

REQUEST FOR PROPOSAL
HOWARD COUNTY PUBLIC SCHOOL SYSTEM
RFP # 033.17.B7

Voluntary Benefits

Prepared by:

KELLY Benefit Strategies
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Issued by:

Howard County Public School System
10910 Route 108
Ellicott City, MD 21042

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BACKGROUND INFORMATION

Howard County Public School System (HCPSS) is soliciting proposals for Voluntary Benefits for active employees. Currently, Voluntary benefits are offered through AFLAC, The Standard and VOYA. Employees can enroll in Short Term Disability or Long Term Disability through The Standard. Critical Illness w/Cancer coverage is available through AFLAC. Personal Accident and Voluntary Whole Life Insurance with a LTC rider is available through VOYA.

Bidders may quote **on any or all** of the requested plans and services. Bidders quoting on more than one of the requested coverages / services must provide independent quotes for each coverage / service they are quoting on as each line of coverage / service will be evaluated separately.

HCPSS is soliciting proposals to consolidate plan offerings and obtain competitive pricing.

HCPSS has retained KELLY Benefit Strategies (KBS) as a consultant for this RFP.

TERMS AND CONDITIONS

PART I - CONTRACT ADMINISTRATION DATA

APPOINTMENT OF CONTRACTING OFFICER'S REPRESENTATIVE

The Contracting Officer's Representative shall be as follows:

**Howard County Public School System
Pierre van Greunen
Purchasing Officer
10910 Route 108
Ellicott City, MD 21042**

No authority to modify any provisions of this basic contract is granted. Any deviation from the terms of the basic contract must be submitted for contractual action to the above Purchasing Officer.

ADDRESS TO WHICH PAYMENT SHALL BE MAILED

Offeror shall indicate in the space provided below, the address to which payment should be mailed, if such address is different from that shown for the offeror. (Page 1 of this solicitation.)

PAYMENT TO CONTRACTOR

Payment will be made within 30 days after receipt of contractor invoice, by Howard County Public School System, as appropriate, provided that the County has determined all contract provisions have been complied with.

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CONTRACTOR'S INVOICE

The Contractor shall submit an original and one (1) copy of his/her invoice upon completion and acceptance of the services by HCPSS to the appropriate department agency.

Invoices shall contain the minimum information as follows:

- a. Name and Address of Vendor
- b. Invoice Date
- c. Account Number
- d. Applicable Group Numbers
- e. Billing Period
- f. Sufficient details to accommodate a monthly reconciliation (member name, effective date, level of coverage (Individual, Family, etc.), and monthly premium total for each member)

PART II - CONTRACT CLAUSES

OFFICIALS NOT TO BENEFIT

"No HCPSS Official or other Elected Official of Howard County shall be admitted to any share or part of this contract or to any benefit arising from it. However, this clause does not apply to this contract to the extent this contract is made with a corporation for the corporation's general benefit provided the Official is not a major shareholder."

CONTRACTOR GRATUITIES TO HCPSS PERSONNEL

GRATUITIES

- a. HCPSS may, by written notice to the Contractor, terminate the right of the Contractor to proceed under this contract if it is found, after notice and hearing, by the Procurement Office that Gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor, to any Officer or Employees of HCPSS with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performance of such contract; provided that the existence of the facts upon which such findings are made shall be in issue and may be reviewed in any competent Court.
- b. In the event this contract is terminated as provided in paragraph (a) hereof, HCPSS shall be entitled:
 - (1) To pursue the same remedies against the Contractor as it could pursue in the event of breach of the contract by the Contractor, and;
 - (2) As a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount which shall be not less than three nor more than ten times the costs incurred by the Contractor in providing such Gratuities to any such Officer and Employee.
 - (3) The rights and remedies of HCPSS provided in this Clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

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CONTINGENT FEES

A contingent fee is any commission, percentage, brokerage or other fee that is contingent on the success that a person or firm has in securing a contract with Howard County Public Schools. Improper influence is defined as any influence that induces an HCPSS contract on any basis other than the merits of the matter.

COVENANT AGAINST CONTINGENT FEES

- a. The Contractor warrants that no person or agency has been employed or retained to solicit this contract upon an agreement or understanding for a contingent fee except a bona fide employee or agency. For breach or violation of this warranty, HCPSS shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or otherwise recover the full amount of the contingent fee.
- b. "Bona fide Agency" as used in this clause means an established commercial or selling agency maintained by a Contractor for the purpose of securing business, that neither exerts or proposes to exert improper influence to solicit or obtain HCPSS contracts nor holds itself out as being able to obtain any HCPSS contract through improper influence.
- c. "Bona fide Employee" as used in this clause means a person employed by a contractor and subject to the contractor's supervision and control as to time, place and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain HCPSS contracts nor holds out as being able to obtain any HCPSS contract through improper influence.
- d. "Contingent Fee" as used in this clause means any commission, percentage brokerage or other fee that is contingent upon the success that a person or concern has in securing a HCPSS contract.
- e. "Improper Influence" as used in this clause means any influence that induces a HCPSS employee to give consideration or to act regarding a HCPSS contract on any basis other than the merits of the matter.

