHMENT 1.A –FORM OF NOTIFICATION TO UMBC OF BREACH OF UNSECURED PHI

This notification is made pursuant to Section III.2.D (3) of the Business Associate Agreement between UMBC, a contractor of the Maryland Department of Health and Mental Hygiene (DHMH), and _____ (Business Associate).

Business Associate hereby notifies UMBC that there has been a breach of unsecured (unencrypted) protected health information (PHI) that Business Associate has used or has had access to under the terms of the Business Associate Agreement.

Description of the breach:

Date of the breach: _____ Date of discovery of the breach: _____

Does the breach involve 500 or more individuals? Yes/No If yes, do the people live in multiple states?
Yes/No

Number of individuals affected by the breach:

Names of individuals affected by the breach: (attach list)

The types of unsecured PHI that were involved in the breach (such as full name, Social Security number, date of birth, home address, account number, or disability code):

Description of what Business Associate is doing to investigate the breach, to mitigate losses, and to protect against any further breaches:

Contact information to ask questions or learn additional information:

Name: _____

Title: _____

Address: _____

Email: _____

Phone: _____

ATTACHMENT 1.B - BUSINESS ASSOCIATE AGREEMENT (BAA) CERTIFICATE OF DISPOSITION (COD) FOR DATA ACQUIRED FROM UMBC/THE HILLTOP INSTITUTE

This certificate is to be completed and submitted to UMBC to certify the destruction and discontinued use of all data in any form --including electronic data and artifact data-- covered by the listed Data Use Agreement (DUA) at all locations and/or under the control of all individuals with access to the data. This includes any and all original files, copies made of the files, any derivatives or subsets of the files, and any manipulated files. The requester may not retain any copies, derivatives or manipulated files – all files must be destroyed or properly approved in writing by UMBC for continued use under an additional DUA(s). UMBC will close the listed DUA upon receipt and review of this certificate and provide e-mail confirmation to the submitter of the certificate.

1. **REQUESTER ORGANIZATION:** _____

2. **DATA USE AGREEMENT (DUA) NO.:** _____

3. **CHECK ONLY ONE ITEM BELOW:**

- a. All requested files and the copies, derivatives, subsets and manipulated files have been approved by UMBC for re-use. Attach a copy of the approval documentation.
- b. Some requested files or copies, derivatives, subsets and/or manipulated files have been approved by UMBC for re-use. Attach a copy of the approval documentation and list below the files that were destroyed.
- c. None of the files were ever received for this DUA.
- d. All files listed below, received under the DUA # listed above, have been destroyed, including copies, derivatives, subsets and manipulated files.

File(s)

Year(s)

4. By signing this Certificate, I confirm that **ALL** data requested for the DUA number listed above and as applicable, copies, derivatives, subsets and manipulated files, held by **all individuals who had access to, and from all the computers/storage** devices where the files were processed/stored in accordance with the terms and conditions of the DUA have been properly disposed of as indicated by section 3 above.

5. SIGNATURES

DATA CUSTODIAN:

BY: _____
PRINTED NAME: _____
TITLE: _____
PHONE #: _____
E-MAIL: _____
DATE: _____

AUTHORIZED OFFICIAL:

BY: _____
PRINTED NAME: _____
TITLE: _____
PHONE #: _____
E-MAIL: _____
DATE: _____

Once signed, please send an electronic copy of the fully executed COD to obrienr@umbc.edu and sshirley@hilltop.umbc.edu and send one (1) hard copy of the COD to the following address: University of Maryland Baltimore County, Office of Sponsored Programs, ECS 329, 1000 Hilltop Circle, Baltimore, Maryland, 21250.

The following signature confirms that this COD has been received by the receiving party.

