



REQUEST FOR PROPOSAL (#23-21RFP)

.....

GROUP HEALTH INSURANCE AGENT AND EMPLOYEE BENEFITS CONSULTING SERVICES

.....

ATTENTION: This is not an order. Read all instructions, terms, and conditions carefully.

IMPORTANT: Proposals must be received no later than 2:00 p.m. Eastern Time (ET) on Thursday, March 30, 2023.

RFP # **23-21RFP** **DATE ISSUED:** **March 9, 2023**

**KENTON COUNTY AIRPORT BOARD
REQUEST FOR PROPOSAL
GROUP HEALTH INSURANCE AGENT AND
EMPLOYEE BENEFITS CONSULTING SERVICES (#23-21RFP)**

Pursuant to the provisions of KRS 424.260, the Kenton County Airport Board ("KCAB") will receive proposals for **Group Health Insurance Agent and Employee Benefits Consulting Services** at the Cincinnati/Northern Kentucky Int'l Airport ("CVG"). Proposals must be received by March 30, 2023 at 2:00 p.m. ET. No proposals will be accepted after that time unless such date or time is extended pursuant to an addendum issued by KCAB.

KCAB reserves the right to waive any informality or irregularity in any proposal or bid guaranty, to reject any or all proposals, to award or refrain from awarding a contract for the work, and to negotiate with the apparent qualified responsible proposer to such extent as may be beneficial to KCAB.

Preference for Kentucky resident bidders will be applied in accordance with Kentucky law.

KCAB in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Further information and copies of the Request for Proposal (RFP) may be downloaded from <http://www.cvgairport.com/bids> - PlanetBids & New Vendor Registration.

**KENTON COUNTY AIRPORT BOARD
Candace S. McGraw, Chief Executive Officer
CINCINNATI/NORTHERN KENTUCKY INTERNATIONAL AIRPORT
Hebron, Kentucky 41048**

**KENTON COUNTY AIRPORT BOARD
REQUEST FOR PROPOSAL
GROUP HEALTH INSURANCE AGENT AND
EMPLOYEE BENEFITS CONSULTING SERVICES (#23-21RFP)**

SCHEDULE OF EVENTS

- | | |
|------------------------------|---|
| • March 16, 2023 | Deadline for questions to be submitted. |
| • March 23, 2023 | Answers to questions issued. |
| • March 30, 2023 @ 2:00 p.m. | Proposals due. |
| • April 26 – April 28, 2023 | Proposer interviews (if necessary) |
| • June 1, 2023 | Anticipated Contract implementation. |

KCAB reserves the right to modify or alter the schedule of events to such extent as may be beneficial to KCAB.

SECTION A - GENERAL INFORMATION & PROPOSAL INSTRUCTIONS

A.1 BACKGROUND AND SCOPE

The Kenton County Airport Board (“KCAB”) is soliciting proposals for Group Health Insurance Agent and Employee Benefits Consulting Services at the Cincinnati/Northern Kentucky International Airport (“CVG”).

KCAB is inviting written responses from licensed insurance agents that provide comprehensive services for its employee benefits program which includes:

- Self-Funded Group Employee Health ASA and Stop Loss Insurance
- Self-Funded Group Employee Dental ASA
- Basic Life, Accidental Death & Dismemberment (“AD&D”), and Long-Term Disability (“LTD”) Insurance
- Term Life Insurance (voluntary; paid by employee)
- Vision Insurance (voluntary; paid by employee)
- Accident Insurance
- Fertility Benefits

A.1.1 Current Carriers/Providers:

- Group Health ASA, Stop Loss, and Rx – United Healthcare Insurance Company (HDHP/PPO)
- HSA – Optum Health
- Dental ASA – Dental Care Plus, Inc.
- Basic Life, AD&D and LTD – The Lincoln National Life Insurance Company
- Vision – Fidelity Security Life Insurance Company (EyeMed)
- Accident Insurance – AIG

A.1.2 Wellness Program

KCAB manages its own wellness program including its design, implementation, and results. The wellness program’s vision is to: Create a culture that embraces both personal and operational wellness; and its Mission: Foster an environment supportive of a healthy lifestyle providing integrated programs and resources which lead to heightened personal performance, reduced health expenditures, and increased productivity. The current wellness program is a participatory, activity-based program. KCAB contracts with outside vendors to perform services within the scope of the wellness program.

A.1.3 Employee Benefits Objectives

**KENTON COUNTY AIRPORT BOARD
REQUEST FOR PROPOSAL
GROUP HEALTH INSURANCE AGENT AND
EMPLOYEE BENEFITS CONSULTING SERVICES (#23-21RFP)**

To provide employees with:

- Opportunities to improve wellness and create healthy behaviors;
- Easy access to quality care from healthcare professionals; and,
- Financial protection from catastrophic/chronic illness/injury

A.1.4 KCAB Background

KCAB sets policy that is implemented by the staff in the day-to-day operation of CVG. KCAB is self-supporting and generates revenues from airport users to fund all operating expenses and debt service requirements. Capital projects are funded through the issuance of bonds, the collection of Passenger Facility Charges, the collection of Customer Facility Charges, the receipt of federal and state grants, and internally generated funds. Group Health Insurance and the Dental ASA are self-funded.

KCAB offers a total rewards package to attract, develop, retain, recognize, and reward employees for engaged behavior. The benefit and wellness strategy is to improve the team's (and dependents) health and well-being, reduce the health care cost trend and enhance productivity.

Currently KCAB employs approximately 407 full-time employees and provides health, dental and basic life/AD&D/LTD benefits to the full-time employees and their eligible dependents. KCAB employs approximately 407 full-time employees; 75% male, 25% female. Age 19-25 (4%), Age 26-35 (19%), Age 36-45 (29%), Age 46-55 (28%) and Age 56+ (19%).

KCAB uses multiple modes of communication with the employees. Face-to-face group meetings are held for Town Halls (twice annually), open enrollment and other significant announcements. The electronic benefit enrollment system is UKG Pro. KCAB strives to conduct open enrollment in early October. The UKG Pro system home screen houses the wellness program information, benefits summary descriptions, company newsletter and other timely information to be shared with the workforce. The email system is used for day-to-day communication.

A.2 SUBMISSION OF PROPOSALS

Responses to this RFP must be submitted electronically through KCAB's online bidding system which can be accessed at <http://www.cvgairport.com/bids> under "PlanetBids & New Vendor Registration". Select the project titled **GROUP HEALTH INSURANCE AGENT AND EMPLOYEE BENEFITS CONSULTING SERVICES** (Invitation #23-21RFP) and follow the instructions for submittal. The completed and signed proposal (together with all required attachments) must be transmitted and received in the system no later than March 30, 2023 at 2:00 p.m. Eastern Time (ET). Proposers should allow for sufficient time to upload and transmit all required information. Proposer is solely responsible to ensure its submission is transmitted prior to the due date and time. KCAB will not accept submissions after the due date and time and is not responsible for any error in transmission including but not limited to power outage, internet connectivity, unauthorized access, etc.

Individual submittals will not be read in public or available for public inspection until after an award determination has been made.

A.3 RFP QUESTIONS

KCAB is not bound by and proposers may not request or rely on any oral interpretation or clarification of this RFP. Therefore, any questions regarding this RFP are encouraged and should be submitted

**KENTON COUNTY AIRPORT BOARD
REQUEST FOR PROPOSAL
GROUP HEALTH INSURANCE AGENT AND
EMPLOYEE BENEFITS CONSULTING SERVICES (#23-21RFP)**

electronically using the Q&A tab of this RFP on KCAB's online bidding system, which can be accessed at <http://www.cvgairport.com/bids> under "PlanetBids & New Vendor Registration".

