



Office of Purchasing  
10910 Clarksville Pike, Ellicott City, Maryland 21042  
(410) 313-6600, fax (410) 313-6789

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January 7, 2020

To All Interested Professional Dental and Vision Plan Benefit Providers:

The Howard County Public School System (HCPSS) invites your submittals to provide dental and/or vision plans for active employees and retirees in accordance with Request for Proposals (RFP) No. 028.20.B1. Submittals shall be accepted at the Howard County Department of Education, Purchasing Office, 10910 Clarksville Pike, Ellicott City, Maryland 21042, until **3:00 p.m. February 7, 2020**.

Late submittals will not be considered. It is the responsibility of each Offeror to ensure that its submittal is delivered to the proper place prior to the scheduled closing date and time.

Copies of the Request for Proposal may be obtained from the HCPSS website at <https://purchasing.hcpss.org/business-opportunities> or by contacting the Purchasing Office at the address above or by calling (410) 313-6744. Offerors obtaining the RFP from the website are encouraged to review that website frequently to learn of any changes that may be made in the RFP.

A pre-submission conference will be held **January 17, 2020 at 10:00 a.m.**, at the Department of Education, 10910 Clarksville Pike, Ellicott City, MD 21042. Howard County Public School System staff and consultant, Kelly Benefit Strategies, will explain the scope of work and answer questions that will assist in the preparation of submittals. Attendance is not mandatory; however, it is strongly encouraged.

The Howard County Public School System reserves the right to reject in whole or in part any or all submittals.

Sincerely,

A handwritten signature in black ink, appearing to read "D Pindell".

Douglas Pindell  
Director of Purchasing



Office of Purchasing  
10910 Route 108 Ellicott City, Maryland 21042-6198  
(410) 313-6723, fax (410) 313-6789

THE HOWARD COUNTY PUBLIC SCHOOL SYSTEM  
10910 Route 108  
Ellicott City, Maryland 21042

**NO BID REPLY FORM**

Sealed Bid for: Dental and/or Vision Plans

Bid Number: 028.20.B1

Bidder: \_\_\_\_\_

To assist us in obtaining good competition on our Request for Bids, we ask that each firm that has received an invitation, but does not wish to bid, state their reason(s) below. This information will not preclude receipt of future invitations unless you request removal from the Bidders' List by so indicating below. This form may be faxed to (410) 313-6789.

Unfortunately, we must offer a "No Bid" at this time because:

- \_\_\_\_\_ 1. We do not wish to participate in the bid process.
- \_\_\_\_\_ 2. We do not wish to bid under the terms and conditions of the Request for Sealed Bid document.  
Our objections are:  
Sealed Bid document. Our objections are:  
\_\_\_\_\_
- \_\_\_\_\_ 3. We do not feel we can be competitive.
- \_\_\_\_\_ 4. We can not submit a bid because of the marketing or franchising policies of the manufacturing company.
- \_\_\_\_\_ 5. We do not wish to sell to The Howard County Public School System. Our objections are:  
objections are:  
\_\_\_\_\_
- \_\_\_\_\_ 6. We do not sell the item(s)/service(s) requested in the specific specifications.
- \_\_\_\_\_ 7. Other: \_\_\_\_\_
- \_\_\_\_\_ 8. We wish to remain on the Bidders' List.
- \_\_\_\_\_ 9. We wish to be removed from the Bidders' List for the above stated commodity.

**REQUEST FOR PROPOSAL  
HOWARD COUNTY PUBLIC SCHOOL SYSTEM  
RFP # 028.20.B1**

**Dental and Vision Benefits  
for Employees of  
The Howard County Public School System**

Prepared by:

KELLY Benefit Strategies  
1 KELLY Way  
Sparks MD 21152  
410 527-3400

Issued by:

Howard County Public School System  
10910 Clarksville Pike (MD Route 108)  
Ellicott City, MD 21042

**REQUEST FOR PROPOSAL  
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Proposal Forms

Form 1 – Technical Questionnaire (included)

Form 2 – Financial Questionnaire (included)

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**BACKGROUND INFORMATION**

Howard County Public School System (HCPSS/County) is soliciting proposals for Dental and Vision plans for active employees and retirees. Proposals are requested on a self-funded basis (except for a fully insured DHMO plan) as described in the Requested Funding Section of this RFP.

Bidders may quote **on any or all** of the requested plans and services. Bidders quoting on more than one of the requested plans / 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 obtain competitive pricing, enhanced service and be reflective of the current healthcare landscape.

***IMPORTANT NOTE: This RFP contains Proposal Forms 1 and 2 (questionnaires). To obtain the additional proposal forms bidders must sign a Non-Disclosure Agreement (Attachment 1) as noted on page 8 of this RFP.***

**CURRENT PLAN OPTIONS:**

The Howard County Public School System offers active and retired employees a self-funded Dental PPO administered by Delta Dental and a fully insured DHMO provided by Cigna. The Vision plan is self-funded and administered by VSP. The benefit descriptions are included with this RFP.

HCPSS has retained KELLY Benefit Strategies (KELLY) 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  
Douglas Pindell  
Director of Purchasing  
10910 Clarksville Pike (MD 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 Representative.

**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.

**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. Purchase Order number, if issued
- e. Applicable Group Numbers
- f. Billing Period
- g. Sufficient details to accommodate a monthly reconciliation (member name, effective date, level of coverage (Individual, Family, etc.), and monthly premium total for each member)
- h. Invoices will be itemized to identify administrative fees and program fees/costs

**PART II - CONTRACT CLAUSES**

**OFFICIALS NOT TO BENEFIT**

"No County 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 COUNTY PERSONNEL**

**GRATUITIES**

- a. The County 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 the County 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, the County 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 the County 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 a County 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 Director of Purchasing. The Decision of the Director of Purchasing 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 Contracting Officer'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 Contracting Officer.

**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 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 for employment 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 artwork, 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.

**PAYMENTS**

HCPSS shall pay the Contractor upon the submission of proper Invoices or vouchers, the prices stipulated in the contract for services rendered and accepted, less any deductions provided for in this contract.

**TERMINATION FOR CONVENIENCE OF HCPSS**

The Contracting Officer, 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. HCPSS may modify, change, delete or cancel any part/section or complete requirements prior to the receipt of proposals in the best interest of the Board of Education.