RECEIVED (UMBC AUTHORIZED OFFICIAL):

BY: _____
PRINTED NAME: _____
TITLE: _____
PHONE #: _____
E-MAIL: _____
DATE: _____

Attachment 2 - Data Management Plan

Instructions: This Data Management Plan will be incorporated into the Business Associate Agreement (Attachment 1) and should be completed by the Offeror's Chief Information Security Officer, Chief Privacy Officer, legal counsel, or another officer with sufficient knowledge of the Offeror's data privacy and security practices and who has authority to bind the Offeror's organization. Respond to each question below.

A. Physical Possession and Storage of Data Files: *An assessment of the Offeror's physical facilities and personnel policies related to data storage, technological safeguards, and other physical and electronic protections.*

1. What safeguards are in place to manage and maintain an inventory of the Hilltop data files?
2. Does your organization have personnel/staffing safeguards in place, e.g., confidentiality agreements with individuals identified as being assigned to access Hilltop data?
3. What personnel/staff training programs are in place to ensure data protections are communicated to the research team?
4. What procedures are used to track the active status and roles of each member of the research team?
5. What technical and physical safeguards are in place to physically secure storage of data files? Please include policies and procedures regarding servers and local workstations, hard media devices, and all other devices.

B. Data Sharing, Electronic Transmission, and Distribution: *An assessment of the Offeror's technical safeguards and procedures related to shared data, protected health information (PHI), and ability to comply with Hilltop's cell suppression policy.*

1. Does your organization have policies and procedures for sharing PHI securely among staff? Among any approved subcontractors?
2. Does your organization have protocols in place to ensure you follow Hilltop's cell suppression policy?
3. What methods will your organization use to track access and use of the Hilltop data?
4. What technical safeguards are in place to manage and limit access to data files—e.g., password management programs, staff authentication protocols, automatic log-off protocols, and intrusion prevention programs?
5. What encryption standards, practices, and policies are used on your organization's hard media devices?
6. Will any subcontractors have access to Hilltop data? If so, please list them and discuss policies and procedures for ensuring subcontractors adhere to data privacy and security requirements.

C. Data Security and Breaches, Reporting Protocol, and Publications: *An assessment of the Offeror's data access privileges and organizational policies on reporting attempted and successful data breaches, hacks, etc.*

1. What are your organization's policies that define data access privileges for staff members, e.g., Data Custodian, Research Analysts, Administrative Support, and IT.
2. What are your policies and procedures on how to secure PHI shared among your research team?
3. Does your organization have a password management program?
4. Does your organization have a reporting protocol in place to immediately notify the data provider of a breach or accidental disclosure?
5. What additional specific technical or physical safeguards (not mentioned in prior answers) will be used to mitigate the risk of unauthorized access to Hilltop data?
6. When was the last information security risk assessment performed in your organization?
7. When was the last IT audit performed in your organization?

D. Close Out: *An assessment of the Offeror's policies and procedures for closing out projects requiring use of PHI data.*

1. How does your organization ensure compliance with the publication and notification requirements of the Business Associate Agreement (Attachment 1)?
2. How long does your organization maintain records for audit purposes?
3. Does your organization comply with the Maryland Electronic Health Record Policy requiring destruction of all electronic and paper data within six years? If not, explain.

Attachment 3 – Firm Experience

List three (3) engagements similar in size and scope to the services requested in this RFP. At least two of the three, and preferably all three, should be with a public university or federal or state agency and should be within the last three (3) years. Attach additional sheets as necessary.

