

September 9, 2024

**ITN 24-4426 – Insurance Broker Services for Health,
Property and Casualty, and Workers' Compensation**

**ADDENDUM #2
(Acknowledgment is Required)**

The Respondent shall acknowledge its review and receipt of this Addendum by signing below and including a signed copy of this Addendum with its bid submittal. Failure to do so could result in disqualification of the bid.

Please note that underlined information (example) is added wording and stricken information (~~example~~) is deleted wording.

I. QUESTIONS AND ANSWERS:

1. Question: The RFP states that Brown & Brown is the broker for the P&C. Can you confirm if they are also broker for the Health and Workers Comp receiving the compensation as outlined in 2.3.4 on page 14?

Answer: Yes, Brown & Brown is also the current broker for Health and Workers Comp.

2. Question: What online enrollment solution does the district currently utilize for open enrollment and benefits administration throughout the year?

Answer: UKG Pro is the District's HRIS.

3. Question: Is the online enrollment system provided by the broker or paid for directly by the District?

Answer: The online open enrollment system is the District's HRIS, UKG. The District provides the open enrollment system, not the broker.

4. Question: Please provide a copy of SWFWMD's current employee benefits guide. If there is no formal benefits guide, please provide the names of the carriers/TPAs for each of the following lines of coverage:

Medical Aetna

Stop Loss Aetna

Dental Aetna

Vision NVA

Life and AD&D The Hartford

Disability The Hartford

Answer: Please see Attachment 1 for a copy of the District's current Benefits Guide.

5. Question: What is the name of the District's TPA that provides the wellness initiatives outlined in 2.3.5 on page 14?

Answer: Aetna is the District's TPA that provides the wellness initiatives.

6. Question: Is there a cost associated for the TPA to provide these wellness services; if so, how much?

Answer: The cost is included in the contract with the Carrier.

7. Question: Who is the current actuary (or firm) that performs the annual 112.08 attestation and other actuarial services. What is the cost to the District per service? (i.e. 112.08, IBNR, rate setting, etc.)

Answer: Jay Miniati Actuarial Services performs the attestation and other actuarial services. There are no costs to the District.

8. Question: Please provide a copy of the District's current Property/Casualty/WC insurance chart for all coverages to be managed by the selected broker. Please include: Retention structures, loss limit and other limits of coverage, insurable values, renewal dates, insurance company, premium.

Answer: Please see Attachment 2 for a copy of the SOI (Schedule of Insurance).

9. Question: Please provide a copy of the District's most recent wind modeling/Probable Maximum Loss Report, if available.

Answer: The District's property insurer, preferred, runs a probable maximum loss model for their entire membership. There is not a model run for individual risks within the trust.

10. Question: Please provide a copy of the District's Property Statement of Values in excel format.

Answer: This document does not apply to the services outlined in the solicitation for Insurance Broker Services and will not be provided at this time.

11. Question: Please provide a copy of the District's current Fleet schedule in excel format.

Answer: This document does not apply to the services outlined in the solicitation for Insurance Broker Services and will not be provided at this time.

12. Question: Please provide 5 years of Property & Casualty and Workers' Compensation claims data in excel format, if available.

Answer: This document is not currently available at this time as claims have not been finalized for the year and will not be ready until after 12/31/2024.

13. Question: Does the District contract separately with a standalone TPA for claims handling services on any lines other than Workers' Compensation?

Answer: Yes, the District does contract separately with a standalone TPA for claims handling services for lines other than Workers' Compensation.

14. Question: Please provide a copy of any October 1, 2024-2025 renewal proposals, if available.

Answer: This document is not currently available as the District is currently in the process of creating the renewal proposals.

15. Question: When was the District's most recent Property Insurance replacement cost appraisal?

Answer: The District is currently in the process of this appraisal.

16. Question: Does the District annually trend its property insurable values to account for inflationary/increased building cost factors?

Answer: No, a full appraisal is conducted every 3 to 5 years. There is no annual adjustment.