**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.
- b. The total duration of this contract, including the exercises of any Options under this Clause shall be firm for a period of two (2) years with the option to extend the term for an additional six (6) one year renewal periods not **exceed eight (8) years**.

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**CHANGES**

The Contracting Officer may at any time, by a written order, and without notice to the sureties, 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. 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.

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**PART V - SUFFICIENT APPROPRIATIONS**

HCPSS's financial obligations, if any, under this Contract are contingent upon sufficient appropriations and authorization being made by the County for the performance of this Contract. The County'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 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 Douglas Pindell, Director of Purchasing  
email: [dpindell@hcpss.org](mailto:dpindell@hcpss.org)  
10910 Clarksville Pike (MD Route 108)  
Ellicott City, MD 21042**

**Phone 410 313-6722**

**CONSULTANT TO HOWARD COUNTY PUBLIC SCHOOLS:**

Joseph G. DiMaggio, Jr.  
KELLY Benefit Strategies  
1 KELLY Way  
Sparks MD 21152

**DUE DATE AND TIME:**

Three (3) paper copies of your proposal must arrive at Howard County Public Schools by 3:00 PM on February 7, 2020. **Five (5) electronic copies (flashdrive-unprotected) must also be included with your submission.** The proposal should be addressed to:

**Howard County Public Schools  
c/o Douglas Pindell, Director of Purchasing  
10910 Clarksville Pike (MD Route 108)  
Ellicott City, MD 21042**

**PRE-BID MEETING:**

There will be a non-mandatory Pre-Bid meeting on January 17, 2020 at 10:00 AM. The meeting will be held at the Issuing office address listed above. For space requirements, please notify the above contact 48 hours prior of the number of attendees anticipated to attend. Interested bidders may also attend by telephone by calling in at the following number: (866) 822-33851 Passcode: 9088769.

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**PUBLIC INFORMATION ACT NOTICE:**

Following the award and execution of the Contract, responses to this RFP are subject to release as public information unless HCPSS has determined that parts of the submittal are confidential. It is recommended that respondents consult with their legal counsel regarding disclosure issues and take the appropriate precautions to safeguard trade secrets or any other proprietary information.

In the event HCPSS receives a public information request for records related to this RFP, the school system may contact respondents if it believes a portion of this submittal could be considered confidential under the Maryland Public Information Act or other applicable state and federal law. Once contacted, respondents will be asked to submit in writing specific detailed reasons, including any relevant legal authority, stating why it believes the material to be confidential. Vague and general claims as to confidentiality will not be accepted. Final decisions for releasability are the responsibility of HCPSS based on available information at the time of receipt of the public information request.

Transparency in the use of public funding is fundamental to HCPSS operations. Prior to the award of bids and contracts, the Board of Education of Howard County reviews and approves cost to be incurred by the school system – therefore, respondents should be aware that submission to this RFP may subject your pricing offer to release in a public forum. Additionally, pricing and payments made by HCPSS under the resulting Contract may also become subject to release as public information. HCPSS may consider both the ability to obtain necessary pricing from future respondents as well as the potential to cause harm to the competitive position of respondents in determining release of pricing detail.

**EFFECTIVE DATE:**

It is anticipated that services will begin January 1, 2021.

**PROPOSAL FORMS:**

Bidders must request the additional Proposal Forms and Data by submitting the signed Non-Disclosure Agreement (NDA), included in this RFP as Attachment 1. The signed NDA should be emailed to [anovotny@kellyway.com](mailto:anovotny@kellyway.com) and [Douglas\\_Pindell@hcpss.org](mailto:Douglas_Pindell@hcpss.org). The original must be submitted with your RFP. Once we receive the completed NDA form the additional Proposal Forms and Data will be sent securely. You **MUST** submit all applicable Proposal Forms to be considered. All forms must be provided **in both written and electronic formats**. Provide the electronic format on CD or flash drive. Completion of these Forms, as they are presented, is required for proposals to be considered.

**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 in your response.

**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. 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.

**Any awarded firms must execute the data sharing agreement under Attachment 2.**

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**ANNUAL ENROLLMENT ASSISTANCE:**

Providers are expected to be present at all “Open-House” and on-boarding sessions and any other services that HCPSS deems appropriate.

**QUESTIONS:**

All questions pertaining to this RFP shall be sent via e-mail to [jdimaggio@kellyway.com](mailto:jdimaggio@kellyway.com), [anovotny@kellyway.com](mailto:anovotny@kellyway.com) and [Douglas.Pindell@hcpss.org](mailto:Douglas.Pindell@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 January 23, 2020. **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.**

**RFP TIMELINE**

**DATE**

RFP released to vendors	Week of January 6, 2020
Pre-Bid Conference	January 17, 2020 at 10:00 AM
Questions due to KELLY	January 23, 2020
RFP due to HCPSS Procurement	February 7, 2020
Finalist Meetings	Week of March 23, 2020
Make final decision	May 2020
Implementation	June 2 – December 31, 2020
Effective Date	January 1, 2021

**FINALIST – BEST AND FINAL OFFERS**

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

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**EVALUATION METHODOLOGY**

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

<b>I.</b>	<b>Provider Networks</b> <ul style="list-style-type: none"><li>• <i>Geographic Access</i></li><li>• <i>History/Stability</i></li><li>• <i>Size of Network</i></li><li>• <i>Match of top providers used (disruption analysis)</i></li></ul>	<b>45 Points</b>
<b>II.</b>	<b>Cost Proposal</b> <ul style="list-style-type: none"><li>• <i>Fixed costs and charges (including any second- and third-year guarantees)</i></li><li>• <i>Self-insured rate equivalents</i></li><li>• <i>Provider discounts/reimbursements</i></li><li>• <i>Performance Guarantees</i></li><li>• <i>Claim repricing</i></li></ul>	<b>40 Points</b>
<b>III.</b>	<b>Administration/Service</b> <ul style="list-style-type: none"><li>• <i>Claims Administration</i></li><li>• <i>Service Standards/Results</i></li><li>• <i>Enrollment processes/capabilities</i></li><li>• <i>Data reporting</i></li><li>• <i>Network administration</i></li></ul>	<b>10 Points</b>
<b>IV.</b>	<b>Compliance with Specifications</b> <ul style="list-style-type: none"><li>• <i>Proposal Instructions</i></li><li>• <i>Form Submission</i></li><li>• <i>Appropriateness of questions</i></li><li>• <i>Plan Design</i></li><li>• <i>Client References</i></li></ul>	<b>5 Points</b>
<b>TOTAL POINTS</b>		<b>100 POINTS</b>

Continued on next page.