DISPUTES

- a. Except as otherwise provided in this contract, any Dispute concerning a question of fact arising under this contract which is not disposed of by agreement, shall be decided by the Contracting Officer shall be final and conclusive unless within 30 days from the receipt of such Decision the Contractor furnishes to the Contracting Officer a written appeal addressed to the Procurement Officer. The Decision of the Procurement Officer or a duly authorized representative for the determination of such appeals shall be final and conclusive. This provision shall not be pleaded in any suit involving a question of fact arising under this contract as limiting Judicial review of any such Decisions to cases where fraud by such Official or the representative of such Official is alleged: Provided, however, that any such Decision shall be final and conclusive unless the same is fraudulent, capricious or arbitrary, or so grossly erroneous as necessarily to imply bad faith or is not supported by substantial evidence. In connection with any appeal proceeding under this Clause, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal.
- b. Pending final decision of a Dispute hereunder, The Contractor shall proceed diligently with the performance of the contract and in accordance with the Director of Purchasing's decision.

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- c. This Disputes Clause does not preclude consideration of questions of law in connection with Decisions provided for in paragraph (a.) above. Nothing in this contract, however, shall be construed as making final the Decision of any Administrative Official or representative on a question of law.

DISCOUNT FOR PROMPT PAYMENT

In connection with any discount offered for prompt payment, time shall be computed from the date of completion of and acceptance of Services or the delivery and acceptance of Supplies. For purposes of computing the Discount earned, payment shall be considered to have been made on the date the HCPSS check was mailed.

EXTRAS

Except as otherwise provided in this contract, no payment for Extras shall be made unless such Extras and the price therefore have been authorized in writing by the Director of Purchasing.

ASSIGNMENT OF CLAIMS

- a. The Contractor may assign its rights to be paid amounts due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution. The assignee under such an assignment may thereafter further assign its right under the original assignment to any type of financing institution.
- b. Any assignment or reassignment under this Clause shall cover all unpaid amounts payable under this contract, and shall not be made to more than one part, except, that the one party to whom assignment or reassignment is made may act as agent or trustee for two or more parties participating in the financing of this contract.

LATE BIDS, MODIFICATIONS OR WITHDRAWAL OF BIDS

- a. Any Bid received at the office designated in the Solicitation after the exact time specified for receipt will not be considered unless:
1. it was sent by registered or certified mail not later than the fifth calendar day prior to the date specified for Bid receipt, or
 2. it was sent by mail and HCPSS determines that late receipt was due solely to mishandling by HCPSS after it was received.
- a. Any modification or withdrawal of Bids is subject to the same conditions as in (a) above. A Bid may be withdrawn by a Bidder or authorized representative but only if the withdrawal is made prior to the exact time set for the receipt and opening of Bids.
- b. The only acceptable evidence to establish mailing date of a dated Bid, modification, or withdrawal is a postmark (exclusive of a postage meter) legibly affixed by an employee of the U.S. Postal Service.

EQUAL OPPORTUNITY

During the performance of this contract the Contractor certifies that it shall not discriminate against any employee or applicant because of race, color, religion, sex or national origin and that this policy shall be included in all solicitations or advertisement for employees during the term of this contract.

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UNNECESSARILY ELABORATE CONTRACTOR PROPOSALS**

Unnecessarily elaborate brochures or other presentations beyond that sufficient to complete an effective proposal are not desired and may be construed as an indication of the offeror's lack of cost consciousness. Elaborate art work, expensive paper and bindings and expensive visual and other presentation aids are neither necessary nor wanted.

ORDER OF PRECEDENCE

In the event of an inconsistency between provisions of this solicitation, the inconsistency shall be resolved by giving precedence in the following order:

- a. The schedule, excluding the specifications;
- b. Terms and conditions of the solicitations;
- c. General provisions;
- d. Other provisions of the contract when attached or incorporated by reference; and
- e. The specifications.

TERMINATION FOR CONVENIENCE OF HCPSS

The Director of Purchasing, by written notice, may terminate this contract in whole or in part, when it is in HCPSS's interest. If this contract is terminated, HCPSS shall be liable only for payment, under the payment provisions of this contract, for services rendered before the effective date of Termination.

OPTION TO EXTEND SERVICES

HCPSS may require continued performance of any Services within the limits and at the rates stated in the Offeror's Proposal. The Contracting Officer may exercise the Option by written notice to the Contractor within the period specified in the Schedule.

OPTION TO EXTEND THE TERM OF THE CONTRACT

- a. HCPSS may extend the term of this contract by written notice to the Contractor within the time specified in the Specifications; provided that HCPSS shall give the Contractor a preliminary written notice of its intention to extend at least 60 days before the contract expires. The preliminary notice does not commit HCPSS to an extension.
- b. If HCPSS exercises this Option, the extended contract shall be considered to include this Option provision.
- c. The total duration of this contract, including the exercises of any Options under this Clause shall not exceed 8 (years).