Proposing Firm: _____

Engagement 1

Project Name: _____

Sponsor Contact Name: _____ Phone #: _____

Sponsor Email Address: _____

Project Start Date: _____ Project End Date: _____

Dollar Value of Project: _____

Firm’s Role in the Project: _____

Names of Key Personnel and their Assigned Role(s): _____

Similarities of the Project to the Scope of Services in this RFP: _____

Engagement 2

Project Name: _____

Sponsor Contact Name: _____ Phone #: _____

Sponsor Email Address: _____

Project Start Date: _____ Project End Date: _____

Dollar Value of Project: _____

Firm's Role in the Project: _____

Names of Key Personnel and their Assigned Role(s): _____

Similarities of the Project to the Scope of Services in this RFP: _____

Engagement 3

Project Name: _____

Sponsor Contact Name: _____ Phone #: _____

Sponsor Email Address: _____

Project Start Date: _____ Project End Date: _____

Dollar Value of Project: _____

Firm's Role in the Project: _____

Names of Key Personnel and their Assigned Role(s): _____

Similarities of the Project to the Scope of Services in this RFP: _____

Attachment 4 – Firm References

Provide three (3) references who can attest to the Offeror’s experience and capabilities. References may be inclusive of those included in Attachment 3.

Proposing Firm: _____

Reference 1

Name of Organization: _____

Contact Name: _____ Title: _____

Email: _____ Phone: _____

Description of Project: _____

Role Firm Played in Project: _____

Reference 2

Name of Organization: _____

Contact Name: _____ Title: _____

Email: _____ Phone: _____

Description of Project: _____

Role Firm Played in Project: _____

Reference 3

Name of Organization: _____

Contact Name: _____ Title: _____

Email: _____ Phone: _____

Description of Project: _____

Role Firm Played in Project: _____

Attachment 5 – Key Personnel

Designate the Project Director and other Key Personnel for this project. Attach additional sheets as necessary. Attach C.V.s for each individual listed.

Project Director

Name: _____ Estimated Time Assigned to this Project: _____

Educational Background:

Association/Institution: _____

License/Certification/Degree Held: _____

Certified Actuary? (yes/no) _____ Certifying Association: _____

Employment Background:

Most Recent Position Held: _____ Duration: _____

Relevant Experience: _____

Other Personnel

Name: _____ Estimated Time Assigned to this Project: _____

Educational Background:

Association/Institution: _____

License/Certification/Degree Held: _____

Certified Actuary? (yes/no) _____ Certifying Association: _____

Employment Background:

Most Recent Position Held: _____ Duration: _____

Relevant Experience: _____

Attachment 6 – Financial Stability of Offeror

Company Name: _____

Corporate Address: _____

Years in Business: _____ # Employees: _____

Names of Principals and Titles: _____

Credit Rating: _____ Rating Agency: _____

Annual Sales for Past Three Years: _____

In the previous five years, has your firm, any affiliate, any owner or officer or major stockholder (5% or more) or any person involved in the bidding or contracting process been the subject of any of the following:

- 1. A firm related bankruptcy proceeding? _____ Yes _____ No
- 2. A firm related lien or judgement? _____ Yes _____ No
- 3. A firm related tax delinquency? _____ Yes _____ No

Signature _____

Printed Name _____

Title _____

Date _____

Attachment 7 – Conflict of Interest Form

The Offeror must disclose any contractual relationships of the Offeror, its parent organization (if applicable), and any subsidiaries of the Offeror or its parent organization within the past three years with Maryland state agencies that oversee, operate, and/or regulate medical and health-related organizations and/or programs; Maryland Medicaid MCOs or their parent organizations; associations representing Maryland Medicaid MCOs, PACE providers active in Maryland, and/or developmental disabilities provider organizations active in Maryland; or Maryland health care systems and/or hospitals. Disclose the name of the entity, the contract period of performance, the contract value, a brief description of the nature of the work, and project personnel who are involved in this work and would be engaged in work requested under this RFP. Discuss potential conflicts of interest and how these will be managed. Attach additional sheets to this form as necessary.

Name of Entity:	
Contract Period of Performance:	
Contract Value:	
Description of the Work:	
Project Personnel:	
Potential Conflicts of Interest and How they will be Managed:	

ATTACHMENT 8

RFP NO.: BC-21332-L

RFP FOR: ACTUARIAL SERVICES FOR HILLTOP INSTITUTE

TECHNICAL PROPOSAL DUE DATE: Friday, September 29, 2023 on or before 11:59 p.m.

