

ITN #24-00027
Addendum #1

1. Question:

- Is there a broker who manages the medical through the Florida Schools Health Insurance Program (FSHIP)?

Answer:

- Yes, the Agent of Record (broker) for FSHIP is Alliant Insurance Services, Inc. They deliver FSHIP member district contracts for stop loss, PBM, and medical ASO. Contract effectuation (individual member services) will be provided by this ITN awardee.

2. Question:

- What actuarial service does the School Board use for their 112.08 filing?

Answer:

- FSHIP (Alliant) provides this service to its member districts.

3. Question:

- Please provide names of vendors:
 - ASO provider
 - PBM
 - Stop-loss carrier

Answer:

- ASO provider – Meritain Health
- PBM – HealthTrust/Optum Rx
- Stop-loss carrier – SunLife

4. Question:

- Historically, how many employees are seen during monthly on-site office hours?

Answer:

- Currently, the District does not host monthly on-site office hours. They are requesting this to be an added service to their members through the AOR/Contract Effectuator that is awarded through this ITN.

5. Question:

- Please provide more information on the services requested regarding the onboarding and offboarding of new hires, terms and retirees.
 - Please provide name of COBRA administrator and who covers the cost.

Answer:

- The District is asking the awarded AOR/Contract Effectuator to assist Hendry County School Board administration and its members with all services requested in 8.1. Each respondent is being asked to describe how services being offered will fulfill the request of Hendry County School Board. For example, how might your company provide new hire onboarding services to aid the District?
 - Cobra administration is provided through Meritain Health.

6. Question:

- Is there currently a benefits administration system in place? If so, could you please provide the name of the vendor?
 - Are file feeds set up?
 - Who covers the cost?

Answer:

- PlanSource is provided through the current ancillary lines AOR, Alexander & Company.
 - Yes, file feeds are set up.
 - Alexander & Company covers the cost.

7. Question:

- Does the School Board receive wellness funds or technology funds?

Answer:

- Meritain provided a one-time \$5,000.00 wellness allowance built into the ASO fees. However, the District budgeted \$135,000 for this plan year.

8. Question:

- Please provide a copy of your most recent benefit guide.

Answer:

- The District does not currently have an all lines benefit guide. Respondents are being asked in this ITN to describe how they can or will provide this service to the District.

9. Question:

- Please provide current broker contract.

Answer:

- There is not a current AOR/Contract Effectuator (broker) contract in place for the medical. Attached is the contract with Alexander & Company.

10. Question:

- Please provide a historical of your last 3 medical increases.

Answer:

- 2021 – 2.22% increase.
- 2022 – 6.81% increase with Aetna providing a one-time premium reduction in the amount of \$67,594 which resulted in an illustrative rate increase of 6.23%.
- 2023 – 6.25% increase.

11. Question:

- What are the goals for School Board's employees? For example, better health, employee engagement, reduced healthcare spend, increased participation, etc.

Answer:

- All the above. The School Board/District is eager to hear how your services could help lower the overall cost of claims, lower member health risks, provide best of class member service experience, and overall program efficiencies.

BENEFITS PROGRAM BROKERAGE AGREEMENT

Between

HENDRY COUNTY SCHOOL DISTRICT

And

ALEXANDER & COMPANY

THIS Benefits Program Brokerage Agreement ("Agreement") is made March 13, 2013, by and between Hendry County School District ("SD") and Alexander & Company (referred to hereinafter as "ACo").

WITNESSETH:

WHEREAS, SD offers certain employee benefits to its employees (the "Employees") and their families;

WHEREAS, SD desires that ACo, exclusively on behalf of SD, provide certain benefit brokerage services to SD in connection with the Benefits Program;

WHEREAS, ACo has agreed to provide certain brokerage services in connection with the Benefits Program and to coordinate the development, promotion and administration of the Benefits Program for SD as set forth hereinafter; and

WHEREAS, ACo, if so requested by SD, will also assist SD in procuring and negotiating with one or more insurance companies, so that SD will ultimately select the best insurance products that may be made available to the Employees as a part of the Benefits Program;

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the parties hereto agree as follows:

1. **Services and Duties of ACo.** ACo offers the services (the "Services") listed on their submitted Proposal. Some of the Services that ACo offers may not be desired by or appropriate for SD. ACo and SD may agree hereafter, by letter agreement or other modification that ACo may provide additional Services in addition to those listed on the Proposal or fewer Services than those listed on Proposal.
2. **Expenses and Administrative Fee.** Depending on the services desired, ACo can assume the entire expense and cost of providing the Services it is to perform pursuant to the Proposal. No costs will be chargeable to SD without its approval.

3. **Designation of ACo as Exclusive Agent.** SD agrees that during the term of this Agreement and any renewals thereof, it shall not, other than through ACo pursuant to the terms of this Agreement, directly or indirectly, endorse, sponsor or offer any form of group privately insured insurance product to the Employees. ACo will be compensated solely by virtue of its designation as Broker of Record for any supplemental insurance products offered as a part of the Benefits Program. All such compensation shall be disclosed in writing to SD.

4. **Duties and Responsibilities of SD.** SD shall perform the following duties and responsibilities at its own expense, subject to the provisions of their Proposal.

a. Provide ACo with specifications for any benefits that are offered to the Employees as part of the Benefits Program.

b. Provide to ACo, as reasonably requested from time to time, a complete and current list of the Employees in a format mutually agreeable to the parties.

c. Review and approve, in writing, all products/insurers, surveys, circulars or any other written material intended for explanation and promotion of the various benefits offered as a part of the Benefits Program, which approval shall not be unreasonably delayed or withheld. Any such materials submitted to SD for approval shall be deemed approved unless ACo receives a written response to the contrary within fourteen (14) days of receipt of such materials by SD.

d. Cooperate with and assist ACo in the presentation and explanation of the Benefits Program to the Employees by ACo. These efforts may include but not be limited to assisting with and facilitating the coordination and scheduling of meetings with the Employees for purposes of explanation and enrollment.