CHANGES

The Director of Purchasing may at any time, by a written order, and without notice, make changes, within the general scope of this contract, in the definition of services to be performed, and the time (i.e., hours of the day, days of the week, etc.) and place of performance thereof. If any such change causes an increase or decrease in the cost of the time required for performance of any part of the work under this contract, whether changed or not changed by any such order, an equitable adjustment shall be made in the contract price or delivery schedule, or both, and the contract shall be modified in writing accordingly. Any claim by the contractor for adjustment under this clause must be asserted within 30 days from the date of receipt by the contractor of the notification of change.

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Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes". However, nothing in this clause shall excuse the contractor from proceeding with the contract as changed.

MULTI-AGENCY PARTICIPATION

Under §5-112, Paragraph (3) of the Education Article of the Annotated Code of Maryland HCPSS may with Board of Education approval participate in contracts for goods or commodities that are awarded by other public agencies or by intergovernmental purchasing organizations if the lead agency for the contract follows the public bidding procedures. HCPSS therefore reserves the right to extend the terms and conditions of this solicitation to any and all other agencies within the state of Maryland as well as any other federal, state, municipal, county, or local governmental agency under the jurisdiction of the United States and its territories. This shall include but not limited to private schools, parochial schools, non-public schools such as charter schools, special districts, intermediate units, non-profit agencies providing services on behalf of government, and/or state, community and/or private colleges/universities that require these goods, commodities and/or services. A copy of the contract pricing and the bid requirements incorporated in this contract will be supplied to requesting agencies.

Each participating jurisdiction or agency shall enter into its own contract with the Award Bidder(s) and this contract shall be binding only upon the principals signing such an agreement. Invoices shall be submitted in duplicate "directly" to the ordering jurisdiction for each unit purchased. Disputes over the execution of any contract shall be the responsibility of the participating jurisdiction or agency that entered into that contract. Disputes must be resolved solely between the participating agency and the Award.

PART III - NO INDIVIDUAL LIABILITY

No elected official, appointed official, employee, servant, agent or law enforcement officer shall be held personally liable under this Contract and any extension or renewals thereof because of its enforcement or attempted enforcement provided they are acting within the course and scope of their employment or governmental duties and responsibilities.

PART IV - SEVERABILITY

In the event any portion of this solicitation/contract is found to be unconstitutional, illegal, null or void, by a court of competent jurisdiction, it is the intent of HCPSS to sever only the invalid portion or provision, and that the remainder of the solicitation/contract shall be enforceable and valid, unless deletion of the invalid portion would defeat the clear purpose of the solicitation/contract (ordinance), or unless deletion of the invalid portion would produce a result inconsistent with the purpose and intent of HCPSS in entering into this solicitation/contract.

PART V - SUFFICIENT APPROPRIATIONS

HCPSS's financial obligations, if any, under this Contract are contingent upon sufficient appropriations and authorization being made by HCPSS for the performance of this Contract. HCPSS's decision as to whether sufficient appropriations are available shall be accepted by the other party or parties to this Contract, and shall be final.

PART VI - THIRD PARTY BENEFICIARY

It is specifically agreed between the parties executing this solicitation/contract that it is not intended by any of the provisions of this Contract to create in the public or any member thereof, third party beneficiary status in connection with the performance of the obligations herein without the written consent of HCPSS and notwithstanding its

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concurrence in or approval of the award of any contract or subcontract or the solicitation thereof in fulfilling the obligations of the Contract.

SUBMISSION INSTRUCTIONS

ISSUING OFFICE:

**The Issuing Office Is:
Howard County Public School System
c/o Pierre van Greunen, Purchasing Officer
10910 Route 108
Ellicott City, MD 21042**

CONSULTANT TO HOWARD COUNTY PUBLIC SCHOOLS:

**Joseph G. DiMaggio, Jr.
KELLY Benefit Strategies
c/o Howard County Public School System
1 KELLY Way
Sparks MD 21152**

DUE DATE AND TIME:

Fifteen (15) paper copies (One '1' original) and eight (8) flash drive copies of your proposal must arrive at Howard County Public Schools by 3:00 PM on **MARCH 31, 2017**. The proposal should be addressed to:

**Howard County Public Schools
c/o Pierre van Greunen, Purchasing Officer
10910 Route 108
Ellicott City, MD 21042**

PRE BID MEETING:

There will be a non-mandatory Pre-Bid meeting on March 13, 2017 at 10:00 a.m. The meeting will be held at the Issuing office address listed above. For those bidders not able to attend, the meeting will be accessible by teleconference by calling (866) 822-3851 passcode 908-8769 at any time during the conference.