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 _____

Addendum No. _____ dated _____

Addendum No. _____ dated _____

Signature _____

Printed Name _____

Title _____

Date _____

ATTACHMENT 9

BID/PROPOSAL AFFIDAVIT

A. Authority

I HEREBY AFFIRM THAT:

I (print name) _____ possess the legal authority to make this Affidavit.

B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION

The undersigned bidder hereby certifies and agrees that the following information is correct: In preparing its bid on this project, the bidder has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in “discrimination” as defined in §19-103 of the State Finance and Procurement Article of the Annotated Code of Maryland. “Discrimination” means any disadvantage, difference, distinction, or preference in the solicitation, selection, hiring, or commercial treatment of a vendor, subcontractor, or commercial customer on the basis of race, color, religion, ancestry, or national origin, sex, age, marital status, sexual orientation, sexual identity, genetic information or an individual’s refusal to submit to a genetic test or make available the results of a genetic test, disability, or any otherwise unlawful use of characteristics regarding the vendor’s, supplier’s, or commercial customer’s employees or owners. “Discrimination” also includes retaliating against any person or other entity for reporting any incident of “discrimination”. 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. As part of its bid or proposal, the bidder herewith submits a list of all instances within the past 4 years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Maryland that the bidder discriminated against subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of that determination, including any remedial action taken. Bidder agrees to comply in all respects with the State’s Commercial Nondiscrimination Policy as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland.

B-1. Certification Regarding Minority Business Enterprises.

The undersigned bidder hereby certifies and agrees that it has fully complied with the State Minority Business Enterprise Law, State Finance and Procurement Article, §14-308(a)(2), Annotated Code of Maryland, which provides that, except as otherwise provided by law, a contractor may not identify a certified minority business enterprise in a bid or proposal and:

- (1) Fail to request, receive, or otherwise obtain authorization from the certified minority business enterprise to identify the certified minority proposal;
- (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.

The undersigned bidder hereby certifies and agrees that it has fully complied with the State veteran-owned small 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) 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 §B-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 names of persons 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) A criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or
 - (b) 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 Organization Act, 18 U.S.C. §1961 et seq., or the Mail Fraud Act, 18 U.S.C. §1341 et seq., for acts in connection with 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, §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 subsections (1)—(5) above;
- (7) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of bids or proposals for a public or private contract;
- (8) Been found in a final adjudicated decision to have violated the Commercial Nondiscrimination Policy under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland with regard to a public or private contract;
- (9) Been convicted of a violation of one or more of the following provisions of the Internal Revenue Code:
 - (a) §7201, Attempt to Evade or Defeat Tax;
 - (b) §7203, Willful Failure to File Return, Supply Information, or Pay Tax,
 - (c) §7205, Fraudulent Withholding Exemption Certificate or Failure to Supply Information,
 - (d) §7206, Fraud and False Statements, or
 - (e) §7207 Fraudulent Returns, Statements, or Other Documents;
- (10) Been convicted of a violation of 18 U.S.C. §286 Conspiracy to Defraud the Government with Respect to Claims, 18 U.S.C. §287, False, Fictitious, or Fraudulent Claims, or 18 U.S.C. §371, Conspiracy to Defraud the United States;
- (11) Been convicted of a violation of the Tax-General Article, Title 13, Subtitle 7 or Subtitle 10, Annotated Code of Maryland;
- (12) Been found to have willfully or knowingly violated State Prevailing Wage Laws as provided in the State Finance and Procurement Article, Title 17, Subtitle 2, Annotated Code of Maryland, if:
 - (a) A court:
 - (i) Made the finding; and
 - (ii) Decision became final; or
 - (b) The finding was:
 - (i) Made in a contested case under the Maryland Administrative Procedure Act; and
 - (ii) Not overturned on judicial review;
- (13) Been found to have willfully or knowingly violated State Living Wage Laws as provided in the State Finance and Procurement Article, Title 18, Annotated Code of Maryland, if:
 - (a) A court:
 - (i) Made the finding; and
 - (ii) Decision became final; or
 - (b) The finding was:
 - (i) Made in a contested case under the Maryland Administrative Procedure Act; and