5. **Ownership and Inspection of Books and Records.** All documents, books, and records furnished by one party to the other shall remain the property of the party who furnished same and shall be returned to such party immediately upon written request therefore. Such documents, books and records may be stored on microfilm, CD-ROM, electronic or other similar medium. Upon termination or expiration of the contract, the District shall be entitled to all pertinent records in regards to the benefits packages and other matters being handled by the contractor related to District employees, inasmuch as the District (or a subsequent contractor) will presumably assume the responsibility for handling such matters. Such records would be essential for continuity purposes.

6. **Term of Agreement.** This Agreement shall be effective for a term of one (1) year commencing on the Effective Date, and shall automatically be renewed for successive terms of like duration unless either party to this Agreement gives written notice of non-renewal to the other party to this Agreement not less than thirty (30) days

prior to the expiration date. Notwithstanding the foregoing, this Agreement may be terminated by either party for cause by giving thirty (30) days prior written notice to the other party of a particular material breach of this Agreement and giving the other party a thirty (30) day opportunity to cure that breach. If the breach is not cured within the thirty (30) day period, this Agreement shall automatically terminate at the end of the thirty (30) day notice period. In addition, the contract may be terminated early due to bankruptcy or insolvency of the contractor. Either party may terminate the contract, with or without cause, after one hundred twenty (120) days notice.

7. **Assignment.** Neither party shall assign any rights or interests arising under this Agreement without the express written consent of the other party.

8. **Notices.** All notices required hereunder shall be in writing and shall be deemed given to a party upon delivery to the address of such party specified below if delivered personally (including delivery by courier) or mailed by registered or certified mail (return receipt requested) or upon dispatch if transmitted by telex, telecopy or other means of facsimile, in any case to the parties as follows:

If to SD to:

Hendry County School District

LaBelle, Florida

Attention: Michael Yanosik

If to ACo:

c/o Alexander & Company

291 Heritage Walk

Woodstock, GA 30188

Attn: Dale A. Alexander, President

Any party hereto may change its address for delivery of notice by giving written notice thereof, as hereinabove prescribed, to the other parties hereto.

9. **Law of Regulatory Changes.** In the event there shall occur at any time during the term, including any renewals or extensions, of this Agreement, any change in applicable law or regulation of the United States or of any state or local governmental body, or in the interpretation or implementation of any such applicable law or

regulation, which change materially and adversely affects the cost to ACo of providing the service or services it is obligated to provide under this Agreement, ACo is hereby authorized, without the necessity of obtaining any further consent from SD, to negotiate with any private insurance companies underwriting any insurance products offered as a part of the Benefits Program for such additional compensation or other consideration as may be reasonably necessary under the circumstances to enable ACo to obtain substantially the same level of compensation, giving allowance for any increased costs, as contemplated under and pursuant to this Agreement prior to any such changes.

10. **Independent Contractor.** The only relationship between ACo and SD established by this Agreement is that of an independent contractor. Nothing contained in this Agreement shall be construed to create the relationship of employer and employee or the relationship of principal and agent between ACo and any of their employees and SD.

11. **Non-ERISA Fiduciary.** SD and ACo understand and intend that ACo shall not be a fiduciary within the meaning of the Employee Retirement Income Security Act of 1974, as amended, or any state law with respect to the Benefits Program.

12. **Successors.** This Agreement and the rights and obligations of the parties hereto shall inure to the benefit of and be binding upon the parties hereto and their respective administrators, representatives, successors and assigns.

13. **Captions.** The captions and headings of paragraphs and subparagraphs are inserted for convenience of reference only and are not a part hereof and shall not affect the construction or interpretation of any of the provisions of the Agreement.

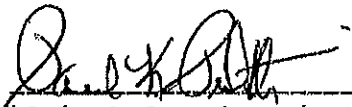
14. **Counterparts.** This Agreement may be executed simultaneously in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument..

15. **Severability.** In the event that any paragraph, subparagraph or provision of this Agreement shall be determined to be contrary to governing law or otherwise unenforceable, all remaining portions of this Agreement shall be enforced to the maximum extent permitted by law; the unenforceable paragraph, subparagraph or provision shall first be construed or interpreted, if possible, to render it enforceable, and if that is not possible, then the provision shall be severed and disregarded, and the remainder of the Agreement shall be enforced to the maximum extent permitted by law.

16. **Amendment.** No amendment, change, modification or waiver of any provision hereof shall be valid unless in writing and signed by an authorized representative of both parties with the same formalities as are required for the execution of this Agreement.

17. **Entire Agreement.** This Agreement constitutes the entire agreement of the parties. This Agreement supersedes all prior discussions, negotiations, understandings, commitments and agreements with respect to the subject matter hereof.


ATTEST:

By: 
Paul Puletti, Superintendent
Hendry County Public Schools
Board Approved 4/8/13

THE SCHOOL BOARD OF HENDRY COUNTY,
FLORIDA

By: 
Ray Clinard, Chairman

APPROVED AS TO FORM:

By: 
Michael R. McKinley, Esquire
School Board Attorney

ALEXANDER & COMPANY

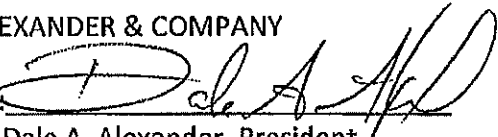
By: 
Dale A. Alexander, President

EXHIBIT A
Services available through ACo

See prior Proposal submitted