Questions received on or before the Deadline to Submit Questions in the Schedule of Events will be posted on the Q&A tab of this RFP on the bidding system per the Schedule of Events. Answers to questions from any proposer will be available to all proposers.

All communications regarding this solicitation must only be through the Contract and Procurement Administration Department. No communication is to be directed to any other KCAB personnel unless otherwise instructed by the Contract and Procurement Administration Department. Failure to comply may result in the disqualification of proposer's submittal.

A.4 ADDENDA

In the event it becomes necessary to revise, change, modify or cancel this RFP or to provide additional information, addenda will be issued to all recipients of this RFP.

A.5 SCOPE OF SERVICES AND MINIMUM QUALIFICATIONS

A.5.1 Scope of Services

The successful respondent ("Agent") must have the expertise, personnel, experience, and resources necessary to provide comprehensive consulting services related to KCAB's employee benefits program, including:

1. Agent must examine the current group employee health, dental, life and long-term disability benefits, claims experience and contract for quality of benefits provided, cost effectiveness, competitiveness, and plan administration. Agent must submit a report of recommended changes following its review.
2. Agent must evaluate appropriateness and success of alternative financing arrangements as compared to fully insured group health programs.
3. Agent must lead the annual contract renewal process which includes but is not limited to developing bid specifications that set standards for underwriting, pricing, plan design, customer service, claim administration and network composition. Agent must lead the annual negotiation of contracts for improved renewal rates, contract language, benefits and services.
4. Agent must audit resulting contracts for accuracy of coverage, terms and conditions.
5. Agent must provide estimates of renewal rates by September 1 and assist KCAB staff in preparation of budget figures.

**KENTON COUNTY AIRPORT BOARD
REQUEST FOR PROPOSAL
GROUP HEALTH INSURANCE AGENT AND
EMPLOYEE BENEFITS CONSULTING SERVICES (#23-21RFP)**

6. Agent must conduct regular stewardship meetings at least quarterly with KCAB staff, and conduct regular onsite meetings during the annual contract renewal process to discuss negotiations and renewal rates.
7. Agent must provide KCAB staff with information on employee benefit issues and trends, wellness programs, group health insurance trends and proposed/new legislation on a regular basis.
8. Agent must provide regulatory notifications and work with carriers to provide Summary of Benefits and Coverages and any other document notifications required for a compliant open enrollment. KCAB manages the open enrollment information meetings and electronic enrollment.
9. Agent must review the program and offer guidance and suggestions for compliance and improvements to the wellness program.
10. Agent must monitor ongoing contracts, including provider plan administration, provider compliance with contract, and incurred claims.
11. Agent must provide claims assistance when the insurance carrier is unresponsive and/or when there are issues processing a claims appeal.
12. Assist KCAB in the development of long-range goals and strategies for its employee benefits program.

A.5.2 Minimum Qualifications

Unless specifically waived by KCAB, proposers must meet the following minimum qualifications.

1. Agency must have at least 10 years of experience providing commercial group health insurance services to public sector entities with at least 300 employees and \$3,000,000 in group health insurance premiums.
2. The designated account executive who will be actively working on KCAB's account must have ten or more years of experience in group health insurance and be authorized to do business as a licensed insurance agent in the Commonwealth of Kentucky by contract inception.

A.6 PROPOSAL REQUIREMENTS

Proposals must include the information identified in this section and be presented in the order provided. Proposals must not exceed 20 single sided pages and must be typewritten, using a 10 point font (minimum), on a standard 8 ½ inch by 11 inch page format with consecutive page numbers on each page. Section dividers, tabs, and cover sheets do not count toward the page limit.

A.6.1 Cover Letter (1 page maximum)

A letter of transmittal briefly introducing your agency and your response to this RFP. Respondents may also briefly describe their business, how it is organized and the resources and expertise it has available.

**KENTON COUNTY AIRPORT BOARD
REQUEST FOR PROPOSAL
GROUP HEALTH INSURANCE AGENT AND
EMPLOYEE BENEFITS CONSULTING SERVICES (#23-21RFP)**

A6.2 Agency Qualifications (1 page maximum)

Describe how your agency meets or exceeds the minimum qualifications set forth in Section A.5.2.

A.6.3 Proposed Key Personnel & Team Qualifications (1 page per team member maximum)

Identify the primary person (account executive) who will be responsible for the Agent's activities on behalf of KCAB. Identify other key staff members who would work with KCAB and their specific responsibilities.

Briefly summarize the relevant experience of the proposed team member(s). A résumé must be included on each individual outlining his/her academic background, work experience, length of service with your organization and any other pertinent professional information you may wish to convey in an appendix at the end of your proposal. Resumes may be provided in Appendix A – Resumes and does not count toward page limit.

A.6.4 Approach to Assignment (5 page maximum)

Describe your approach to the assignment in view of KCAB's group health objectives described in section A.1 and the desired Scope of Services. The response may also address, based upon your previous experience, additional services you feel may be necessary, desirable, or applicable to KCAB and its objectives.

A.6.5 Relevant Experience & References (1 page maximum per reference, 3 pages total maximum)

A description of agency's experience must be provided for at least three related assignments, involving the proposed account executive and team members. Include a brief description of the services provided, the organization's name, contact name, title, phone number, and email address to be contacted for references.

A.6.6 Proposed Fee (1 page maximum)

KCAB desires to pay the successful respondent a flat annual fee. Please propose an annual fee for the initial term and all available extension options.

A.6.7A Separate section that states in writing all exceptions to this RFP or sample contract attached. Exceptions should list referencing page and paragraph numbers. If no exceptions are taken, the proposal must include a statement that the bidder takes "No Exceptions".

A.6.8 Copy of proposer's certificate(s) of insurance showing proof of required coverages and limits listed in this RFP and attached proposed agreement.

A.6.9 Completed applicable proposer residence form.

A.7 KENTUCKY OPEN RECORDS ACT

Each proposer must specifically identify any portion of its proposal which it deems confidential, or which contains proprietary information, patents, copyrights or trade secrets. Proposer should provide justification of what material should not be disclosed, upon request, by KCAB to a third party. All documents received by KCAB are subject to general inspection under the provisions of Kentucky

KENTON COUNTY AIRPORT BOARD
REQUEST FOR PROPOSAL
GROUP HEALTH INSURANCE AGENT AND
EMPLOYEE BENEFITS CONSULTING SERVICES (#23-21RFP)

Revised Statutes Chapter 61.870 et seq, the “Kentucky Open Records Act”, subject to very narrow exceptions. These statutes may require disclosure of documents a proposer deems confidential. KCAB may otherwise use or disclose the data submitted by each proposer for any purpose, unless such data is so identified as confidential or proprietary by the proposer. The proposer’s opinion of proprietary information is not binding upon KCAB.

A.8 EVALUATION CRITERIA

The selection of the Employee Benefits Agent will be based on a judgment evaluation of several key elements in the proposals submitted. In alphabetical order, these include but are not limited to:

- Agency Qualifications
- Annual Fee for Services
- Approach to Assignment
- Proposed Key Personnel & Team Qualifications
- Relevant Experience & References

Following review of the proposals, KCAB may invite certain proposers to formally meet with KCAB representatives as outlined in the schedule of events if necessary.

A.9 ACCEPTANCE PERIOD

Proposals in response to this RFP must indicate it is valid for a period no less than 120 days from the closing date.

A.10 AWARD

A.10.1 KCAB intends to award a contract or contracts resulting from this solicitation to the responsible proposer(s) whose proposal represents the best value after evaluation in accordance with the criteria included in this RFP.

A.10.2 KCAB reserves the right to waive any informality or irregularity in any proposal or bid guaranty, to reject any or all proposals, to award or refrain from awarding a contract for the work, and to negotiate with the apparent qualified responsible proposer to such extent as may be beneficial to KCAB.