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**SECTION 1 – INSTRUCTIONS TO BIDDERS**

- A. Geographic Accessibility Report –provide a Geo Access Report for each network quoted. Use the employee zip codes provided in the census files.**  
DENTAL: Use a standard of 2 general dentists within 10.0 miles; for specialty dentists, 2 within 15.0 miles.  
VISION: Use a standard of 1 optometrist within 10.0 miles and 1 ophthalmologist within 10.0 miles.
- B. Proposal Forms**  
In order for your proposal to be considered, the Proposal Forms must be completed and returned with your proposal based on the coverage options you are quoting.
- C. Funding**  
DENTAL: Preferred Provider Dental plan should be an ASO (administrative services only) contract.  
DHMO plan should be quoted as a fully insured contract.  
VISION: Vision plan should be an ASO contract.
- D. Questionnaire**  
The questionnaires (Proposal Form 1 for Technical Proposal and Proposal Form 2 for Financial Proposal) are included with this RFP. The questionnaires must be completed and returned with your proposal.
- E. Census Data**  
Census data will be included via secure email once the signed NDA is received, see Attachment 1.
- F. Rate Guarantee**  
All rates must be guaranteed for a minimum of two (2) years. Your proposal should note any additional guarantees you are willing to offer. Annual renewals must also be guaranteed for one (1) year.
- G. Rate Notification**  
Renewal rate action requirements must be made in writing by July 1<sup>st</sup> of each year.
- H. Run-out Claims**  
Proposals should assume that the current carrier will pay the run-out claims.
- I. Commissions**  
Do not include commissions in your proposal costs.
- J. Network Directories**  
Network directories must be provided on disk. Directories should be organized by County and submitted in Excel or Windows compatible format.
- K. Healthcare Reform (ACA) Assistance**  
You must provide guidance and support to HCPSS for provisions of ACA including employee and other communications, administration, and any other services HCPSS deems appropriate.
- L. Claims Re-Pricing**  
Data to be provided: Claims for the most recent 12 months in Excel spreadsheet format. Fields provided are Provider Tax Identification Number (TIN), Provider Name, Provider Address (street, city, state and zip), Dates of Service, Procedure Codes and Submitted Charges.

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## **SECTION 2 – CURRENT AND REQUESTED PLAN INFORMATION**

### **A. Requested Plans**

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

The information listed below represent the current programs and pricing.

Firms are encouraged to offer as aggressive a pricing schedule as possible.

#### **DENTAL PLAN ADMINISTRATION**

- A benefit plan administrator will be chosen for the Dental Preferred Provider plan to be offered to eligible employees and retirees of HCPSS
- A benefit plan administrator will be chosen for a DHMO/DEPO dental plan to be offered to eligible employees and retirees of HCPSS

Offerors may be awarded contracts for the administration of one, or both dental benefits plans, dependent on the best interest of HCPSS.

DENTAL PLAN DESIGN – see page 23

- National Preferred Provider Dental plan – Assume a non-incentive PPO plan design with a \$25 deductible (3 times family) and 100% Diagnostic, 90% Basic, 80% Endodontics/Periodontics, Oral Surgery, 50% major/ prosthodontics, 60% crowns 50% ortho. \$1,500 annual maximum, \$1,200 ortho lifetime. Also show cost adjustment for an annual maximum to \$2,000 and the lifetime ortho maximum to \$1,500
- DHMO Managed Dental plan - Quote standard DHMO Plan with fee schedule.

#### **VISION PLAN ADMINISTRATION**

- One benefit plan administrator will be chosen for the Proposed Vision plan to be offered to eligible employees and retirees of HCPSS:

VISION PLAN DESIGN – see page 24

- Eye Exams - 100% - no copay,
- Hardware at a \$20 copayment with a \$130 lens allowance.
- Frequency is every calendar year for both exam and hardware.
- Out of network schedule should be \$52 for exam, \$55 single vision lenses, \$75 Bi-focal lenses, \$95 Trifocal lenses, \$125 Lenticular lenses, \$45 frames, \$210 Medically necessary contact lenses, and \$105 elective contact lenses.

### **B. Current Structure**

Currently the following groups of employees/retirees are structured as follows under the plans for billing/claims:

- Active employees
- Pre-Medicare retirees
- Medicare retirees
- COBRA

### **C. Current Plan Information**

- **ELIGIBILITY:** All Active employees regularly scheduled to work at least 17.5 hours per week are eligible with the exception of Food Service Workers who are eligible at 15 hours per week. Retirees of HCPSS that were enrolled in one of the HCPSS health plans at least one year prior to retirement and may only continue the type of coverage in force at the time of retirement.



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- **WAITING PERIOD:** The first of the month following date of employment.
- **EMPLOYER CONTRIBUTIONS:** Dental and vision plans are 100% voluntary.
- **CURRENT BENEFITS:** benefit summaries for dental and vision plans are included in this RFP.
- **CURRENT FUNDING:** Dental PPO is administrative services only. Dental HMO is fully insured. Vision is administrative services only.