- (ii) Not overturned on judicial review;
- (14) Been found to have willfully or knowingly violated the Labor and Employment Article, Title 3, Subtitles 3, 4, or 5, or Title 5, Annotated Code of Maryland, if:
 - (a) A court:
 - (i) Made the finding; and
 - (ii) Decision became final; or
 - (b) The finding was:
 - (i) Made in a contested case under the Maryland Administrative Procedure Act; and
 - (ii) Not overturned on judicial review; or
- (15) 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 in §§B and C and subsections D(1)—(14) of this regulation, 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 names of the persons 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. CERTIFICATION OF TAX PAYMENT

I FURTHER AFFIRM THAT: 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 Department of Labor, Licensing, and Regulation, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

J. 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, bona fide agent, bona fide salesperson, or commercial selling agency 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, bona fide agent, bona fide salesperson, or commercial selling agency, any fee or any other consideration contingent on the making of the Contract.

K. CERTIFICATION REGARDING INVESTMENTS IN IRAN

(1) The undersigned certifies that, in accordance with State Finance and Procurement Article, §17-705, Annotated Code of Maryland:

(a) 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 State Finance and Procurement Article, §17-702, Annotated Code of Maryland; and

(b) It is not engaging in investment activities in Iran as described in State Finance and Procurement Article, §17-702, Annotated Code of Maryland.

2. The undersigned is unable to make the above certification regarding its investment activities in Iran due to the following activities:

L. CONFLICT MINERALS ORIGINATED IN THE DEMOCRATIC REPUBLIC OF CONGO (FOR SUPPLIES AND SERVICES CONTRACTS)

I FURTHER AFFIRM THAT:

The business has complied with the provisions of State Finance and Procurement Article, §14-413, Annotated Code of Maryland governing proper disclosure of certain information regarding conflict minerals originating in the Democratic Republic of Congo or its neighboring countries as required by federal law.

M. I FURTHER AFFIRM THAT:

Any claims of environmental attributes made relating to a product or service included in the bid or proposal are consistent with the Federal Trade Commission’s Guides for the Use of Environmental Marketing Claims as provided in 16 CFR §260, that apply to claims about the environmental attributes of a product, package, or service in connection with the marketing, offering for sale, or sale of such item or service.

N. ACKNOWLEDGEMENT

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 the 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 statutory right or remedy conferred by the Constitution and the laws of Maryland with respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the above business with 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: _____ (print name of Authorized Representative and Affiant)

_____ (signature of Authorized Representative and Affiant)

APPENDIX B

Price Proposal

Price proposals are due September 29, 2023 and should be emailed to:

Price_P.vjylf9dggc9k84mz@u.box.com

Price information should not be included with Technical Proposal.

**HILLTOP ACTUARIAL SERVICES
PRICE PROPOSAL FORM**

PROPOSAL NO. **#BC-21332-L**

DUE DATE: **Friday, September 29, 2023 at 11:59pm**

PROPOSER: _____

FID Number: _____

PRICE PROPOSAL

Lori Lynch
University of Maryland Baltimore County
Administration Building
1000 Hilltop Circle,
Baltimore, MD 21250

The undersigned hereby submits the Price Proposal to provide the consulting services for Hilltop Actuarial Services as set forth in #BC-21332-L and the following subsequent addendum:

Addendum _____	dated _____
Addendum _____	dated _____
Addendum _____	dated _____
Addendum _____	dated _____
Addendum _____	dated _____

Having received clarification on all matters upon which any doubt arose, the undersigned proposes to perform and complete the services as described in solicitation documents. By signing and submitting this response, undersigned hereby agrees to all the terms and conditions of the solicitation documents.