A.10.3 KCAB intends to evaluate proposals and may award a contract without discussions with proposers. Therefore, the proposer’s initial proposal should contain the proposer’s best terms from a cost or price and technical standpoint.

A.10.4 KCAB reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered.

A.10.5 KCAB reserves the right to make multiple awards if, after considering the proposals submitted, it is in KCAB’s best interest to do so.

A.10.6 The successful proposer will be required to enter into a contract substantially in the form of the contract attached to this RFP and incorporated by reference. **All proposers are required to note any exception(s) to the attached contract and are required to specifically state the exception(s) and the reason(s) for the exception(s).** No exceptions will be recognized to the Government Clauses section of the proposed contract (Exhibit B). If no exceptions to the

KENTON COUNTY AIRPORT BOARD
REQUEST FOR PROPOSAL
GROUP HEALTH INSURANCE AGENT AND
EMPLOYEE BENEFITS CONSULTING SERVICES (#23-21RFP)

contract are included in the proposer's response, the proposer is expected to execute the contract in the form set forth herein. Final acceptance of a proposal and contract is contingent upon reaching a mutually satisfactory agreement regarding noted exceptions. If an acceptable and timely agreement is not reached, KCAB reserves the right to disqualify the proposer and to reevaluate the remaining proposals. KCAB reserves the right to refuse to negotiate with a successful proposer on any item not specifically excepted in its submittal.

A.10.7 KCAB will have the right, at its sole election, to alter the specifications and/or frequencies of services required and tailor the contract price to said change (increase or decrease).

A.10.8 The term of the agreement will be for approximately three (3) years and seven (7) months ending on December 31, 2026. KCAB shall have the option to extend the agreement for three (3) subsequent one-year periods beyond the initial term.

A.11 PERFORMANCE AND PAYMENT

The annual amount to be paid to the Agent for the services rendered under this contract will be paid in two (2) equal installments each year. Agent must send an invoice to KCAB on 1st of October and 1st of April of each year during the term of the contract and any renewal.

A.12 BONDS AND SURETIES – NOT APPLICABLE

A.13 BADGES AND KEYS – NOT APPLICABLE

A.14 RECORDS/FINANCIALS

In submitting proposals on any item to be purchased by KCAB, the proposer hereby agrees to make available any and all records, books of account, correspondence, or other information reasonably necessary to enable KCAB or its designated agents to investigate the responsibility of the proposer in terms of its financial status, capacity to produce, sources of supply, performance record in the business or industry, and any other matter reasonably related to the proposer's probable ability to perform adequately under a contract if it is awarded to the proposer.

A.15 GRATUITIES AND KICKBACKS

It is a breach of ethical standards for any person to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding of application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore.

It is a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime vendor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

In the event that any gratuities or kickbacks are offered or tendered to any KCAB employee, the proposal shall be disqualified and shall not be reinstated.

**KENTON COUNTY AIRPORT BOARD
REQUEST FOR PROPOSAL
GROUP HEALTH INSURANCE AGENT AND
EMPLOYEE BENEFITS CONSULTING SERVICES (#23-21RFP)**

A.16 NON-COLLUSIVE VENDOR CERTIFICATION

By the submission of this proposal, the proposer certifies that:

- A.16.1 The proposal has been arrived at by the proposer independently and has been submitted without collusion with any other vendor.
- A.16.2 The contents of the proposal have not been communicated by the proposer, or, to its best knowledge and belief, by any of its employees or agents, to any person not an employee or agent of the proposer or its surety on any bond furnished herewith, and will not be communicated to any such person prior to the official opening of the proposal.
- A.16.3 No proposer may submit more than one proposal for this purchase. It shall be the responsibility of each proposer to obtain the prior written permission of KCAB before proposal opening in every situation in which the proposer, due to corporate association or other affiliation, may be found to be impermissibly associated with another vendor. Failure to observe this requirement could result in all such affiliated proposals being rejected.

A.17 RFP CONDITIONS AND PROVISIONS

The terms and conditions of this request for proposal (RFP) include all general and special conditions as enumerated herein.

All participating proposers agree to comply with all of the conditions, requirements and instructions of this RFP as stated or implied herein. Any alteration, erasure or interlineation by the proposer in this proposal constitutes cause for rejection by KCAB. Should KCAB omit anything from this RFP which is necessary to a clear understanding of the work, or should it appear that various instructions are in conflict, then the proposer shall notify the Contract and Procurement Administration Department prior to the deadline for question submissions as per the time and date shown in the Schedule of Events.

Typographical errors in entering quotations on this proposal may result in the disqualification of this proposal.

All proposers are required to complete all information requested in this proposal. Failure to do so may result in the disqualification of proposal.

Unit price for each item must be shown for the unit of measurement indicated. In case of error in extension of prices, the unit price governs.

Each proposer shall fully acquaint and familiarize themselves with the conditions as they exist and the character of the operations to be carried on under the proposed contract, and make such investigations as the proposer may see fit so that the proposer shall fully understand the facilities, physical conditions and restrictions associated with the services.

The successful proposer shall comply with all of the specifications, terms and conditions of this RFP.

KCAB is not liable for any costs incurred by proposer in the preparation of proposals or for any work performed in connection therein.

A.18 ELECTRONIC SIGNATURES

By submitting a proposal, the proposer consents to its use and acceptance of electronic signatures to execute any awarded contract and associated agreements. Proposer agrees to be bound by electronic signatures to the same legal effect and extent as if manually signed. KCAB expects the successful

**KENTON COUNTY AIRPORT BOARD
REQUEST FOR PROPOSAL
GROUP HEALTH INSURANCE AGENT AND
EMPLOYEE BENEFITS CONSULTING SERVICES (#23-21RFP)**

proposer will execute any awarded contract using KCAB's electronic signature service unless the proposer includes an exception with its proposal signifying its desire to sign manually. Included with the proposal, proposers must identify the following information regarding the person with full authority to legally bind proposer and sign agreements on its behalf:

1. Full Name;
2. Position Title; and
3. Email Address.

**KENTON COUNTY AIRPORT BOARD
REQUEST FOR PROPOSAL
GROUP HEALTH INSURANCE AGENT AND
EMPLOYEE BENEFITS CONSULTING SERVICES (#23-21RFP)**

**PROPOSED AGREEMENT
CONTRACT BETWEEN
KENTON COUNTY AIRPORT BOARD
AND**

This contract ("Contract") is between the Kenton County Airport Board ("KCAB"), owner and operator of the Cincinnati/Northern Kentucky International Airport ("CVG"), located in Boone County, Kentucky and _____ ("Agent"), a [home state] [limited liability company / corporation / partnership / etc] authorized to do business in the Commonwealth of Kentucky, with business offices located at _____.

1. SCOPE OF SERVICES

KCAB hereby retains Agent to provide comprehensive services related to insurance for the benefit of KCAB. The work and services are described further in the Request for Proposals (#_____) and the Agent's response to same which are incorporated in their entirety by reference, and portions of both are attached as Exhibit A. Agent must provide the work and services consistent with this Contract and the provisions set forth on Exhibit A. When there is a conflict in the terms of the Contract and Exhibit A, the terms of this Contract prevail.

2. TERM

This Contract is effective as of _____, 202_. Agent's responsibility for handling and managing insurance coverage shall commence on _____ (the "Commencement Date") and continue through _____, unless terminated earlier pursuant to the provisions set forth herein. The Agent is not responsible for handling and managing the insurance coverage until the Commencement Date, however it is anticipated that Agent must commence work and services hereunder on the Effective Date in order to have certain insurance coverages in place for KCAB on the Commencement Date. KCAB in its sole discretion may renew the agreement for _____ one-year periods and on a month-to-month basis thereafter by providing Agent with written notice of such renewal(s) no later than 30 days prior to the expiration of the Contract.