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**SECTION 3 – PERFORMANCE STANDARDS**

The successful bidder(s) must be willing to agree substantially to the following performance standards and associated penalties for not meeting the standards. Not meeting one of the specified criteria within each category will result in 50% of the penalty being awarded to HCPSS. Additional penalties within each category will be pro-rated over the remaining items using the outstanding penalty dollars. **Unless specifically stated otherwise in your proposal, it will be assumed that your company agrees to these standards and penalties.**

<b>Performance Guarantees (ASO)</b>			
<b>Category</b>	<b>Performance Standard</b>	<b>Measurement</b>	<b>Amount at Risk</b>
<b>Claims Turnaround Time (TAT)</b>	95% within 10 business days	Defined as the performance standard used to measure the period of time which transpires from the date carrier receives a Claim to the date a Claim is Processed to Conclusion. A Claim is considered "Processed to Conclusion" on the date when carrier issues an explanation of benefits ("EOB").	The penalty if this guarantee is not met is <b>1.5%</b> of the fees paid during the guarantee period.
<b>Payment Accuracy</b>	99.5% accuracy	Defined as the performance standard used to evaluate the Dental Processing Group's payment performance in dollar amounts.  Calculated as: {(total dollars of Actual Claims for Benefits and Estimated Claims for Benefits in the Book of Business Sample) - (total dollars of Overpaid Claims + total dollars of Underpaid Claims)} divided by (total dollars of Actual Claims for Benefits and Estimated Claims for Benefits in the Book of Business Sample)	The penalty if this guarantee is not met is <b>1.5%</b> of the fees paid during the guarantee period.
<b>Procedural Accuracy</b>	98.75% accuracy	Defined as the performance standard used to evaluate AAR Claim processing performance with respect to claim data line entries. A "Procedural Error" is defined as any error by the Dental Processing Group that results in the incorrect entry of data within a Line of Entry,	The penalty if this guarantee is not met is <b>1.5%</b> of the fees paid during the guarantee period.

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		including, without limitation, Procedural Errors that result in Overpayments or Underpayments. "Procedural Accuracy Rate" will be determined by the following formula and expressed as a percentage:  Calculated As: (Total Lines of Entry in Book of Business Sample – Procedural Errors in Book of Business Sample) divided by Total Lines of Entry in Book of Business Sample	
<b>Telephone Service Level</b>	80% of all incoming calls received by the customer service telephone line will be answered within 30 seconds	Response time will be measured from the time the caller completed the prompt of the automated telephone system to the time the caller reaches a Customer Service Representative.	The penalty if this guarantee is not met is <b>1.5%</b> of the fees paid during the guarantee period.
<b>Abandonment Rate</b>	Less than 3% of all incoming calls received by the customer service telephone line will be answered without the caller hanging up	Defined as the number of incoming calls not reaching a Customer Service Representative, divided by the total number of incoming calls.	The penalty if this guarantee is not met is <b>1.5%</b> of the fees paid during the guarantee period.
<b>First Call Resolution</b>	90% resolution	The First Call Resolution percentage will determined by dividing the number of calls completed without a need for referral or follow up action, divided by the total number of calls received.	The penalty if this guarantee is not met is <b>1.5%</b> of the fees paid during the guarantee period.
<b>Email Response</b>	80% within 1 business day	Determined by dividing the number of dental emails responded to within 1 business day, divided by the total number of dental email inquiries received.	The penalty if this guarantee is not met is <b>1.5%</b> of the fees paid during the guarantee period.
<b>Maximum Aggregate Penalty:</b> The maximum penalty payable in the aggregate by Carrier to the customer as a consequence of failing to meet any or all of the foregoing Performance Guarantees is an amount not to exceed <b>10%</b> of the ASO fees paid during the guarantee period.			

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**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 #028.20.B1.

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

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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: \_\_\_\_\_

Dated: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

Contact Phone #: \_\_\_\_\_

Contact Email Address: \_\_\_\_\_

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ATTACHMENT 2



**DATA SHARING AGREEMENT:**

**APPLICABLE TO HOWARD COUNTY PUBLIC SCHOOL SYSTEM USERS/MEMBERS**

This is an agreement between \_\_\_\_\_ ("VENDOR", or "Company") and the Howard County Public School System ("HCPSS," "System," or "CLIENT") for term beginning on MONTH #, 2019 and ending on concurrently with contract number \_\_\_\_\_.

HCPSS, as a Government entity, is required when entering into agreements with other parties to follow all applicable laws and regulations, including those related to data privacy and security; accessibility; and records retention. Accordingly, the VENDOR's Terms of Service (TOS) are hereby modified by this Amendment as they pertain to HCPSS's use of the Company's Site and/or Services.

- A. **Purpose of the Agreement:** Under this agreement, the VENDOR will be providing the following services: identify the specific service the vendor will be providing.
- B. **Definition of "CLIENT DATA":** Under this agreement, CLIENT DATA is defined as: (1) all Personally Identifiable Information (PII) as defined by the Family Educational Rights and Privacy Act (FERPA) (34 CFR Part 99); and (2) other non-public information that include, but are not limited to: personally identifiable personnel data, personally identifiable data, personally identifiable metadata, and personally identifiable user content.
- C. **Data Collection and Use:** VENDOR will collect and use CLIENT DATA only for the purpose of fulfilling its duties and providing services under this Agreement as defined in Section A, and for improving services under this Agreement.

**1. Specific CLIENT DATA Shared Under this Agreement**

- i. Information associated with maintaining authentication between VENDOR and CLIENT, e.g. public/private keys, LTI secret, OATH keys.
  - ii. Information associated with maintaining a user's profile, e.g. username, email address, first name, last name, source IP address, or cookies.
  - iii. A user's status within the service, e.g. number of questions answered, time elapsed in lesson, student's score.
- D. **Employee Records:** If VENDOR will have access to "Employee records" as defined under the Family Educational Rights and Privacy Act (FERPA) (34 CFR Part 99), the VENDOR acknowledges that for the purpose of this Agreement it will be designated as a 'school official' with 'legitimate interests' and will use the data only for the purpose of fulfilling its duties under this Agreement.