CONFIDENTIALITY:

Respondents should give specific attention to the identification of those portions of their technical proposals that 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 HCPSS under Public Records. Respondents must clearly indicate each and every section that is deemed to be confidential, proprietary, or a trade secret. It is not sufficient to preface your technical proposal with a proprietary statement.

EFFECTIVE DATE:

It is anticipated that services will begin January 1, 2018.

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RATE GUARANTEE:

All rates/fees must be guaranteed for a minimum of 24 months. Renewals must also be guaranteed for 24 months. It is HCPSS's intent that the successful respondent(s) shall be awarded the contract for **an initial two-year period with the potential for three (3) subsequent 2-year renewal options** subject to HCPSS' acceptance of each renewal and satisfactory performance. A four-year guarantee will be considered favorable.

RATE NOTIFICATION:

Renewal rate action requirements must be made available, in writing, by April 1 of each year.

COMMISSIONS:

All rates must be net of any commissions.

PROPOSAL FORMS:

You **MUST** submit all applicable Proposal Forms in order for your proposal to be considered. All forms must be provided **in both written and electronic formats**. Provide the electronic format on flash drive. Completion of these Forms, as they are presented, is required for proposals to be considered. Do not retype or change the format of the proposal forms.

DEVIATIONS FROM RFP:

All proposals should meet the requirements set forth in this RFP. All proposals should be based on the requested benefits and census information included in this RFP. Any deviations must be clearly specified on **Proposal Form 4** titled "Deviations from Specifications."

PROPOSAL OPTIONS:

Bidders may quote on any voluntary benefits. Rates/Costs must be quoted on a stand-alone basis for each coverage and service proposed. Discounts for multiple lines of coverage will be considered/accepted.

QUESTIONNAIRES:

The enclosed questionnaires (Proposal Forms 1 and 2) must be completed and returned with your proposal. Complete the sections applicable to the coverages and services you are quoting. The questionnaires are included in the file attachments in Microsoft Word format. Please answer your questionnaire in Word and do not retype the document. Save the files as Proposal Form 1 – (vendor name) and Proposal Form 2 – (vendor name). If you do not follow this format, your proposal may be disqualified. If you are only quoting certain lines of coverage or services, please respond to the applicable sections and note "Not applicable" in the other sections.

ANNUAL ENROLLMENT ASSISTANCE:

You must provide annual enrollment support to HCPSS including communications, attendance as requested at employee benefit meetings (estimated to be approximately eight – ten in the year), administration and any other services that HCPSS deems appropriate. HCPSS is also requesting that vendors mail to employees who select their plan the certificates of coverage/booklets.

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E-MAIL ADDRESSES

All carriers interested in responding to this RFP shall provide to Kelly Benefit Strategies an e-mail address for subsequent contacts. Send e-mail addresses to anovotny@kellyway.com and msmith@kellyway.com.

QUESTIONS:

All questions pertaining to this RFP shall be sent via e-mail to anovotny@kellyway.com, and Pierre_vangreunen@hcpss.org. Responses will be furnished by addendum sent via email to each respondent who has replied as outlined above. Deadline for receipt of questions and inquiries is March 17, 2017. **Please note: questions regarding the motivating factors for the RFP, or regarding satisfaction with current vendors or with the current vendor relationships, will not be answered. Questions that have already been addressed as part of this RFP or questions otherwise deemed unnecessary or frivolous by the Consultant will result in a scoring penalty (see Evaluation Methodology section below). No additional questions will be answered regarding decision criteria, as this is clearly provided as part of the Evaluation Methodology section.**

CENSUS DATA:

Census data will be provided upon receipt of the signed NDA form by KBS.

CURRENT PLAN INFORMATION

ELIGIBILITY:

All active Employees who work 17.5 hours per week on a regularly scheduled basis are eligible for voluntary benefits offered; however employees must work 30 hours per week to be eligible for short term and long term disability benefits.

WAITING PERIOD:

The first of the month following date of employment.

EMPLOYEE CONTRIBUTIONS:

Employees pay 100% of the cost of the voluntary coverages.

CURRENT BENEFITS:

Benefit summaries for the current plans will be provided upon receipt of the signed NDA form by KBS.

PLAN YEAR

The plan year will be January 1 through December 31.

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REQUESTED PLANS

It is the intent of HCPSS to award administration of the proposed benefit plans on the following basis:

Quote any or all of the following voluntary plans. Your voluntary proposals must have no minimum participation requirements and no mandatory enrollment meetings may be required.