- 17. Question:** Does the District utilize any loss prevention services from its current broker or insurance program?
- Answer: Yes, the District has a dedicated loss control safety consultant from the current broker, Brown & Brown.
- 18. Question:** Please provide a breakdown of the District's current employee benefits program or comprehensive employee guidebook that includes all active benefits available to eligible full-time employees.
- Answer: Please refer to Attachment 1 provided for the District's current Benefits Guide.
- 19. Question:** Please provide the District's 2023-2024 rates for medical, dental, vision, and ancillary benefits, if offered, including any rate guarantees in place.
- Answer: Please refer to Attachment 1 provided for the District's current Benefits Guide.
- 20. Question:** Please provide the number of active employees, including part-timers, individuals "on-call", and elected officials, if any.
- Answer: There are 584 employees plus 11 board members.
- 21. Question:** Please specify whether the current medical program is fully insured, self-funded, and/or a part of a self-funded risk pool, along with the District's program expectation for 1/1/2025.
- Answer: The District's medical program is self-funded.
- 22. Question:** Please provide a complete "Exhibit B", including a full fee schedule for Health Benefits, Property & Casualty, and Workers' Compensation.
- Answer: Exhibit B provided in the solicitation is a placeholder page for respondents to provide their fee schedule in that section for the District to review.

- 23. Question:** **Section 2.3.5 of the ITN – Can you provide further details on who is paying for these services? Are these services currently provided through the Self-Funded provider?**
- Answer: The Wellness initiatives are paid for by the insurance carrier in coordination with the District.
- 24. Question:** **Section 2.3.6 of the ITN – Can you provide the current agreement and compensation for the Actuarial firm that is providing services today?**
- Answer: Please reference Attachment 3 for a copy of the current agreement between the District and Brown & Brown.
- 25. Question:** **Section 3.2.6 of the ITN – Can the District clarify the scope of work with regards to “Audit” of the resulting contracts. Is the District looking for a claim audit of medical claims to ensure that the overall claims are being processed based on underlying fee schedules or is the District looking to ensure that all items negotiated through an ITN/RFP are included in the resulting policy?**
- Answer: Audits are to ensure accuracy and provide guidance for efficiencies and improvements as needed.
- 26. Question:** **Section 3.2.10 of the ITN – Can the District clarify if they are looking for the broker to work with the HR/Benefits Staff or the actual employees?**
- Answer: The Broker will assist HR Staff. The District will work with the actual employees.
- 27. Question:** **Section 3.2.19 and 3.2.20 of the ITN – Can you provide further details on the District’s request on attending meetings? Can the meetings be virtual or are the meetings in person? If in person, how many meetings a year are in person and how often? Who is paying for these services currently or are they part of the overall Self-Funded Plan?**
- Answer: Informational meetings for staff will be in-person two days per year (one in Brooksville, one in Tampa). Most other meetings would be virtual. If assistance on ITN evaluation meetings is needed, in-person may be required. The meetings are currently part of the overall self-funded plan.

28. Question: When unavoidable or unforeseen personnel changes are encountered, will the District allow for a reasonable time to provide notice of such personnel changes? Provided any replacement will be made in good faith to ensure the District is satisfied with any personnel assigned, will the District agree to support this accommodation?

Answer: Yes, within reasonable time and with proper notification to the District, this will be supported.

29. Question: Section 5.1 of ITN - We shall at all times during the term of this Agreement, and for a period of two (2) years thereafter, obtain and maintain in force insurance coverages and limits at its own expense. Can the District agree to this provision?

Answer: The District declines to alter Section 5.1 of the ITN at this time and refers all Respondents to the terms of that Section as stated.

30. Question: Section 5.1 of the ITN - Is the District requesting Cyber insurance as we did not see that as a requested insurance coverage?

Answer: The brokers will not have access to the District's databases; therefore no Cyber insurance coverage is required.