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- E. **Data De-Identification:** VENDOR may use de-identified Data for product development or other internal purposes only. De-identified Data will have all direct and indirect personal identifiers removed. This includes, but is not limited to: name, ID numbers, date of birth, demographic information, location information, and employee ID. Furthermore, VENDOR agrees not to attempt to re-identify de-identified Data.
- F. **Data Mining, Marketing and Advertising:** Except as indicated in Section E above, VENDOR is prohibited from mining CLIENT DATA for any purposes other than those agreed to by the parties. **Data mining or scanning of user content for the purpose of advertising or marketing to students or their parents is prohibited. Any and all forms of advertisement, directed towards children, parents, guardians, or District Employees will be strictly prohibited unless allowed with express written consent of the District.**
- G. **Modification of Terms of Service:** VENDOR will not change how CLIENT DATA are collected, used, or shared under the terms of this Agreement in any way without advance notice to the CLIENT. This Agreement is the entire agreement between the CLIENT (including all District end users) and the VENDOR. All other agreements or understandings, whether electronic, click-through, verbal or in writing, with District Employees or other End Users shall be null and void.
- H. **Data Sharing:** VENDOR will not share CLIENT DATA with or disclose it to any third party, except to affiliated subcontractors, agents, or third-party service providers of the VENDOR as required to fulfill the purpose of this agreement, without prior specific and informed written consent of the CLIENT, except as required by law.
- I. **Data Storage:** CLIENT DATA will not be stored outside of the United States without prior, specific and informed written consent from the CLIENT.
- J. **Data Deletion:** Upon termination or completion of the Services hereunder and at the request of the CLIENT, VENDOR will delete the CLIENT DATA, provided that VENDOR may maintain archival copies for audit purposes and dispute resolution purposes. If VENDOR maintains archival copies of CLIENT DATA, VENDOR shall remain under the contractual obligations of this agreement regarding the maintenance and use of CLIENT DATA. This Section shall survive the termination of this Agreement.
- K. **Terms, Data Transfer, Survival and Destruction:** The CLIENT may immediately terminate the Agreement if the CLIENT determines the VENDOR has breached this Agreement. The Agreement will automatically terminate at the expiration date. However, the VENDOR's obligations shall survive termination of this Agreement until ALL CLIENT Data has been returned and/or securely removed or destroyed. VENDOR will ensure that all Data in its possession and in the possession of any subcontractors, or agents to which the VENDOR may have transferred Data, are destroyed.
- L. **Rights and License:** All goods, products, materials, documents, reports, writings, video images, photographs, papers and intellectual property of any nature including software or computer images prepared by the VENDOR (or subcontractors) for the CLIENT or from CLIENT-provided material will not be disclosed to any other person or entity and remains the property of the CLIENT. All student-produced work remains the property of the CLIENT or that eligible student. The VENDOR has a limited, nonexclusive license to the data described herein

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solely for the purpose of performing its obligations as outlined in the Agreement. This Agreement does not give VENDOR any rights, implied or otherwise, to CLIENT Data, content, or intellectual property, except as expressly stated in the Agreement, including any right to sell or trade CLIENT Data. VENDOR will not use CLIENT's NAME or CLIENT DATA in any publications, without prior and specific writing authorization from the CLIENT. No part of this clause will prevent the VENDOR from sharing its open educational resources developed for public distribution on its platform.

M. **Access:** Except as otherwise expressly prohibited by law, the VENDOR will immediately notify the CLIENT of any subpoenas, warrants, or other legal orders, demands or requests, including Audits, and governmental requests and demands, received by the VENDOR seeking CLIENT Data. If the CLIENT receives a similar request, the VENDOR will promptly provide the CLIENT with a copy of official request and the records or information required by the CLIENT to respond.

N. **Security Controls and Risk Management:** VENDOR will store and process CLIENT Data in accordance with industry best practices. This includes appropriate administrative, physical, and technical safeguards to: 1) ensure the security and confidentiality of CLIENT DATA; 2) protect against any anticipated threats or hazards to the security or integrity of CLIENT DATA; 3) protect against unauthorized access to or use of CLIENT DATA that could result in substantial harm or inconvenience to any customer or to any client employee and/or student; and 4) dispose of CLIENT DATA Information in a secure manner.

1. To comply with the safeguard obligations generally described above, VENDOR has (a) designated an employee to coordinate its information security program, (b) identified reasonably foreseeable internal and external risks to the security, confidentiality, and integrity of CLIENT DATA that could result in the unauthorized disclosure, misuse, alteration, destruction, or other compromise of such data, and assessed the sufficiency of any safeguards in place to control these risks, and (c) designed and implemented information safeguards to control the risks identified through the risk assessment, and regularly tests or otherwise monitors the effectiveness of safeguards' key controls, systems and procedures.

2. VENDOR will conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner. VENDOR will also have a written incident response plan, to include prompt notification of HCPSS in the event of a security or privacy incident, as well as best practices for responding to a breach of PII.

O. **Data Breaches:** VENDOR shall notify CLIENT in writing as soon as commercially practicable, however no later than forty-eight (48) hours, after VENDOR has either actual or constructive knowledge of a breach which affects the confidentiality, integrity, and/or availability of CLIENT's DATA (an "Incident") unless it is determined by law enforcement that such notification would impede or delay their investigation. VENDOR shall have actual or constructive knowledge of an Incident if VENDOR actually knows there has been an Incident or if VENDOR has reasonable basis in facts or circumstances, whether acts or omissions, for its belief that an Incident has occurred. The notification required by this section shall be made as soon as commercially practicable after the law enforcement agency determines that notification will not impede or compromise the investigation. VENDOR shall cooperate with law enforcement in accordance with applicable law



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provided however, that such cooperation shall not result in or cause an undue delay to remediation of the Incident. VENDOR shall promptly take appropriate action to mitigate such risk or potential problem at VENDOR's expense. In the event of an Incident, VENDOR shall, at its sole cost and expense, restore the Confidential Information, to as close its original state as practical, including, without limitation any and all Data, and institute appropriate measures to prevent any recurrence of the problem as soon as is commercially practicable.