- **Personal Accident Insurance, Cancer Insurance and Critical Illness Insurance.** Quote the current benefit levels and options. If your filed plan designs differ from the current plans, quote your plans that most closely mirror the current offerings and note all differences on Proposal Form 4. Plan should be guaranteed issue for new enrollees effective January 1, 2018 and for new hires.
- **Short Term Disability -.** Quote the current benefit features with a waiting period of 14 days. Do not quote additional plans or options. If your filed plan designs differ from the current plans quote your plans that most closely mirror the current offerings and note all differences on Proposal Forms 4. Please also note the cost to remove the maternity exclusion in the Financial Questionnaire. Plan should be guaranteed issue for new enrollees effective January 1, 2018 and for new hires.
- **Long Term Disability -.** Quote the current benefit features, except with benefit amounts of 50% or 60% of monthly income to a maximum of \$6,500 per month or \$7,500 per month. Do not quote additional plans or options. If your filed plan designs differ from the current plans quote your plans that most closely mirror the current offerings and note all differences on Proposal Forms 4. Plans should be guaranteed issue for new enrollees effective January 1, 2018 and for new hires.
- **Voluntary Whole Life or Universal Life with LTC rider** for Employees, Spouses and Children. Quote the current plan design. Evidence of Insurability is required except new hires enrolling within 30 days of date of hire are guaranteed a minimum amount of coverage. Please confirm that the guaranteed minimum amount of coverage is available to new enrollees effective January 1, 2018.

<u>RFP TIMELINE</u>	<u>DATE</u>
RFP released to vendors	March 6, 2017
Pre-Bid Conference	March 13, 2017
Questions due to KBS	March 17, 2017
RFP due to HCPSS Procurement	March 31, 2017
Finalist Meetings	April 25, 2017
Make final decision	May 19, 2017
Implementation	June 1 – Dec 31, 2017
Effective Date	January 1, 2018

FINALIST – BEST AND FINAL OFFERS

It is at the discretion of HCPSS to interview selected vendors and request best & final offers as part of this bidding process.

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PERFORMANCE GUARANTEES

Certain tasks are critical to the successful implementation and ongoing operation of the HCPSS benefit programs. The successful respondent(s) must be willing to the performance standards and associated penalties for not meeting the standards outlined on Proposal Form 3.

EVALUATION METHODOLOGY

A numeric evaluation system based on 100 evaluation points will be used to score the **voluntary proposals**. The maximum points awarded for each category are listed below.

I.	Cost Proposal <ul style="list-style-type: none">• <i>Rates</i>• <i>Performance Guarantees</i>• <i>Underwriting Requirements/GI</i>	35 Points
II.	Plan Design <ul style="list-style-type: none">• <i>Coverages Quoted</i>• <i>Benefit Levels</i>• <i>Deviations</i>	35 Points
III.	Administration/Service <ul style="list-style-type: none">• <i>Claims Administration</i>• <i>Service Standards/Results</i>• <i>Enrollment processes/capabilities</i>• <i>Data reporting</i>	15 Points
IV.	Compliance with Specifications <ul style="list-style-type: none">• <i>Proposal Instructions</i>• <i>Form Submission</i>• <i>Appropriateness of questions</i>	10 Points
V.	Client References	5 Points
TOTAL POINTS		100 POINTS

ATTACHMENT 1

Non-Disclosure Agreement

Confidential and Sensitive Data

WHEREAS, the Bidder is interested in submitting a formal bid for a Request for Proposals issued by Howard County Public School System (HCPSS) relating to employee benefits RFPs #33.17.B7.

WHEREAS in order for the Bidder to perform the work required to successfully submit a proposal, it will be necessary for HCPSS to provide the Bidder and the Bidder's employees, agents, and subcontractors (collectively the "Bidder's Personnel") with access to certain information HCPSS deems confidential information (the "Confidential Information").

NOW, THEREFORE, in consideration of being given access to the Confidential Information in connection with the RFPs, and for other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the Bidder does hereby agree as follows:

1. Confidential Information means census data, medical or prescription utilization data, claims data, or any other information normally considered sensitive information provided by or made available by HCPSS to the Bidder in connection with RFPs, regardless of the form, format or media on or in which the Confidential Information is provided and regardless of whether any such Confidential Information is marked as such. Confidential Information includes, by way of example only, information that the Bidder views, takes notes from, copies (if HCPSS agrees in writing to permit copying), possesses or is otherwise provided access to and use of by HCPSS in relation to RFPs.
2. Bidder shall not, without HCPSS's prior written consent, copy, disclose, publish, release, transfer, disseminate use, or allow access for any purpose or in any form, any Confidential Information provided by HCPSS except for the sole and exclusive purpose of performing under the RFP. Bidder shall limit access to the Confidential Information to the Bidder's Personnel who have a demonstrable need to know such Confidential Information in order to perform under the RFP and who have agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information. Bidder will retain a listing of those Personnel who have had access to the HCPSS Confidential Information, and shall provide said listing to HCPSS upon request.
3. If the Bidder intends to disseminate any portion of the Confidential Information to non-employee agents who are assisting in the Bidder's response of the RFP or who will otherwise have a role in performing any aspect of the RFP, the Bidder shall first obtain the written consent of HCPSS to any such dissemination. HCPSS may grant, deny, or condition any such consent, as it may deem appropriate in its sole and absolute subjective discretion.
4. Bidder hereby agrees to hold the Confidential Information in trust and in strictest confidence, to adopt or establish operating procedures and physical security measures, and to take all other measures necessary to protect the Confidential Information from inadvertent release or disclosure to unauthorized third parties and to prevent all or any portion of the Confidential Information from falling into the public domain or into the possession of persons not bound to maintain the confidentiality of the Confidential Information.
5. Bidder shall promptly advise HCPSS in writing if it learns of any unauthorized use, misappropriation, or disclosure of the Confidential Information by any of the Bidder's Personnel or the Bidder's former Personnel. Bidder shall, at its own expense, cooperate with HCPSS in seeking injunctive or other equitable relief against any such person(s).