31. Question: Section 5.1.7 of the ITN - Any cancelled or non-renewed policy will be replaced with no coverage gap, and a Certificate of Insurance evidencing the coverages set forth in this section shall be provided to the District upon request. Is this acceptable to the District?

Answer: The District declines to alter Section 5.1.7 of the ITN at this time and refers all Respondents to the terms of that Section as stated.

32. Question: Section 1.19 of the ITN – Can the District allow for the Indemnification to be limited to grossly negligent acts and omissions, breaches of the contract, intentional misconduct, or violations of law.

Answer: The District declines to alter Section 1.19 of the ITN at this time and refers all Respondents to the terms of that Section as stated. The District declines to preemptively accept any terms as any negotiations

between the District and a Respondent would occur upon award to such Respondent.

33. Question: Section 1.19 of the ITN – Will the District allow a cap to be placed on the indemnification provision. If yes, what is the cap allowed?

Answer: The District declines to alter Section 1.19 of the ITN at this time and refers all Respondents to the terms of that Section as stated. The District declines to preemptively accept any terms as any negotiations between the District and a Respondent would occur upon award to such Respondent.

34. Question: Sample Agreement Items 7 and 8 - We may retain copies of its work product that contain Confidential Information for archival purposes or to defend its work product, and in accordance with legal disaster recovery and records retention requirements, store such copies and derivative works in an archival format (e.g. tape backups), provided that the information will remain Confidential as long as it is retained. Will the District allow us to retain a copy of our work product?

Answer: The District declines to alter Sections 7 and 8 of Attachment 1, Sample Agreement, of the ITN at this time and refers all Respondents to the terms of that Section as stated. The District declines to preemptively accept any terms as any negotiations between the District and a Respondent would occur upon award to such Respondent.

35. Question: Sample Agreement Items 7 and 8 - For Clarification that the District shall own all final deliverables provided to the District from us as part of the services provided under this Agreement, provided however, we shall retain sole and exclusive ownership of all right, title, and interest in, and to, its intellectual property and derivatives thereof which no data or Confidential Information of the District was used to create and which was developed entirely using our own resources, including any and all pre-existing or independently developed know-how, methods, processes and other materials prepared by us. To the extent our intellectual property is necessary for the District to use the deliverables provided under this Agreement, we grant to the District a

non-exclusive, royalty-free license to our intellectual property solely for the District use of such deliverables. Is this acceptable to the District?

Answer: The District declines to alter Sections 7 and 8 of Attachment 1, Sample Agreement, of the ITN at this time and refers all Respondents to the terms of that Section as stated. The District declines to preemptively accept any terms as any negotiations between the District and a Respondent would occur upon award to such Respondent.

36. Question: Unless otherwise required by applicable law, we cannot agree to permit the District to audit for more than 2 years after the agreement ends. The District can audit during the agreement, however we will provide relevant books and records. We do not permit access to our facilities. Is this acceptable to the District?

Answer: The District declines to alter the terms of the ITN regarding this matter at this time and refers all Respondents to the terms of ITN as stated. The District declines to preemptively accept any terms as any negotiations between the District and a Respondent would occur upon award to such Respondent.

37. Question: Can you provide a copy of the current Health Broker agreement and compensation?

Answer: Please reference Attachment 3 for a copy of the current agreement between the District and Brown & Brown.

38. Question: Will the District consider an extension of the due date since the Addendum will not be released until the week of August 26th.

Answer: Yes, the District did extend the due date. Please reference Addendum 1 for the new date.

II. ATTACHMENTS:

1. Attachment 1 – Employee Benefits Guide
2. Attachment 2 – SWFWMD SOI 23-24
3. Attachment 3 – Executed Agreement

Celeste Larisey
Procurement Specialist
cc: Project Manager

ACKNOWLEDGEMENT OF ADDENDUM #2

BY: _____
DATE

(TYPE/PRINT NAME AND TITLE)

COMPANY NAME

End of Addendum #2 for ITN 24-4426