

## SIXTH MODIFICATION OF ACTUARIAL AND CONSULTANT SERVICES CONTRACT

THIS SIXTH MODIFICATION (the "Modification") is made as of the <sup>2<sup>nd</sup></sup> day of <sup>May</sup> April, 2012 by and between GABRIEL ROEDER SMITH INC. A/K/A GABRIEL, ROEDER, SMITH & CO (the "Contractor") and the STATE OF MARYLAND, acting through the DEPARTMENT OF BUDGET AND MANAGEMENT (the "Department").

In consideration of the promises herein, the adequacy of which is duly acknowledged, the parties hereto agree as follows:

### 1. Definitions.

- 1.1 "Contract" means the Contract for Consultant and Actuarial Services for State Employee and Retiree Benefits Program between the parties dated November 15, 2006, amended by a first Modification dated March 6, 2007 a Second Modification dated February 7, 2008, a Third Modification dated November 19, 2009, a Fourth Modification dated October 8, 2010, and a Fifth Modification dated November 16, 2011 for the Request for Proposals for Consultant and Actuarial Services for State Employee and Retiree Benefits Program, No. F10R7200001 dated June 27, 2006.
- 1.2 "Financial Proposal" means the Contractor's best and final Financial Proposal dated August 29, 2011 submitted in response to the RFP.
- 1.3 "RFP" means the Request for Proposals for Consultant and Actuarial Services for State Employee and Retiree Benefits Program, No. F10B1400010 dated April 14, 2011, including all addendums and attachments issued by the Procurement Officer through August 23, 2011.
- 1.4 "Technical Proposal" means the Contractor's Technical Proposal dated May 20, 2011 submitted in response to the RFP, including all attachments, addendums, clarifications, and subsequent correspondence submitted by the Contractor through July 11, 2011.

2. **Defined Terms.** All capitalized terms used in this Sixth Modification shall have the same meaning as provided in the Contract or the RFP, whichever is applicable.

### 3. Time for Performance.

- 3.1 Section 3 of the Contract shall be amended to provide that the Contractor shall provide services consistent with the Modification for an additional six (6) months, from June 1, 2012 through November 30, 2012.
- 3.2 Notwithstanding the provisions of Section 3.1 of this Modification, the Department shall have the unilateral right to terminate the Contract prior to the end of the six-month extension created by this Modification if the Board of Public Works approves the contract resulting from the RFP. The Department shall exercise its unilateral right to terminate the Contract by issuing a Notice of Termination to the Contractor. The Department's unilateral right to terminate the Contract is in addition to and not in lieu of the Department's right to terminate for default or convenience under the Contract. The Department, in exercising its unilateral right to terminate the Contract pursuant to this Section 3.2, shall incur no liability to the Contractor for any costs associated with the termination of the Contract.
- 3.3 The Department shall pay amounts due to the Contractor, as provided by the Financial Proposal, for services rendered up to and including the last date on which Contractor provides services, in accordance with the Notice of Termination.

**4. Consideration and Payment.**

4.1. In consideration for services provided beginning June 1, 2012, the Contractor shall be paid in accordance with the terms of the RFP and the Technical and Financial Proposals, adjusted as follows:

- a. Actuarial Services – Shall not exceed [redacted] billed using the three labor categories identified in section 4.2 below at the hourly rates identified in section 4.2; provided, however, that the services identified in RFP section 3.1.2 (the “GASB Services”) are excluded from the above budget and, if requested by the Department, GASB Services will be billed by separate Task Order using the hourly rates shown in section 4.2 below.
- b. Consulting Services – Shall not exceed [redacted] and shall be billed by Task Order using the hourly rates in section 4.2 below.

4.2. The fully-loaded hourly rates for the three labor categories shall be:

Labor Category	Hourly Rate
Principal	[redacted]
Senior Consultant	[redacted]
Junior Consultant	[redacted]

5. **Transition Services.** The Contractor shall cooperate in the orderly transition of plan administration services from it to a subsequent contractor upon receipt of a Notice of Termination from the Department. Transition shall be provided in a prompt and timely manner, shall proceed in accordance with a schedule that is mutually agreed upon by the Contractor and the Department in the Notice of Termination, and shall be for a period not to exceed ninety (90) days. This includes provision by the Contractor of the following:

- 5.1. State of Maryland claims data currently held in the data warehouse. Such data shall be provided in its original format as received by the Contractor.
- 5.1. Enrollment data currently held in the data warehouse. Such data shall be provided in its original format as received by the Contractor.
- 5.1. Electronic versions of all vendor-provided reports.

**6. Scope of Sixth Modification.**

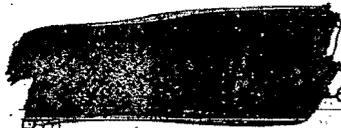
- 6.1 This Modification amends the Contract specifically as described herein. Except as specifically revised by the terms of this Modification, all of the terms of the Contract shall remain in full force and effect, and shall apply to this Modification.
- 6.2 If there is any conflict among this Modification; the Contract, the RFP, the Technical Proposal and the Financial Proposal, the terms of this Modification shall govern. If there is any conflict among the remaining documents, the following order of precedence shall determine the prevailing provision:

- (1) The Contract
- (2) The RFP, including attachments, as amended
- (3) The Technical Proposal
- (4) The Financial Proposal

IN WITNESS THEREOF, the parties have executed this Sixth Modification.

Contractor  
GABRIEL, ROEDER, SMITH & COMPANY

State of Maryland  
Department of Budget and Management

  
By: \_\_\_\_\_ Date 4/12/12

  
By: Eloise Foster Date 5/2/12  
Secretary

Approved for form and legal  
sufficiency this 2nd day of May April 2012:

  
Assistant Attorney General