6. Bidder shall promptly advise HCPSS in writing if it learns of any unauthorized use, misappropriation, or disclosure of the confidential information by any of the Bidder's Personnel or the Bidder's former Personnel. Bidder shall, at its own expense, cooperate with HCPSS in seeking injunctive or other equitable relief against any such person(s).
7. A breach of this Agreement by the Bidder or by the Bidder's Personnel shall constitute a breach of this agreement between the Bidder and HCPSS.
8. Bidder acknowledges that any failure by the Bidder or the Bidder's Personnel to abide by the terms and conditions of use of the Confidential Information may cause irreparable harm to HCPSS and that monetary damages may be inadequate to compensate HCPSS for such a breach. Accordingly, the Bidder agrees that HCPSS may obtain an injunction to prevent disclosure, copying or improper use of the Confidential Information. The Bidder consents to personal jurisdiction in the Maryland State Courts. HCPSS's rights and remedies hereunder are cumulative and HCPSS expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and to seek damages from the Bidder and the Bidder's personnel for failure to comply with the requirements of this Agreement. In the event HCPSS suffers any losses, damages, liabilities, expenses, or costs (including, by the way of example only, attorney's fees and disbursements) that are attributable, in whole or in part to any failure by the Bidder shall hold harmless and indemnify HCPSS from and against any such losses, damages, liabilities, expenses, and costs.
9. Bidder and each of the Bidder's Personnel who receive or have access to any Confidential Information shall execute a copy of such executed Agreements to HCPSS.
10. The parties further agree that:
 - a. This Agreement shall be governed by the State of Maryland;
 - b. The rights and obligations of the Bidder under this Agreement may not be assigned or delegated, by operation of law or otherwise, without the prior written consent of HCPSS;
 - c. HCPSS makes no representations or as to the accuracy or completeness of any Confidential Information;
 - d. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement;
 - e. Signatures exchanged electronically are effective for all purposes hereunder the same extent as original signatures; and
 - f. The Recitals are not merely prefatory but are an integral part hereof.

Bidder Signature for Non-Disclosure Agreement:

By: _____

Print Name: _____

Title: _____

Company Name: _____

Dated: _____

Contact Phone #: _____

Contact Email Address: _____

HEALTH BENEFIT PLANS

For

HOWARD COUNTY PUBLIC SCHOOLS

QUESTIONNAIRE (Proposal Form 1 – Technical Questionnaire)

*This questionnaire is to be completed by **all bid respondents quoting on Voluntary Benefits.***

GENERAL

1. Provide information about your organization to include ownership, history providing voluntary benefits and number of lives covered in your current book of business.
2. Identify any recent or anticipated changes in ownership, including but not limited to, acquisitions, mergers, acquisition of new venture capital, etc. Describe the potential impact if any of these events have occurred within the last year or are planned within the upcoming year.
3. Provide references of three current clients of similar size for whom you provide administration for the benefit plans you are quoting. Include date plan was effective, benefit plans administered, number of covered employees, name of entity/contact person and phone number.

Name/Address/phone	Plans Offered	# Covered Ee's	Plan Effective Date

4. Provide references of three former clients who have terminated your services in the past two years. Provide the same information as noted above.

Name/Address/phone	Plans Offered	# Covered Ee's	Plan Term Date

5. Do you agree to the Performance Guarantees noted in Proposal Form 3 of the specifications?
6. Identify the Account Management and Service Team that will be assigned to HCPSS.

Name	Address/Phone	Title	Role

7. What has been the incidence of account management turnover for the unit which will service HCPSS over the last two years?
8. Confirm you will not change the account management and service team assigned to HCPSS mid-year unless a change is requested by HCPSS or the change is necessary due to a termination of employment.