3. PAYMENT AND REIMBURSEMENT

- A. KCAB agrees to pay the Agent an annual amount of \$_____ as the sole consideration from KCAB each year for the services performed under this Contract based on the [rates / fee] in Exhibit A. The Agent must not receive any other compensation for the services provided under this Contract excepting only that Agent may receive commissions in connection with the placement of policies entirely funded through KCAB employee contributions.
- B. Conflicts of Interest. Agent must take appropriate steps to ensure that Agent is not placed in a position where, in the opinion of KCAB, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of Agent and the duties owed to KCAB under this Contract. Agent must disclose to KCAB the details of any such conflict of interest which may arise under this Contract. Agent may use an Affiliate to place KCAB's _____ insurance policy(ies); however, the Agent's Affiliate shall not receive any commission in connection with the placing of such insurance. Agent may receive investment income on fiduciary funds temporarily held by it, such as premiums or return premiums. Agent may retain such investment income provided that such funds shall not be held in excess of thirty (30) days. For purposes herein, an Affiliate shall mean any entity that (i) owns directly or indirectly ten percent (10%) or more of Agent; (ii) of which Agent directly or indirectly owns ten percent (10%) or more or (iii) any entity that is directly or indirectly controlled by the foregoing, the Agent, or any entity under common ownership with Agent. Agent agrees that Agent shall not accept any compensation from any insurance carriers or those carriers' reinsurers based on the total overall volume of premium and/or underwriting profitability collectively placed by the Agent or Agent's Affiliate(s). Agent shall notify KCAB in the event Agent or any of its Affiliates are under an agreement whereby compensation is paid to Agent as a result of the overall volume of premium and/or underwriting profitability collectively placed by the Agent or Agent's Affiliate(s). Prior to or concurrent with any Agent recommendation to place KCAB's insurance into any product or policy that is partially or wholly owned by Agent or an Affiliate, Agent must disclose the extent of Agent's and Affiliate's ownership or control interest in such product or policy for KCAB's written consent. This paragraph shall only apply with respect to policies placed under this Contract.
- C. The annual amount to be paid to the Agent for the services rendered under this Contract shall be paid in two (2) equal installments each year. Agent shall send an invoice to KCAB on 1st of October and 1st of April of each year during the term of the Contract and any renewal. The invoice must contain a detailed description of the work and services performed by Agent.
- D. Subject to the provisions set forth in this Contract, KCAB must pay Agent the amount in Agent's invoice on or before 30 days from the receipt of the invoice by KCAB. If KCAB does not approve the Agent's invoice, KCAB must pay an amount it deems owing to Agent and give Agent written notice of why the approval is not given.

**KENTON COUNTY AIRPORT BOARD
REQUEST FOR PROPOSAL
GROUP HEALTH INSURANCE AGENT AND
EMPLOYEE BENEFITS CONSULTING SERVICES (#23-21RFP)**

- E. In addition to any other rights and remedies available to KCAB, in the event the Agent has incurred any liability to KCAB, whether Agent's liability is liquidated or unliquidated, present or future, accrued or contingent, whether arising from or under this Contract or otherwise, and whether liability is based in contract, tort or otherwise, KCAB may without notice to Agent set off any amount of liability against any liability of KCAB to Agent arising from or under this Contract.

4. LAWS AND ORDINANCES

This Contract is governed by and interpreted according to the laws of the Commonwealth of Kentucky. Agent must comply with all present and future laws, regulations, advisory circulars, and Rules and Regulations of KCAB. KCAB and Agent agree that any legal or equitable action for claims, debts or obligations arising out of or related to this Contract must be brought solely in the Circuit Court of Boone County, Kentucky or United States District Court for the Eastern District of Kentucky, Covington Division, and that either Court has personal jurisdiction over the parties and venue of the action is appropriate and proper in each Court.

5. ASSIGNMENT

Agent may not sublet, subcontract, assign or transfer any work under this Contract without the express written consent of KCAB. Any subletting, subcontracting, assignment or transfer of any work under this Contract is expressly made subject to all terms, conditions, or provisions of this Contract. In the event a subcontractor is approved, Agent is responsible for payment directly to the subcontractor(s) for the work performed by the approved subcontractor(s) unless otherwise specifically approved in writing by KCAB.

6. TERMINATION

- A. KCAB may immediately terminate this Contract upon written notice at any time, without forfeiture, waiver or release of any rights of KCAB, (i) upon default or breach by the Agent; ii) for Agent's non-observance or non-compliance with any of the terms and conditions of this Contract; or, iii) if KCAB determines, in KCAB's reasonable discretion, the services rendered or work performed by Agent is unsatisfactory in any way. Upon notice of the termination, Agent must immediately cease or cause to be ceased all services or work under this Contract.
- B. For any cause, or for no cause, KCAB may terminate this Contract at any time upon thirty (30) days' written notice to Agent of the termination. Agent must cease or cause to be ceased all services or work under this Contract on the date of termination.
- C. Agent must invoice and be paid for only those services rendered and work performed through the date of termination, which are reasonably satisfactory to KCAB. Agent is not relieved of liability to KCAB for damages sustained by KCAB by reason of any breach or default by Agent and KCAB may withhold any payments to Agent to set off damages sustained by KCAB.
- D. Agent has the right to terminate this Contract only for substantial failure of KCAB to perform in accordance with the terms of this Contract.

7. LIABILITY AND INDEMNITY

- A. Professional Liability: To the fullest extent permitted by law, Agent agrees to indemnify and hold KCAB, its Board of Directors, officers and employees harmless from and against any and all liabilities, demands, suits, claims, losses, fines or judgments, including all reasonable costs of investigation and defense thereof (including, but not limited to, attorney's fees, court costs and expert fees) arising by reason of or resulting from the negligent acts, errors or omissions of Agent, its directors, officers, agents or employees in the performance and furnishing of its professional services under this Contract. KCAB must give Agent reasonable notice of any such claim or action. Agent in carrying out its obligations under this paragraph must use counsel reasonably acceptable to KCAB.
- B. Hold Harmless: Agent must protect, defend, indemnify and hold KCAB and its directors, officers, employees, agents, servants, and representatives harmless from and against any and all liabilities, demands, suits, claims, losses, fines, causes of action, costs, damages, expenses (including all reasonable costs of investigation and defense), or judgments arising out of the acts or omissions of Agent, Agent's directors, officers, employees, agents, servants, representatives, contractors, subcontractors, suppliers, licensees or invitees regardless of where the injury, death or damage may occur; unless the injury, death or damage is caused by the sole negligence of KCAB, its directors, officers or employees. Any final judgment rendered against KCAB for any cause for which Agent is liable in this Contract is conclusive against Agent as to liability and amount, where the time for appeal has expired.
- C. Notice and Handling.
1. If any bodily injury, death, personal injury, or property damage occurs in connection with the conduct of Agent's operations, Agent must send KCAB a written summary report of the occurrence within 72 hours or as soon as reasonably possible after the time at which Agent receives notices of the occurrence.

**KENTON COUNTY AIRPORT BOARD
REQUEST FOR PROPOSAL
GROUP HEALTH INSURANCE AGENT AND
EMPLOYEE BENEFITS CONSULTING SERVICES (#23-21RFP)**

2. Each party must give prompt and timely written notice to the other party of any claim made or suit instituted coming to its knowledge which in any way affects or might affect either party. Each party has the right to participate in the defense of the same to the extent of its own interest.
3. Upon receipt of notice from KCAB or its agents or representatives of a claim for damages arising from incidents for which Agent is required to hold KCAB harmless, Agent is responsible for settling, compromising, or defending against ("handle") the claim. Agent must acknowledge receipt of the claim in writing notifying KCAB and the agent or representative giving the written notice of Agent's intent to handle the claim within 10 days of delivery of the notice.