- P. **Employee and Subcontractor Qualifications:** VENDOR shall ensure that its employees and all subcontractors who have potential access to CLIENT DATA possess all needed qualifications to comply with the terms of this Agreement. Further, all employees and subcontractors are subject to the same FERPA compliance in relation to the 'school official' designation, and shall be trained that the re-disclosure of PII and/or Confidential Information will violate federal and state laws and may result in criminal and/or civil penalties.
- Q. **Governing Law:** This agreement shall be governed by and construed in accordance with the laws of Maryland, excluding its choice of law rules. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the appropriate Maryland Court. VENDOR will comply with Maryland Education Code ANN. § 4-131, "Operators of School Internet Web sites, Online Services, Online Applications, and Mobile Applications." VENDOR agrees to be bound as an "operator" under the law regardless of the VENDOR's exemptions that may exist in Maryland Education Code ANN. § 4-131(a)(3).
- R. **Compliance:** In addition to complying with FERPA and the Maryland Education Code cited above, the VENDOR shall ensure that its products and services comply with the Federal Protection of Pupil Rights Act (34 CFR Part 98), the Federal Children's Internet Protection Act (47 CFR 54.520), and the Federal Children's Online Privacy and Protection Act (16 CFR Part 312).
- S. **Indemnification:** VENDOR agrees to indemnify and hold harmless the Board of Education of Howard County for any damages or costs, including reasonable attorney's fees, which arise out of any negligence or misconduct by VENDOR, its agents and employees concerning its obligations under the terms of this Data Sharing Agreement.
- T. **Limitation of Liability:** VENDOR shall be liable for any and all damages, costs and attorneys' fees which CLIENT may incur as a result of any claims, suits and judgments against CLIENT which arise out of any breach of this Agreement of the VENDOR, its employees, servants, representatives or agents under the term of this Agreement.
- U. **Monitoring:** VENDOR agrees to allow CLIENT the ability to audit VENDOR's use of CLIENT DATA to ensure compliance with the terms of the Agreements.

*Signatures are on the next page.*

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CLIENT:

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name Title

\_\_\_\_\_  
Date

Howard County Public School System  
10910 Clarksville Pike  
Ellicott City, MD 21042

VENDOR:

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Vendor Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State Zip Code

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**ATTACHMENT 3**

## DENTAL BENEFITS

HCPSS offers you a choice of two dental plans:

### COVERAGE(S) OFFERED THROUGH CIGNA

#### CIGNA DENTAL CARE DHMO

CIGNA Dental Care DHMO, is a dental health maintenance organization (DHMO). You must select and seek services from your DHMO facility. No benefits are available if non-participating dentists are used. There is no deductible to meet, no annual dollar maximums, and no claim forms for you to file.

### COVERAGE(S) OFFERED THROUGH DELTA DENTAL

#### DELTA DENTAL PPO

Delta Dental PPO, allows you the freedom to visit any licensed dentist, but you will maximize plan value by taking advantage of our large nationwide network. Delta Dental PPO dentists generally offer the lowest contracted rates and greatest cost savings. Delta Dental Premier dentists are your next best bet, with contracted rates that help you save.

#### DISCOUNTS ON HEARING AIDS AND LASIK SERVICES FROM DELTA DENTAL

Delta Dental members are eligible to receive a discount from Amplifon on hearing aids. Members are able to receive an average of 62% off of the retail price for a pair of hearing aids. You will also have access to a national network of hearing aid professionals. Call (888) 779-1429 to schedule your hearing exam with a local participating provider near you or visit [www.amplifonusa.com/deltadentalins](http://www.amplifonusa.com/deltadentalins)

Delta Dental has partnered with QualSight to offer members access to discounts on LASIK services. Through QualSight, you can save 40-50% off the national average price of Traditional LASIK along with big savings on Custom and Custom Bladeless LASIK procedures. To learn more visit [www.qualsight.com/-delta-dental](http://www.qualsight.com/-delta-dental) or call (855) 248-2020 to speak to a QualSight care manager.

	CIGNA DENTAL DHMO In-Network Only		DELTA DENTAL PPO In-Network* & Out-of-Network**
Benefits Deductible	\$0	Benefits & Covered Services*	
Maximum Benefit per Calendar Year	Unlimited	Diagnostic & Preventive Benefits (Oral Examinations, Routine Cleanings, X-rays, Fluoride treatment, Space Maintainers, Sealants)	100%
Professional Services	Plan Pays	Basic Benefits (Fillings, Posterior Composites)	90%
Preventive Care (Exams, Cleanings & X-rays)	100%*	Major Benefits (Inlays, Onlays and Cast Restorations)	50%
Restorative Fillings	Copays for covered procedures range from \$23-\$140*	Endodontics (Root Canals)	80%
Crowns and Bridges	Copays for covered procedures range from \$425-\$520*	Periodontics (Gum Treatment)	80%
Endodontic (Root Canals)	Copays for covered procedures range from \$375-\$680*	Oral Surgery (Incisions, Excisions, Surgical Removal of Tooth including Simple Extractions)	80%
Periodontics	Copays for covered procedures range from \$75-\$640*	Prosthodontics (Bridges, Dentures, Implants)	50%
Prosthetics	Copays for covered procedures range from \$43-\$780*	Crowns	60%
Orthodontics	Copayments vary from case to case Maximum benefit of 24 months*	Orthodontic Benefit (Children only to the end of the calendar year they reach age 19)	50%
Emergency Care	\$65 (\$77 after regularly scheduled hours)	Orthodontic Maximum	\$1,200 Lifetime
		Other – Denture Repair	Services covered at 80%

\*To view patient charge schedule, go to <https://hcpss.hcintouch.com>. Click on Dental, select CIGNA Dental DHMO.

The content of this chart is for informational purposes only. If there is any conflict between the information in this chart and the official plan document, the official plan document will govern.

\*Limitations or waiting periods may apply for some benefits; some services may be excluded. Please refer to your Evidence of Coverage or Summary Plan Description for waiting periods and a list of benefit limitations and exclusions.

\*\*Fees are based on PPO fees for PPO dentists and PPO fees for out-of-PPO dentists. Reimbursement is paid on Delta Dental contracted allowances and not necessarily each dentist's actual fees. The content of this chart is for informational purposes only. If there is any conflict between the information in this chart and the official plan document, the official plan document will govern.

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## VISION BENEFITS

HCPSS offers a comprehensive vision plan through Vision Service Providers (VSP), providing you the option to see a VSP provider or a non-VSP providers. ID cards are not required. Below is a summary of your benefits.