**HEALTH BENEFIT PLANS
For
HOWARD COUNTY PUBLIC SCHOOLS
QUESTIONNAIRE (Proposal Form 1 – Technical Questionnaire)**

9. Confirm you understand all plans and services will be evaluated separately and your quote for each coverage or service you are proposing is on a stand-alone basis.
10. What capabilities do you have to communicate with HR/Benefits staff members of HCPSS via the Internet, specifically:
- | | | |
|--|-----------------------------|------------------------------|
| Enrollment/Eligibility Update Capabilities | <input type="checkbox"/> No | <input type="checkbox"/> Yes |
| Communication of Plan Designs | <input type="checkbox"/> No | <input type="checkbox"/> Yes |
| Claim Status | <input type="checkbox"/> No | <input type="checkbox"/> Yes |
| General Consumer Health Information | <input type="checkbox"/> No | <input type="checkbox"/> Yes |
11. What capabilities do you have to communicate with Plan members of HCPSS via the Internet, specifically:
- | | | |
|--|-----------------------------|------------------------------|
| Enrollment/Eligibility Update Capabilities | <input type="checkbox"/> No | <input type="checkbox"/> Yes |
| Communication of Plan Designs | <input type="checkbox"/> No | <input type="checkbox"/> Yes |
| Claim Status | <input type="checkbox"/> No | <input type="checkbox"/> Yes |
| General Consumer Health Information | <input type="checkbox"/> No | <input type="checkbox"/> Yes |
12. Describe your Internet communication capabilities for the services you indicated you can provide in Questions 10 and 11 above. Any additional costs associated with these services should be identified in your Financial Proposal.
13. Describe the steps of your implementation process. Include a sample timetable for a January 1, 2018 effective date.
14. In lieu of using employee's Social Security Number, can the client use an employee ID number or an assigned number issued by the vendor for eligibility transmission?
15. Are you able to administer the proposed plans as described in the enclosed summary of benefits
16. If no, indicate deviations or conditions on Bid Form 4.
17. What level of support are you willing to commit to employer group Annual Open Enrollment meetings, new hire benefits orientation sessions, and other employer benefits events?
18. What level of support do you provide clients regarding changes in Federal and State legislative events that require communication to their benefit plan participants? Please provide samples of Notices you have developed to assist clients with changes in benefit plan administration requirements.
19. Can you provide a dedicated toll-free Customer Service number prior to the Plan Effective date to answer questions from potential members?
20. Do your customer service lines utilize a "phone-tree" to direct members to appropriate services? If yes, please provide a script of the phone tree currently in use.
21. Identify your website information. Can you provide access to your website for authorized representatives of HCPSS during the bid evaluation phase?

HEALTH BENEFIT PLANS
For
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QUESTIONNAIRE (Proposal Form 1 – Technical Questionnaire)

22. Can HCPSS provide a link from their website to yours through a secure single sign-on?
23. List the voluntary coverages you are quoting and confirm your rates are firm regardless of how many different voluntary coverage's HCPSS chooses to offer to employees.
24. How long are the voluntary rates guaranteed?
25. Confirm you will cover all individuals currently enrolled in voluntary benefits without evidence of insurability.
26. Confirm you will offer guaranteed issue coverage to all active employees effective January 1, 2018 and for new hires.
27. List all deviations to current voluntary plans offered.
28. Please confirm there are not any minimum employee participation requirements for each voluntary coverage you are offering?
29. What is the typical participation rate for other similar employer groups you currently insure?
30. How do you help enroll employees and educate them about the plans and services? Are you willing to make enrollment visits at different times and workplace locations to accommodate employee schedules and shifts?
31. How do you handle payroll deductions, billing and the claims process?
32. Please identify your company's most recent ratings by the major agencies, including Moody's, A.M. Best, Fitch and Standard & Poor's, for each of the last five years. Have there been any upgrades or downgrades of your credit ratings in the last two years? Have you been placed on watch or outlook by any of the rating agencies? If yes, explain the reason.
33. Please provide sample applications, policies, bills and forms necessary to file a claim.
34. Describe the coverages available to spouses and children. Please confirm if employees need to enroll first.
35. For plans where the benefit is tied to salary, describe what happens when salaries increase or decrease. Does the benefit automatically increase/decrease at that time? Is evidence of good health ever required with increases in benefit as a result of salary increases?
36. Describe the portion of the Whole Life plan that allows for accumulation of cash value. What is the guaranteed interest rate? What is the non-guaranteed rate as of January 1, 2017? How often does the non-guaranteed rate change? Is there a premium (or expense) load on contributions to the cash value account?
37. Can employees withdraw money from the cash value account under the whole life plan? Is it done as a loan? What is the loan interest rate? Are there any transaction fees levied as part of a loan? Confirm the County will have no involvement in the administration of loans under the plan.

HEALTH BENEFIT PLANS
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QUESTIONNAIRE (Proposal Form 1 – Technical Questionnaire)

38. Describe in detail any surrender charges that would apply to the cash value account under the whole life policy.
39. Describe what happens when employment terminates. Is the coverage portable? Describe the portability provision you are proposing, especially focusing on:
- a. limits on qualifying for coverage due to illness or injury
 - b. when a ported policy can be cancelled by you
 - c. what premiums are charged initially (as compared to HCPSS group premiums) and what determines future changes to premiums
 - d. what happens to portability coverage if HCPSS subsequently cancels its contract with you
40. What is the age limit for coverage for the Voluntary products?
41. Describe the long-term care options/rider available as part of the Whole Life product. Can this be priced as a stand-alone benefit? If so, please provide rates in the financial section of the proposal.
42. Confirm you will attend all open enrollment meetings at no additional cost.
43. Are the policies files on an individual or group contract?