D. The provisions of this section survive the expiration or termination of this Contract.

8. INSURANCE

A. Agent must, at all times during the term of this Contract at its sole cost, carry the following insurance coverage. By requiring insurance herein, KCAB does not represent that coverage and limits will be adequate to protect Agent, and such coverage limits are not a limitation of Agent's liability under the indemnities granted to KCAB under this Contract.

1. Professional Liability Insurance:

- a. Agent must procure and maintain professional liability insurance (errors and omissions) in an amount of not less than \$2,000,000 protecting Agent from and against liability which may occur by reason of any errors, omissions, or negligent acts of its directors, officers, employees, and agents in the performance of professional services under this Contract.
- b. Agent must maintain this coverage for five (5) years after all services and work required under this Contract is completed by Agent, or after the Agent has left the job site, whichever occurs last.

2. Network Security/Privacy Liability Insurance:

- a. Agent must procure and maintain a Network Security/Privacy Liability Policy of Insurance, including network security/data protection liability insurance covering liabilities for financial loss resulting or arising from security wrongful acts, privacy breaches, and security breaches (including claims arising from violations of PCI-DSS standards) in connection with Agent's operations with a minimum limit of \$10,000,000 each and every claim.
- b. The policy must be endorsed to be primary and non-contributory, including a waiver of subrogation in favor of the Board, and separately triggered from claims arising from either (1) a cyber/security incident or breach, or (2) errors or omissions in Agent's operations. Agent's policy may not have a cyber-terrorism exclusion.

3. Commercial General Liability Insurance:

- a. Agent must procure and maintain commercial general liability ("CGL") insurance with a limit of not less than \$2,000,000 per occurrence.
- b. If Agent either i) performs work or services under this Contract on aircraft ramps, taxiways, or runways, or ii) operates motor vehicles unescorted on aircraft ramps, taxiways, or runways, then Agent must procure and maintain CGL insurance with a limit of not less than \$10,000,000 per occurrence.
- c. If the CGL insurance contains a general aggregate limit, it must apply separately to operations under this Contract.
- d. CGL insurance must be written on Insurance Services Office Inc. ("ISO") occurrence form CG 00 01, or a substitute form providing equivalent coverage, and include coverage arising from, but not limited to: premises, operations, contractors, subcontractors, consultants, products, completed operations, property damage, personal injury, death, advertising injury, and liability assumed under an insured contract.
- e. Agent's CGL insurance must be primary and noncontributory with respect to any other insurance available to or for the benefit of KCAB; any other insurance or self-insured retention of KCAB shall be considered excess insurance only.
- f. Agent's CGL insurance must contain cross liability coverage as provided under standard ISO forms' separation of insured clause. Agent's CGL insurance must contain a severability of interest clause.
- g. Agent must include the Kenton County Airport Board as an additional insured under the CGL, using ISO additional insured endorsement CG 20 10 or substitute form providing equivalent coverage.

**KENTON COUNTY AIRPORT BOARD
REQUEST FOR PROPOSAL
GROUP HEALTH INSURANCE AGENT AND
EMPLOYEE BENEFITS CONSULTING SERVICES (#23-21RFP)**

- h. Agent agrees to procure from its insurer(s) waivers of subrogation against KCAB, its insurers, directors, officers, and employees in the scope of employment for all costs or expenses, losses, damages, claims, suits, or demands, howsoever caused. This waiver must apply to all deductibles, retentions, or self-insured layers applicable to the required, or any other insurance, maintained by the Agent.

4. Commercial Automobile Liability Insurance:

- a. If Agent uses motor vehicles under this Contract, Agent must, at its expense, procure and maintain commercial automobile liability insurance with a limit of not less than \$2,000,000 each accident.
- b. If Agent either i) performs work or services under this Contract on aircraft ramps, taxiways, or runways, or ii) operates motor vehicles unescorted on aircraft ramps, taxiways or runways, then Agent must procure and maintain automobile liability insurance with a limit of not less than \$10,000,000 each accident.
- c. Agent's commercial automobile liability insurance must cover liability arising out of any auto (including owned, hired and non-owned autos).
- d. Commercial automobile liability insurance must be written on ISO form CA 00 01, CA 00 12, CA 00 20 or a substitute form providing equivalent coverage. If necessary, the policy must be endorsed to provide contractual liability coverage equivalent to that provided in CA 00 01.
- e. Agent's commercial automobile liability insurance must be primary and noncontributory with respect to any other insurance available to or for the benefit of KCAB; any other insurance or self-insured retention of KCAB shall be considered excess insurance only.
- f. Agent's commercial automobile liability insurance must contain a severability of interest clause.
- g. Agent must include the Kenton County Airport Board as an additional insured under the commercial automobile liability insurance policy, using ISO additional insured endorsement CA 20 48 or substitute form providing equivalent coverage.
- h. Agent agrees to procure from its insurer(s) waivers of subrogation against KCAB, its insurers, directors, officers, and employees in the scope of employment for all costs or expenses, losses, damages, claims, suits, or demands, howsoever caused. This waiver must apply to all deductibles, retentions, or self-insured layers applicable to the required, or any other insurance, maintained by the Agent.

5. Workers' Compensation and Employer's Liability Insurance:

- a. Agent must procure and maintain a Kentucky workers' compensation insurance policy.
- b. Agent must procure and maintain employer's liability insurance with limits of not less than: \$1,000,000 each accident; \$1,000,000 by disease-policy limit; and \$1,000,000 by disease-each employee.
- c. Agent agrees to procure from its insurer(s) waivers of subrogation against KCAB, its insurers, directors, officers, and employees in the scope of employment for all costs or expenses, losses, damages, claims, suits, or demands, howsoever caused. This waiver must apply to all deductibles, retentions, or self-insured layers applicable to the required, or any other insurance, maintained by the Agent.

6. Excess/Umbrella Liability Insurance: Agent may purchase follow-form excess/umbrella liability insurance to satisfy the minimum limits required under this Contract.

7. Unemployment Insurance: Agent must procure and maintain statutory unemployment insurance protection for all its employees.

B. Insurer Rating: All policies required hereunder must be issued by insurers with an A.M. Best rating, or its equivalent, of not less than 'A- VII' with deductibles or retentions reasonably satisfactory to KCAB.

C. Right to Amend Insurance: KCAB has the right to amend the insurance coverage and the insurance limits required of the Agent when it is determined to be necessary by KCAB, provided that KCAB must provide Agent with thirty (30) days advance notice. KCAB is not responsible for any increased costs associated with a change.

**KENTON COUNTY AIRPORT BOARD
REQUEST FOR PROPOSAL
GROUP HEALTH INSURANCE AGENT AND
EMPLOYEE BENEFITS CONSULTING SERVICES (#23-21RFP)**

- D. Proof of Insurance: Prior to execution of the Contract, Agent must furnish KCAB with certificates evidencing existence of valid policies of insurance with the coverages specified. These certificates must state that the coverages may not be amended so as to decrease the protection below the limits specified or be subject to cancellation without at least thirty (30) calendar days' advance written notice to KCAB. A renewal certificate must be delivered to KCAB at least thirty (30) calendar days prior to a policy's expiration date, except for any policy expiring after the expiration date of this Contract. Unless otherwise directed by KCAB, Agent must deliver certificates via email, using the following address as certificate holder:

certs@cvgairport.com
Kenton County Airport Board
Attn: Business Administration
P.O. Box 752000
Cincinnati, OH 45275-2000

- E. Review of Insurance: Failure of KCAB to demand certificates or other evidence of full compliance with these insurance requirements or failure of KCAB to identify a deficiency from evidence that is provided is not a waiver of Agent's obligation to maintain such insurance.
- F. Subcontractor Insurance: Agent must cause each subcontractor to purchase and maintain CGL, commercial automobile liability, and workers' compensation insurance in such amounts as established by Agent, except if the subcontractor either i) performs work or services on aircraft ramps, taxiways, or runways, or ii) is approved to operate motor vehicles unescorted on aircraft ramps, taxiways, or runways; then, in such event, the CGL and commercial automobile liability insurance required of the contractor must be not less than \$10,000,000 per occurrence and each accident, respectively. Agent must cause each subcontractor to include the Kenton County Airport Board as an additional insured in the same manner as required of Agent under this Contract. When requested by KCAB, Agent must furnish copies of certificates of insurance coverage for each subcontractor.
- G. Prohibiting Agent's Access: KCAB has the right, but not the obligation, of prohibiting Agent or its subcontractors from entering the project site until the certificates or other evidence of insurance are in complete compliance with these requirements.