Mandatory Requirements—Fixed Price Proposal

Fixed Price Proposal						
Mandatory Requirements	Base Year	Option Year 1	Option Year 2	Option Year 3	Option Year 4	Total
Maryland Medicaid Managed Care Rate Setting, Tasks 1.1 – 1.10 (Includes Travel to 2 In-Person Meetings)	\$	\$	\$	\$	\$	\$
Medicaid Rate Development for Maryland PACE, Tasks 2.1 – 2.6	\$	\$	\$	\$	\$	\$
Medicaid Rate Development for Maryland Developmental Disabilities HCBS Waiver Programs, Tasks 3.1 – 3.5 (Includes Travel to 2 In-Person Meetings)	\$	\$	\$	\$	\$	\$
TOTAL	\$	\$	\$	\$	\$	\$

Billing for Mandatory Requirements is based on an approved fixed price. No rate increases are permitted during the term of the contract.

Enter the total fixed price for the base year and all option years. For the total, add the base year and all option years for each task.

Additional Services—Blended Hourly Labor Rate

Blended Hourly Labor Rate							
Optional Services	Estimated Hours/Contract Year	Base Year	Option Year 1	Option Year 2	Option Year 3	Option Year 4	Total
Maryland Medicaid Managed Care Rate Setting, Task 1.10	200	\$	\$	\$	\$	\$	\$
Medicaid Rate Development for Maryland PACE, Task 2.5	100	\$	\$	\$	\$	\$	\$
Medicaid Rate Development for Maryland Developmental Disabilities HCBS Waiver Programs, Task 3.6	200	\$	\$	\$	\$	\$	\$
							\$

Estimated optional hours each year of the contract period are indicated above. Optional services are to be billed using a single blended hourly labor rate. No rate increases are permitted during the term of the contract.

Enter the blended hourly rate for each optional service. To calculate the total, multiply the estimated number of hours by the hourly rate for each year and then provide a sum for all years. Example: (200 x Base Year Hourly Rate) + (200 x Option Year 1 Hourly Rate) + (200 x Option Year 2 Hourly Rate) + (200 x Option Year 3 Hourly Rate) + (200 x Option Year 4 Hourly Rate) = Total for Task 1.10.

On-Call Services

Hourly Labor Rates					
On-Call Services	Base Year	Option Year 1	Option Year 2	Option Year 3	Option Year 4
Principal/Managing Director	\$	\$	\$	\$	\$
Director	\$	\$	\$	\$	\$
Senior Manager	\$	\$	\$	\$	\$
Manager	\$	\$	\$	\$	\$
Senior Analyst	\$	\$	\$	\$	\$
Analyst	\$	\$	\$	\$	\$

On-call services to be billed based an approved budget using hourly rates specified in the above table. No rate increases are permitted during the term of the contract. The budget for individual task orders may not exceed \$200,000. The aggregate value of task orders awarded in a contract year may not exceed \$200,000.

Signature of Principal of Firm who can bind Firm to the Price Proposal

Signature:

Printed Name:

Title:

Date:

APPENDIX C

UMBC CONSULTING CONTRACT

By submitting a proposal in response to this solicitation, Proposer affirms that it will execute this contract in substantially the same form. UMBC is under no obligation to negotiate terms and conditions of the Contract but may do so if deemed in its best interest.

CONTRACT FOR CONSULTANT SERVICES
BETWEEN
THE UNIVERSITY OF MARYLAND, BALTIMORE COUNTY
AND

By this Contract, made as of _____, by and between The University of Maryland, Baltimore County, a constituent institution of the University System of Maryland and an instrumentality and an agency of the State of Maryland (“University”, “UMBC”, or “State”) located at 1000 Hilltop Circle, Baltimore, Maryland 21250 and **Name of Consultant** (“Consultant”), the parties hereby agree as follows:

Consultant represents that it has expertise providing certain services (“Services”) as more fully described in the attached Exhibit A - “Scope of Work”. Based on Consultant’s expertise and experience, University wishes to engage the consulting services of Consultant, and in consideration of the covenants and agreements set forth herein.