Vision Benefit Frequency: Once Every Calendar Year

Benefits	COPAY	Coverage with COSTCO / VISIONWORKS	NON VSP DOCTOR SERVICES
<b>WellVision Exam®</b> focuses on your eye health and overall wellness	No copay	No copay	Covered up to \$52
<b>Prescription Glasses</b>			
Lenses			
Single Vision	\$20 copay	\$20 copay	Covered up to \$55
Bifocal	\$20 copay	\$20 copay	Covered up to \$75
Trifocal	\$20 copay	\$20 copay	Covered up to \$100
Lenticular	\$20 copay	\$20 copay	Covered up to \$125
Frames	\$130 allowance for frame of your choice / 20% off amount over your allowance	\$130 allowance for frame of your choice / 20% off amount over your allowance	Covered up to \$70
<b>Contact Lens Care</b> (medically necessary)*			
Contact Lens Exam (fitting & evaluation)	\$20 copay up to \$60	\$20 copay up to \$60	Covered up to \$210
Contact Lenses	\$130 allowance for contacts (copay does not apply)	\$130 allowance for contacts (copay does not apply)	Covered up to \$105

\*Patients choosing contacts use their eligibility for a frame and lenses. Materials are provided at the customary fees. Your VSP doctor must get prior approval from VSP for medically necessary contact lenses. The contents of this chart is for informational purposes only. If there is any conflict between the information in this chart and the official plan documents, the official plan documents will govern.

EXTRA SAVINGS & DISCOUNTS	
<b>Prescription Glasses</b>	<ul style="list-style-type: none"> <li>Average 35-40% savings on lens options like progressives and scratch-resistant and anti-reflective coatings</li> <li>30% off additional glasses and sunglasses, including lens options within the same day or 20% off any VSP doctors within 12 months of your last exam</li> </ul>
<b>Contacts</b>	<ul style="list-style-type: none"> <li>15% off costs of contact lens exam (fitting and evaluation)</li> </ul>
<b>Laser Vision Correction**</b>	<ul style="list-style-type: none"> <li>Average 15% off the regular price or 5% off the promotional price from contracted facilities</li> <li>After your surgery, use your frame allowance (if eligible) for sunglasses from any VSP doctor</li> </ul>

\*\*Laser vision correction (PRK and LASIK surgery) is available through contracted laser centers. Must see a VSP doctor for a referral. Call 888-354-4434 for information.

### DISCOUNTS ON HEARING AIDS FROM VSP

VSP members are eligible to receive a discount from TruHearing on hearing aids. Members can save up to \$2,400 on a pair of hearing aids with the program. You will have access to a national network of more than 4,500 licensed hearing aid professionals. Call (877) 396-7194 to schedule your hearing exam with a local participating provider.

### LASER VISION CORRECTION

VSP members will receive a discount on Laser Vision Correction surgery. You can receive an average of 15% off the regular price or 5% off the promotional price; discounts only available from contracted facilities. After surgery, use your frame allowance (if eligible) for sunglasses from any VSP doctor.

**To Find A Participating VSP Provider** – Visit [www.vsp.com](http://www.vsp.com) or call 800-877-7195

**For Non-VSP Doctor Appointment Only** – Sign on to [www.vsp.com](http://www.vsp.com), select the VSP Member Reimbursement Form and following the instruction. If you don't have internet access, send the following to VSP:

- Itemized receipt listing services received
- Name, address and phone number of non-VSP provider
- Insured member's name, unique ID number, address and phone number
- Patient's name, date of birth, address, phone number and relationship to insured
- Reference Howard County Public Schools

Submit your claims to VSP within six months. Keep copies of the claims and send the originals to:

**VSP**, P.O. Box 997105, Sacramento, CA 95899-7105

## Proposal Form 1 – Technical Questionnaire

### General Information:

1. Provide the name and address of your company and all outside vendors used in this RFP. Include contact information. Describe the history, organization and ownership of your company. Supply an organizational chart identifying the functions and reporting relationships of key people directly responsible for administrative services to Howard County Public School System (HCPSS).
2. Explain your ownership, listing all separate legal entities and their relationships. Describe all major shareholders and owners and give percentage of ownership for each.
3. Do you contemplate any agreements, or are agreements being negotiated between you and other parties, which may affect the plan's ownership, corporate structure or management during the next year?
4. Give the name and title of the person(s) with overall responsibility for planning, supervising, and performing the day-to-day administrative services for HCPSS. Will HCPSS and KELLY Benefit Strategies have direct contact and access to all of the above named person(s)?
5. Describe your account service model and confirm that you can comply with the requested funding options (Dental PPO – ASO, Dental DHMO – fully insured, Vision – ASO).
6. Describe the implementation process and provide a detailed timetable assuming notice by June 2020 for a January 1, 2021 implementation. Also, assume that HCPSS's specific communications must be complete shortly after winning carrier is selected.
  - a. As needed identify key tasks if they vary by product and be specific with regards to the following:
    - Timing of significant tasks
    - Names and titles of key implementation staff
    - Responsibilities of HCPSS
    - Data requirement (indicate type and format of data required)
    - Transition with incumbent plans
7. Please provide your standard administrative services agreement with your proposal response.

8. Do you produce ID cards and if so, what is your timing for ID card production for mailing prior to January 1, 2021?
9. What is the “drop dead date” for award of business if we would like a 1/1/21 “go live” date”?
10. Please confirm that you will be responsible for bearing the cost of drafting (both initial and final) Summary Plan Descriptions (SPDs) and/or Evidence of Coverage documents (EOCs) for the various plans and providing electronic and copies to HCPSS. If you are willing to provide paper copies, how many will be provided at no cost?
11. Provide the city and state for the call center unit that would service HCPSS.
12. What are your proposed customer service hours?
13. Provide the city and state for the primary claim office that would service HCPSS.
14. Indicate if your organization is willing to offer credits for implementation and/or communications. If so, indicate the amount.
15. Indicate if your organization is willing to abide by the requested performance guarantees.
16. Describe your provider network. Do you manage your entire network or do you lease any portion? If you lease any portion of your network how do you manage the leased portion?
17. Detail all discount programs offered (hearing aids, laser vision correction, etc)
18. Vision – list your top 10 network retail chains
19. How do you recruit providers to be part of your network and what is the retention rate of your providers?
20. Confirm that all network discounts are passed through claims and no portion is retained by the carrier.
21. Describe your provider credentialing process.
22. Describe how you manage costs in a traditional indemnity dental plan.

#### Claims Processing, Administration and Adjudication:

1. How many processors will adjudicate claims for this account? What additional responsibilities do the claim processors have (telephone inquiries, correspondence, filing, opening mail, etc.)? What is the case load per processor? What is the number of claims that each processor is expected to process? Define “turnaround time” for claim processing purposes. What is the average length of experience for those claims processors who would be servicing a new large account?