ADMINISTRATION

44. Can the product be enrolled on a Benefits Administration System of our choice?
45. If we intend to enroll on our Benefits Administration System will you still offer the products with underwriting concessions?
46. What are your billing options: electronic, self-billing, web based billing, paper billing?
47. Do you require a specific format for any self-administered invoice? If yes, please provide a sample.
48. What is the typical turnaround time for decisions for elections requiring Evidence of Insurability?
49. Where will claims be processed and paid? Will you provide a toll free telephone number and/or internet access for claims inquiries?
50. For each line of coverage describe your claims administration process.
51. How are contested claims to be settled?
52. On average, how many days does it take for a clean claim to be paid? What percent of claims meet this requirement?
53. In the event that a Social Security disability claim is disallowed initially, or is disallowed after initial approval, does your company notify the policyholder of such action?

HEALTH BENEFIT PLANS
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QUESTIONNAIRE (Proposal Form 1 – Technical Questionnaire)

- 54. What procedures does your company follow and have in place to assist the claimant in appealing the Social Security denial, and what is your company's success rate?
- 55. Will you provide premium vs. claims experience reports? If yes, at what frequency?
- 56. What other reporting will you provide to HCPSS for each of its lines of coverage and at what frequency?
- 57. Are reports available online? If yes, please list the reports and frequency of updates.

**HEALTH BENEFIT PLANS
For
HOWARD COUNTY PUBLIC SCHOOLS
QUESTIONNAIRE (Proposal Form 2 – Financial/Cost Questionnaire)**

FINANCIAL PROPOSAL

ANSWERS TO THESE QUESTIONS ARE TO BE SUBMITTED SEPARATELY FROM ANSWERS IN TECHNICAL QUESTIONNAIRE SECTION OF THIS RFP.

1. Explain in detail, for all plans you are quoting, how rates are determined.
2. How long are your rate guarantees?
3. What was the most recent rate change by plan and what date was it effective?
4. Are you willing to guarantee any rates/fees beyond the second year of the contract?
5. Describe any reconciliation or premium and claim information that is provided for any of the voluntary coverages?
6. What, if any, costs are associated with the provision of a toll-free customer service line?
7. If you are willing to provide 24-hour customer service access, what, if any, costs are associated with that service?
8. Indicate the impact on the quoted rates if the maternity limitation is removed from the STD coverage.

REQUEST FOR PROPOSAL NO.
Howard County Public Schools

PROPOSAL FORM 3 – PERFORMANCE GUARANTEES

PERFORMANCE GUARANTEES- VOLUNTARY COVERAGES

Certain tasks are critical to the successful implementation and on-going operation of the HCPSS benefits programs. The successful respondent(s) must be willing to agree substantially to the following performance standards and associated penalties for not meeting the standards. **Unless specifically stated otherwise in your proposal, it will be assumed that your company agrees to these standards without exception.**

Performance Standards – Voluntary Coverages

1. Implementation

- ☐ Produce up-to-date online and hard-copy enrollment materials as requested by HCPSS no later than October 1 each year. *Failure to meet this guarantee will result in a penalty of \$1,000*
- ☐ Have a knowledgeable team available to attend all Employee meetings. Representatives must be fully trained in all plan offerings you are proposing. - *Failure to meet this guarantee will result in a penalty of \$1,000 for each meeting not adequately staffed and professionally conducted.*

2. Customer Service

- ☐ Provide callback and/or written response to HCPSS designated contacts for unresolved issues within one business day. - *For each instance where response exceeds standard, HCPSS will document response time. When 3 or more occurrences of non-responsive follow-up occur within a calendar quarter, a penalty of \$1,000 will apply.*
 - ☐ Produce agreed upon reports at agreed upon dates or intervals - *Failure to meet this standard will result in a penalty of \$500 per missed delivery date*
 - ☐ Duplicate errors on part of carrier –HCPSS documents a consistent pattern of mistakes or errors that go uncorrected for a substantial period of time (not to exceed two quarters) it will be determined you have not met this standard. - *Failure to meet this standard will result in a penalty of \$1,000 per occurrence.*
-

- ☐ Mass Communication of plan changes to plan members at the group level without prior review and approval of HCPSS is not permitted. *-Distribution of plan change information at the group level without prior review and approval by HCPSS will result in a penalty of \$1,000 per occurrence.*
-

HCPSS will formally notify carrier in writing when a standard is not met and will provide backup information. Carrier will pay penalties within 30 days of written notice from HCPSS.

PLEASE COMPLETE ALL PROPOSAL FORMS THAT APPLY TO PROGRAMS YOU ARE PROPOSING IN EXCEL FORMAT. DO NOT CHANGE THE FORM OR ORDER OF THE INFORMATION. DO NOT ADD ANY CATEGORIES OR CODES TO THE FORMS.

Deviations to Specifications- Voluntary Benefits