1 CONSULTING SERVICES

- 1.1 Engagement of Consultant. University hereby engages Consultant to perform the Services described in Exhibit A, and Consultant hereby accepts the engagement, and agrees to perform the Services upon the terms and conditions set forth herein.
- 1.2 Term. The engagement of Consultant hereunder shall commence on _____ and end on _____, unless terminated sooner in accordance with the provisions of this Agreement. This Contract may be renewed for _____ at the sole option of the University. All terms and conditions of this Contract shall remain in effect for all subsequent renewal terms. The schedule of renewal year shall be as follows: _____.
- 1.3 Delivery and Completion Schedule. Consultant agrees to perform the Services in the time frames set forth in the attached Exhibit A and otherwise specified by University. Consultant understands that **TIME IS OF THE ESSENCE** in performing the Services.
- 1.4 Consultant’s Representations. In the performance of Consultant’s duties under this Agreement, Consultant shall adhere to the highest fiduciary standards, ethical practices and standards of care and competence. Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of University. Consultant agrees to comply with all applicable Federal, State and local laws and regulations.

2 INDEPENDENT CONTRACTOR

- 2.1 The relationship of the Consultant to University is that of an independent contractor and nothing herein shall be construed as creating an employment or agency relationship. The Consultant 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 Consultant shall not be entitled to any benefits accorded to University’s employees including, without limitation, worker’s compensation, disability insurance, vacation or sick pay. Consultant shall be responsible for providing, at Consultant’s expense, disability, worker’s compensation or other insurance as well as licenses and permits usual or necessary for conducting the services hereunder. Consultant shall be obligated to pay any and all applicable local, state and federal payroll and other taxes incurred as a result of Consultant’s fees hereunder. Consultant hereby indemnifies University for any claims, losses, costs, fees, liabilities, damages or penalties suffered by University arising out of Consultant’s breach of this provision.
- 2.3 Consultant shall not be considered an agent of University for any purpose whatsoever, nor shall Consultant have the right to, and shall not, commit University to any agreement, contract or undertaking. Consultant shall not use University’s name in its promotional material or for any advertising or publicity purposes.

3 CONSULTING FEES AND EXPENSES

- 3.1 Consulting Fees.
- 3.1.1 University shall pay Consultant **at the rate indicated in the attached Exhibit A**, for time actually spent on the Services and for the period set forth herein. The total fees payable to Consultant shall not exceed \$_____, payable at the rate of \$_____ per hour.
- 3.1.2 The fees set forth herein includes all costs of operation, including benefits attributable to payroll, overhead, wages and salaries of Consultant's employees, if any, and all applicable taxes.
- 3.1.3 Consultant shall submit invoices to University upon completion of the milestones or other applicable payment terms set forth in **Exhibit A**. To the extent University may reasonably require, Consultant shall support each invoice with justification for Services performed. Invoices shall include the Consultant Federal Identification number or Social Security number, as applicable, and shall be submitted for approval to University at the above-referenced address. After the University has approved the invoice, payment will be due within thirty (30) days of receipt of the invoice.
- 3.2 Expenses.
- 3.2.1 Consultant shall be entitled to reimbursement by University of certain business expenses and costs described in the attached Exhibit A, if any. If Consultant is required to travel, it must first obtain University's written consent. Time spent in local travel to and from University's offices shall not be considered time worked. All reimbursable expenses will be paid at actual costs with no mark-up permitted. Total estimated expenses not to exceed \$_____.
- 3.3 Audit Rights.
- 3.3.1 Consultant 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 Consultant relating to the invoices submitted by Consultant pursuant to this Agreement.