9. AUDITS

KCAB has the right, at reasonable times, to examine, copy, and audit all Agent books and records related to this Contract. The Agent must make its books and records available at reasonable times for audit by KCAB or its authorized agent or representative, and the Agent must cooperate with any KCAB audit of these records. If requested by KCAB, inspection, copying, or audit of the necessary books or records will take place at a location determined by KCAB. Agent agrees to retain all books and records of business conducted under this Contract for three (3) years after the end of the contract year to which the books and records pertain.

10. CLAIMS FOR CHANGED CONDITIONS

During the term of this Contract, the facts, conditions and/or data relating to the work and services provided in this Contract may dictate a change which may alter the scope of the services in this Contract. In the event there are changes that would decrease the need for services required of the Agent under this Contract, KCAB and Agent must adjust the terms of this Contract as mutually agreed by the parties. Claims for additional compensation which may arise from changes or any revision to the services proposed by Agent must be presented in writing to KCAB before work commences under any changed condition. In any case, where Agent deems any extra compensation is due it for any work not covered in this Contract, Agent must notify KCAB in writing of its intention to make claim for extra work before Agent begins the work on which the claim is based. If notification is not given and KCAB is not afforded a strict accounting of actual cost, then Agent waives any claim for its extra compensation. Notice by Agent to KCAB and the fact that KCAB has kept account of the costs may not be construed as proving the validity of any claim for additional compensation. Agent is not required to undertake work under changed conditions without prior written Contract or authorization by KCAB for extra compensation attributable to the changed conditions.

11. INTEREST OF KCAB

No director, officer, or employee of KCAB who exercises any function or responsibilities in review of or approval of the work or services to be provided by Agent may (i) participate in any decision relating to this Contract which affects the individual's personal interest or the interest of any corporation, partnership, or association in which the individual is, directly or indirectly, interested; or (ii) have any interest, directly or indirectly, in this Contract or its proceeds.

12. INTEREST OF AGENT

Agent covenants that it presently has no financial interest and will not acquire any financial interest, directly or indirectly, which would conflict in any manner or degree with its performance under this Contract. Agent further covenants that in the performance of this Contract no person having a financial interest may be employed.

**KENTON COUNTY AIRPORT BOARD
REQUEST FOR PROPOSAL
GROUP HEALTH INSURANCE AGENT AND
EMPLOYEE BENEFITS CONSULTING SERVICES (#23-21RFP)**

12. OWNERSHIP OF DOCUMENTS & WORK PRODUCT

All reports, work papers, exhibits, data and other documents prepared under this Contract by Agent is the exclusive property of KCAB. If this Contract is terminated, Agent must deliver all documents and data used in connection to the services of this Contract to KCAB within thirty (30) business days of the termination.

13. CONFIDENTIAL INFORMATION

(A) Any documents or information, including, but not limited to, personal information, reports, data, surveys, calculations, plans, maps, estimates, and other work product including any exhibits thereto, that are provided to the Agent by KCAB pursuant to this Contract, and any documents or information, as set forth above, that may be given to or assembled by Agent pursuant to the terms of this Contract, must be kept strictly confidential, and shall not be made available or disclosed to any individual or organization by Agent without the prior written approval of KCAB.

(B) Agent may be required to accept from KCAB "personal information," as defined by KRS 61.931, collect and maintain such information on KCAB's behalf, or both, in order to satisfy Agent's obligations under this Contract. In such event, Agent agrees that Agent is an "unaffiliated third party" within the meaning of KRS 61.931. Accordingly, pursuant to the requirements of KRS 61.931 et seq., Agent shall implement, maintain, and update security and breach investigation procedures and practices that:

- 1) are appropriate to the nature of the information disclosed;
- 2) are reasonably designed to protect personal information from unauthorized access, use, modification, disclosure, manipulation, or destruction;
- 3) are at least as stringent as the Kentucky Department for Local Government's policies governing "reasonable security and breach investigation procedures and practices" applicable to agencies; (which policies may be found at <https://kydlgweb.ky.gov/Documents/Legal/InformationSecurityPoliciesProcedures.pdf>); and
- 4) are compliant with all other provisions of KRS 61.931 – 61.934 applicable to unaffiliated third parties.

In the event Agent determines that personal information in Agent's possession, whether received from KCAB or collected and maintained on KCAB's behalf, has been subject to a "security breach," as defined by KRS 61.931, Agent shall notify KCAB in the manner required by KRS 61.932(2)(b). Moreover, in such event, Agent shall be responsible for all costs Agent incurs as a result of the security breach and shall reimburse KCAB for all costs incurred by KCAB, whether directly or indirectly, as a result of the security breach, specifically including, but not limited to, any and all of KCAB's costs of complying with the notification and investigation requirements of KRS 61.933.

14. USE OF LOGO/MARKS

Agent may not use the name, logo, or design, of the Cincinnati/Northern Kentucky International Airport, the Kenton County Airport Board, CVG, the CVG Airport Authority, or any trademark or service mark utilized by KCAB; or use any photograph or video of the Cincinnati/Northern Kentucky International Airport, its property, or its facilities without the express written consent of KCAB. Agent must submit any proposed use of the above media material to KCAB for approval prior to the publication or public use of the material. KCAB, in its sole discretion, may grant or withhold consent to use the above media material and must provide a response granting or withholding consent to the Agent within thirty (30) days of receiving the proposed media material from the Agent. The provisions of this paragraph survive the expiration or earlier termination of this Contract.

15. GOVERNMENT CLAUSES

Agent agrees to comply with the government provisions located in Exhibit B and incorporated by this reference. In the event that the Federal government or its successors requires modifications or changes in this Contract as a condition precedent to the granting of funds for the improvement of CVG, or otherwise, the Agent agrees to consent to such amendments, modifications, revisions, supplements, or deletions of any of the terms, conditions, or requirements of this Contract as may be reasonably required.

16. MISCELLANEOUS

- A. Notices. All notices, requests, demands, or other communications in this Contract must be in writing unless otherwise noted and is deemed given if delivered in person, or deposited in the United States mail, postage prepaid, certified, with return receipt requested to KCAB at Cincinnati/Northern Kentucky International Airport, Attn: Chief Executive Officer, P. O. Box 752000, Cincinnati, Ohio, 45275-2000 or to Agent at the address first set forth above. Either party may change the address at which it receives written notice by notifying the other party in writing.