2. Do you have an automated claim processing and payments system? How long has this system been operational? What future enhancements are planned for your claims processing system?
3. Can all plan design options and provisions automatically be calculated by this system? Please note exceptions.
4. Are there automatic system edits for plan age limits?
5. Does this system track and report overrides?
6. How are processors limited to specific dollar level payments? What other payments require supervisory approval?
7. Who can add or change eligibility information?
8. How does the system keep track of non-covered expenses? Are all denied claims tracked?
9. How is hard copy stored? How long is it retained?
10. Does the system accumulate annual and lifetime maximums?
11. Are accumulations and claim history information automatically updated by adjustments?
12. How are providers identified (TIN, name/zip, phone number, other)?
13. How are duplicate charges identified by the system?

14. Describe the quality management program which is applied to the claims administration function (e.g., coding, processing, paying), specifying audit procedures and error categories.
15. Where will you process claims? Where will drafts and EOBs be issued?
16. Describe the organization, methods, and procedures for responding to routine claim inquiries from employees.
17. How do you coordinate claim processing for network claims and non-network claims?
18. Describe your claim invoicing process including funding frequency.
19. Describe your capabilities for handling benefit exceptions on a member specific basis.
20. How is your out-of-network reimbursements determined?
21. Provide samples of member EOBs.
22. Explain the process for producing ID cards. Provide sample member identification cards.
23. Please explain your appeal process.

## Wellness

1. Do you offer Early Risk Intervention Programs?
2. Describe any wellness programs and/or tools you offer to help members better manage their dental, vision and/or overall health. What value-added services can you provide to help manage dental and vision care costs and improve our employees' experience?
3. What is your strategy to identify and manage high risk members?
4. What programs do you have in place to deal with special needs/at-risk populations?
5. Describe what you consider the necessary role and investment of an employer in partnering on care support programs to maximize participation and beneficial outcomes. Include in your response your assessment of the appropriate use and degree of incentives.
6. Describe your wellness education or assistance regarding oral and vision care?
7. Do you offer enhanced benefits to pregnant enrollees?
8. Describe your ability to transfer data to third parties for the purpose of medical disease management services.



### Systems/Audits/Quality Control:

1. What is the name of the software system you are using? Who developed it? What year?
2. Is your software leased or owned? If owned, when was it purchased?
3. What is the name of your hardware? Is your hardware leased or owned?
4. Have you changed/upgraded systems within last 12 months?
5. If you are selected as the administrator, will you permit claim audits at your claim office by a third-party auditor? If so, is there a charge for the time spent by your claims people in meeting with the auditor?
6. What are your standard claim audit procedures for claims in process and those that are already paid?
7. How are overpayments handled, and to what extent does your company go to recover those overpayments?
8. System security and audit procedures:
  - Describe security for master file, client funds, record retention program for enrollment card, billing files, etc.
  - Describe back-up system in the event the computer master file is destroyed.
  - Has the claims department been audited by a third party for accuracy/security?
  - Confirm that your organization is in compliance with all HIPAA regulations.
  - Do you maintain a HIPAA secure website?
9. Describe briefly any online capabilities the employer will have to access information regarding eligibility status, claim information, billing, benefit outlines, etc. Describe the process to alter on-line programming to ensure it the best customer service tool for our organization. If additional cost, please provide outline.
10. Will you agree to provide raw claims data to KELLY in a format consistent with their system?
11. Explain your process to ensure successful interface of all data with an outside vendor.
12. Express your capabilities for supporting enrollment and claims data file exchanges, eligibility enrollment and claims data file exchanges with 3rd parties. Outline any fees associated.

### Required as part of your Proposal Response

1. Network Access analysis (Geo Access results and provider counts)
2. Dental - Allowed charge amounts by ADA code and 3-digit zip code. If applicable, list the provider fee separately for any leased networks?
3. Administrative fees for self-insured plans.
4. Provider disruption analysis. Separately identify providers that are in-network under a leased arrangement.
5. Claims Repricing
  - Indicate if fees inclusive of shared savings arrangements.
  - Are fees the actual provider fees or average allowances based on 3-digit zip code?
  - Confirm submitted charges have not been changed to average billed amount?
6. References: Please provide three references of current clients and two references of clients you have lost in the past two years. Ideally, these references would be similar in size to HCPSS.

## Proposal Form 2 – Financial Questionnaire

1. Will you agree to provide year-end financial information and renewal rates and fees each July 1st? Additionally, KELLY Benefit Strategies will be provided all service agreements, contracts, amendments, reports, and claims data.
2. Confirm that your proposed administrative fees will not change based on the ultimate plan designs selected.
3. Confirm that you have listed all proposal qualifications and/or caveats with your proposed ASO fees in the cover letter.
4. Confirm that all fees can be paid within a 45-day grace period without penalty
5. Confirm that your proposal contains no conditions as to employer contributions or participation requirement
6. ASO fee proposals should exclude any financial caveat that requires a change in fees based on the expected number of claims per member, as HCPSS has no control over this factor.
7. Confirm that your first year ASO fee proposal reflects MATURE fees (though you will only be responsible for administering claims with an effective date of January 1, 2021 and subsequent).
8. Please confirm you will process run-out claims for one-year and include proposed pricing.
9. Describe the termination provision. Detail any additional expenses charged for paying claims during the period following policy termination, both on and off the anniversary date. (Note: as we have requested mature ASO fees, we anticipate there would be no incremental cost for the payment of run-out claims under an ASO arrangement).
10. Briefly describe your banking arrangements including any deposit requirements for your self-insured quote.

### Required as part of your Proposal Response

1. Network Access analysis (Geo Access results and provider counts)
2. Allowed charge amounts by ADA code and 3-digit zip code. If applicable, list the provider fee separately for any leased networks?
3. Administrative fees for self-insured plans.
4. Dental provider disruption analysis. Separately identify providers that are in-network under a leased arrangement.
5. Claims Repricing
  - Indicate if fees inclusive of shared savings arrangements.
  - Are fees the actual provider fees or average allowances based on 3-digit zip code?
  - Confirm submitted charges have not been changed to average billed amount?
6. References: Please provide three references of current clients and two references of clients you have lost in the past two years. Ideally, these references would be similar in size to HCPSS.