4 OWNERSHIP OF INTELLECTUAL PROPERTY

- 4.1 Consultant 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. Consultant agrees to promptly disclose to University all such New Developments. Upon University's request, Consultant 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. Consultant 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.
- 4.2 Consultant warrants that Consultant 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.

5 CONFIDENTIALITY AND NON-DISCLOSURE

- 5.1 Consultant acknowledges that in performing the Services hereunder, University may have to disclose to Consultant 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. Consultant further acknowledges that the Services and any deliverables may incorporate Confidential Information. Consultant agrees that all items of confidential Information are proprietary to University and shall remain the sole property of University.
- 5.2 Consultant agrees as follows:

- 5.2.1 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.
- 5.2.2 To restrict access to the Confidential Information to personnel of Consultant 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.
- 5.2.3 To return all Confidential Information in Consultant's possession upon termination of this Contract or upon University's request, whichever occurs first.
- 5.2.4 To hold in confidence information and materials, if any, developed pursuant to the Services hereunder.
- 5.3 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.

6 INSURANCE/INDEMNIFICATION

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

Worker's Compensation	Statutory
Comprehensive General Liability:	
Bodily Injury and	\$500,000 each person
Property Damage	\$1,000,000 each occurrence
Comprehensive Automobile Liability:	
Bodily Injury and	\$500,000 each person
Property Damage	\$1,000,000 each occurrence

In addition to the above mentioned coverage, Consultant shall maintain in force, for the duration of this contract, errors and omissions liability insurance appropriate to the consultant'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 consultant's services as defined in this contract. Coverage shall be written subject to limits of not less than \$500,000 per loss.

- 6.2 Consultant 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 Consultant 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 consultant to perform any of its representations, warranties and agreements contained in this Agreement.

7 CONFLICT OF INTEREST

Consultant affirms that to the best of its knowledge there exists no actual or potential conflict between Consultant'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.

8 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 Consultant's rights under any termination clause in this Contract. The effect of termination of the Contract hereunder will be to discharge both the Consultant 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 Consultant 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 Consultant 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.

9 TERMINATION FOR DEFAULT

If the Consultant 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 Consultant. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the Consultant shall, at the University's option, become the University's property. The University shall pay the Consultant fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by Consultant's breach. If damages are more than the compensation payable to the Consultant, the Consultant 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.

10 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 Consultant has incurred up to the date of termination and all reasonable costs associated with termination of the Contract. However, the Consultant 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.

11 DISPUTES

This Contract shall be subject to the provisions of University System of Maryland Procurement Policies and Procedures. Pending resolution of a claim, the Consultant 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.

12 NONDISCRIMINATION

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

13 ANTI-BRIBERY

The Consultant certifies that, to the Consultant's best knowledge, neither the Consultant; nor (if the Consultant is a corporation or partnership) any of its officers, directors, or partners; nor any employee of the Consultant 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.

14 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.

15 **WAIVER OF JURY**

UMBC AND CONSULTANT 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 CONSULTANT, 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.

16 **ENTIRE AGREEMENT**

- 16.1 This Contract constitutes 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. Further, incorporated herein by reference are the terms and conditions stated in [RFP or bid], any amendments or addenda thereto and Consultant's response to aforementioned RFP. 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.
- 16.2 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.
- 16.3 Assignment. This Contract and the rights, duties, and obligations hereunder may not be assigned or subcontracted by Consultant without the prior written consent of University.
- 16.4 Partial Invalidity, Waiver 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.
- 16.5 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.
- 16.6 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.

Signature _____
Firm Name _____ Date _____
Signatory Name _____

Signature _____
University of Maryland, Baltimore County _____ Date _____
XXXX

EXHIBIT A

Statement of Work (SOW)

1. **PROJECT TITLE:**
2. **GENERAL DESCRIPTION:**
3. **OBJECTIVES:**
4. **SPECIFIC TASKS:**
 - a.
 - b.
 - c.
5. **CONSULTANT INFORMATION:**
6. **DELIVERABLES:**