KENTON COUNTY AIRPORT BOARD
REQUEST FOR PROPOSAL
GROUP HEALTH INSURANCE AGENT AND
EMPLOYEE BENEFITS CONSULTING SERVICES (#23-21RFP)

- B. Captions. The headings of the several paragraphs of this Contract are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope or intent of any provisions of this Contract and should not be construed to affect the interpretation of the terms and provisions of this Contract.
- C. Severability. If any covenant, condition, or provision in this Contract is held to be invalid by any Court of competent jurisdiction, the invalidity of the covenant, condition, or provision will not affect the validity of any other covenant, condition, or provision; provided that the invalidity of the covenant, condition, or provision does not materially prejudice either party in its prospective rights and obligations contained in the valid covenants, conditions, or provisions of this Contract.
- D. Agent for Service of Process. It is expressly understood and agreed that if Agent is not a resident of the Commonwealth of Kentucky, is an association or partnership without a member who is a resident of the Commonwealth, or is a foreign corporation, then Agent must appoint an agent for service of process in Kentucky. In case of any failure on the part of the agent, the agent's inability to perform, or Agent's failure to appoint an agent when required, Agent designates the Secretary of State, Commonwealth of Kentucky, as its agent for the purpose of service of process in any court action between it and KCAB arising out of or based upon this Contract. The service must be made as provided by the laws of Kentucky for service upon a non-resident.
- E. Incorporation of Attachments. All attachments referred to in this Contract are intended to be and are specifically made a part of this Contract.
- F. Incorporation of Required Provisions. Agent agrees to incorporate into the Contract, all provisions, assurances, statutes, rules and regulations which may now or during the term of this Contract be required by the Federal Aviation Administration ("FAA") or other governmental agency as a prerequisite to or a condition of KCAB and/or Agent receiving any federal or state grant or loan or other governmental assistance. Agent further agrees to execute all certifications and/or documents required by the FAA, or other governmental agency, to assure compliance with the foregoing. If the FAA or its successors requires modifications or changes in this Contract as a condition precedent to the granting of the funds for the improvement of CVG, or otherwise, Agent agrees to modify this Contract as may be reasonably required.
- G. Relationship of Parties. The parties intend to create the relationship of independent Agent. Nothing in this Contract or any act of the parties may be deemed or construed by the parties, or by any third party, as creating a relationship of principal and agent, partners, joint venturers, or any other similar relationship between the parties.
- H. Amendment. This Contract may not be amended and/or modified unless the amendment and/or modification is in writing and signed by both parties to this Contract.
- I. Non-waiver. The failure by KCAB to insist upon prompt and strict performance of any of the terms or conditions of this Agreement, or to exercise any right in any one or more instances, will not be interpreted as a waiver of the same or any other term, condition, right, or option.
- J. Successors and Assigns Bound. This Contract is binding upon and inures to the benefit of the successors and assigns of the parties where permitted by this Contract.
- K. No Personal Liability. No director, officer, or employee of KCAB may be charged personally or held contractually liable by or to the other party under any term or provision of this Contract.
- L. Representative of KCAB: The Chief Executive Officer, or his/her designee, is designated as the official representative of KCAB in all matters pertaining to this Contract and has the right and authority to act on behalf of KCAB with respect to all action required of KCAB in this Contract.
- M. Personnel. Except for any legally prohibited reasons, KCAB has the right to require Agent to remove and/or replace any personnel working on KCAB's property.
- N. Contract Construction. The parties acknowledge that this Contract was reached through informed negotiation and that each party was represented by, or had access to, legal counsel. The parties agree that neither KCAB nor Agent are entitled to any preference in the construction of this Contract as both are deemed to be authors of this Contract.
- O. Electronic Signatures and Delivery. The Parties consent to the use of both manual and electronic signatures to execute this Contract, and any subsequent amendments, extensions, change orders, or other agreements, to the same legal effect and extent as if entirely manually signed. Electronic delivery of any counterpart of this Contract is as effective and legally binding as physical delivery with all counterparts constituting one agreement.

17. ENTIRE AGREEMENT

**KENTON COUNTY AIRPORT BOARD
REQUEST FOR PROPOSAL
GROUP HEALTH INSURANCE AGENT AND
EMPLOYEE BENEFITS CONSULTING SERVICES (#23-21RFP)**

The drafting, execution and delivery of this Contract by the parties have been induced by no representations, statements, warranties, or contracts other than those expressed in this Contract. This Contract including all attachments and exhibits embodies the entire understanding of the parties and there are no further contracts or understandings, written or oral, in effect between the parties relating to this subject matter unless expressly referred to in this Contract.

KENTON COUNTY AIRPORT BOARD

[AGENT]

By: _____
Its: Chief Executive Officer

By: _____

Attest:

Its:

Secretary/Treasurer

**KENTON COUNTY AIRPORT BOARD
REQUEST FOR PROPOSAL
GROUP HEALTH INSURANCE AGENT AND
EMPLOYEE BENEFITS CONSULTING SERVICES (#23-21RFP)**

EXHIBIT A

[INSERT

**KENTON COUNTY AIRPORT BOARD
REQUEST FOR PROPOSAL
GROUP HEALTH INSURANCE AGENT AND
EMPLOYEE BENEFITS CONSULTING SERVICES (#23-21RFP)**

**EXHIBIT B
GOVERNMENT PROVISIONS ADDENDUM**

This Government Provisions Addendum is incorporated into the Contract between the Kenton County Airport Board and Contractor/Consultant (used interchangeably below).

- A. Equal Employment Opportunity. During the performance of this Contract, the Contractor shall comply with all Federal, state and local laws respecting discrimination in employment and non-segregation of facilities, including, but not limited to, requirements set out at 41 CFR 60-1.4, 60-250.4, 60-300.5(a), 60-741.4, and 60.741.5(a), which equal opportunity clauses are hereby incorporated by reference. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability. Notification is hereby given that compliance with these clauses may require you to file annually certain reports (e.g. the EEO-1 Report and the VETS-100 Report) with the Federal government and may require you to develop written Affirmative Action Programs for Women and Minorities, Covered Veterans and/or Persons with Disabilities.
- B. General Civil Rights Provision. In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract.
- C. Civil Rights Act of 1964, Title VI-49 CFR Part 21. During the performance of this Contract, Contractor for itself, its assignees and successors in interest agree as follows:
1. Compliance with regulations. Contractor shall comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Contract.
 2. Non-discrimination. Contractor, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Contractor shall not participate either directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the Contract covers the program set forth in Appendix B of the 49 CFR part 21.
 3. Solicitations for subcontractors, including procurements of materials and equipments. In all solicitations either by competitive bidding or negotiation made by Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Contractor of contractor's obligations under this Contract and the Nondiscrimination Acts and Authorities, relative to non-discrimination on the grounds of race, color, or national origin.
 4. Information and reports. Contractor shall provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by KCAB or the FAA to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of Contractor is in the exclusive possession of another who fails or refuses to furnish this information, Contractor shall so certify to KCAB or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.
 5. Sanctions for Noncompliance. In the event of Contractor's non-compliance with the non-discrimination provisions of this Contract, KCAB shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:
 - a. withholding of payments to Contractor under the Contract until Contractor complies, and/or
 - b. cancellation, termination or suspension a contract, in whole or in part.
 6. Incorporation of provisions. Contractor shall include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempted by the Acts, the Regulations, and directives issued pursuant thereto. Contractor shall take such action with respect to any subcontract or procurement as KCAB or the FAA may direct as a means of enforcing such provisions including sanctions for non-compliance. Provided, however, that in the event Contractor becomes involved in or is threatened with, litigation with a subcontractor or a supplier as a result of such

**KENTON COUNTY AIRPORT BOARD
REQUEST FOR PROPOSAL
GROUP HEALTH INSURANCE AGENT AND
EMPLOYEE BENEFITS CONSULTING SERVICES (#23-21RFP)**

direction, Contractor may request KCAB to enter into such litigation to protect the interest of KCAB and, in addition, Contractor may request the United States to enter into such litigation to protect the interest of the United States.

D. Title VI List of Pertinent Nondiscrimination Authorities

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, *et seq.*) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 (2005));
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

E. Federal Fair Labor Standards Act (Federal Minimum Wage). This Contract incorporates by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers. The Contractor has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

F. Occupational Safety and Health Act of 1970. This Contract incorporates by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

**KENTON COUNTY AIRPORT BOARD
REQUEST FOR PROPOSAL
GROUP HEALTH INSURANCE AGENT AND
EMPLOYEE BENEFITS CONSULTING SERVICES (#23-21RFP)**

**Business Associate Agreement
Between
KENTON COUNTY AIRPORT BOARD
And**

This Business Associate Agreement (“Agreement”) supplements and is made part of the Underlying Agreements (as defined below).

This Agreement is entered into between Kenton County Airport Board, a municipal corporation formed and operating under the provisions of Chapter 183 of the Kentucky Revised Statutes, and _____ (“Business Associate”), effective as of [Month, Day, Year] (the “Effective Date”).

The Kenton County Airport Board designated itself as a hybrid entity, pursuant to 45 C.F.R. §164.103, and the covered components of the Kenton County Airport Board, as more specifically described in its HIPAA Policies and Procedures, are the “Covered Entity” as defined below;

Covered Entity and Business Associate have entered into, or plan to enter into, a n agreement(s) pursuant to which Business Associate may provide services for Covered Entity that require Business Associate to access, create, and use Protected Health Information (“PHI”) that is confidential under state and federal law (the “Underlying Agreements”);

Covered Entity and Business Associate intend to protect the privacy and provide for the security of PHI disclosed by Covered Entity to Business Associate, or collected or created by Business Associate pursuant to the Underlying Agreements, in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), and the regulations promulgated thereunder, including, without limitation, the regulations codified at 45 CFR Parts 160 and 164 (“HIPAA Regulations”); the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009 (“ARRA”), and its implementing regulations and guidance issued by the Secretary of the Department of Health and Human Services (the “Secretary”) (the “HITECH Act”); and other applicable state and federal laws, all as amended from time to time, including as amended by the Final Rule issued by the Secretary on January 17, 2013 titled “Modifications to the HIPAA Privacy, Security, Enforcement, and Breach Notification Rules under the Health Information Technology for Economic and Clinical Health Act and the Genetic Information Nondiscrimination Act; Other Modifications to the HIPAA Rules”; and.

The HIPAA Regulations require Covered Entity to enter into an agreement with Business Associate meeting certain requirements with respect to the Use and Disclosure of PHI, which are met by this Agreement.

Accordingly, the parties agree as follows:

1. Definitions.

**KENTON COUNTY AIRPORT BOARD
REQUEST FOR PROPOSAL
GROUP HEALTH INSURANCE AGENT AND
EMPLOYEE BENEFITS CONSULTING SERVICES (#23-21RFP)**

Business Associate means a person or entity who, on behalf of a covered entity, performs or assists in performance of a function or activity involving the use or disclosure of individually identifiable health information, or any other function or activity regulated by the HIPAA Administrative Simplification Rules, including the Privacy Rule. Business Associates are also persons or entities performing legal, actuarial, accounting, consulting, data aggregation, management, administrative, accreditation, or financial services to or for a covered entity where performing those services involves disclosure of individually identifiable health information by the covered entity or another business associate of the covered entity to that person or entity. A member of a covered entity's workforce is not one of its business associates. A covered entity may be a business associate of another covered entity. 45 C.F.R. § 160.103.

Covered Entity means a health plan, a health care clearinghouse, or a health care provider who transmits health information in electronic form in connection with a transaction for which the U.S. Department of Health and Human Services has adopted a standard. 45 C.F.R. § 160.103.

Covered Functions means those functions of a covered entity the performance of which makes the entity a health plan, health care provider, or health care clearinghouse. 45 C.F.R. § 160.103.

Disclose or Disclosure means the release, transfer, access to, or divulging of information in any other manner outside the entity holding the information. 45 C.F.R. § 160.103.

HIPAA Policies and Procedures means any and all HIPAA policies and procedures adopted or will be adopted by the Kenton County Airport Board.

Hybrid Entity means a single legal entity that is a covered entity, performs business activities that include both covered and non-covered functions, and designates its health care components as provided in the Privacy Rule. 45 C.F.R. § 164.103.

Protected Health Information (or PHI) means individually identifiable information transmitted or maintained in electronic media (ePHI) or transmitted or maintained in any form or medium. PHI excludes education records covered by the Family Educational Rights and Privacy Act, as amended, 20 U.S.C. § 1232g, records described at 20 U.S.C. § 1232g(a)(4)(B)(iv), and employment records held by a covered entity in its role as employer. 45 C.F.R. § § 164.501, 160.103.

Use means, with respect to individually identifiable health information, the sharing, employment, application, utilization, examination, or analysis of such information within the entity or health care component (for hybrid entities) that maintains such information. 45 C.F.R. § 160.103.

Any terms not specifically defined here have the meanings ascribed to them in the HIPAA Regulations or the HITECH Act, as applicable unless otherwise defined in this Agreement.

2. Obligations of Business Associate.

a. Permitted Uses and Disclosures. Business Associate may only Use or Disclose PHI for the purposes of (i) performing Business Associate's obligations under the Underlying Agreements and as permitted by this Agreement; or (ii) as permitted or Required By Law; or (iii) as otherwise permitted by this Agreement. Business Associate may not Use or further Disclose PHI other than as permitted or

KENTON COUNTY AIRPORT BOARD
REQUEST FOR PROPOSAL
GROUP HEALTH INSURANCE AGENT AND
EMPLOYEE BENEFITS CONSULTING SERVICES (#23-21RFP)

required by this Agreement or as Required By Law. Further, Business Associate shall not Use or Disclose PHI in any manner that would constitute a violation of the HIPAA Regulations or the HITECH Act if so used by Covered Entity, except that Business Associate may Use PHI (i) for the proper management and administration of Business Associate; and (ii) to carry out the legal responsibilities of Business Associate. Business Associate may Disclose PHI for the proper management and administration of Business Associate, to carry out its legal responsibilities or for payment purposes as specified in 45 CFR § 164.506(c)(1) and (3), including but not limited to Disclosure to a business associate on behalf of a covered entity or health care provider for payment purposes of such covered entity or health care provider, with the expectation that such parties will provide reciprocal assistance to Covered Entity, provided that with respect to any such Disclosure either: (i) the Disclosure is Required By Law; or (ii) for permitted Disclosures when Required By Law, Business Associate must obtain a written agreement from the person to whom the PHI is to be Disclosed that such person must hold the PHI in confidence and not use or further disclose such PHI except as Required By Law and for the purpose(s) for which it was Disclosed by Business Associate to such person, and that such person will notify Business Associate of any instances of which it is aware in which the confidentiality of the PHI has been breached.

b. Creation and Use of De-Identified Data. Business Associate may de-identify any and all PHI, provided that any process or mechanism used to de-identify the data meets the requirements of 45 C.F.R 164.514(a)-(b). Business Associate may use or disclose (and permit others to use or disclose) such de-identified data on a perpetual unrestricted basis, but Business Associate may not attempt to run or develop any keys, codes or algorithms that could be used to re-identify the data.

c. Appropriate Safeguards. Business Associate must comply with Subpart C of 45 C.F.R. Part 164 with respect to electronic protected health information and implement administrative, physical and technical safeguards that (i) reasonably and appropriately protect the confidentiality, integrity and availability of electronic PHI that it creates, receives, maintains or transmits on behalf of Covered Entity; and (ii) prevent the Use or Disclosure of PHI other than as contemplated by the Underlying Agreements and this Agreement.

d. Compliance with Security Provisions. Business Associate must: (i) implement and maintain administrative safeguards as required by 45 CFR § 164.308, physical safeguards as required by 45 CFR § 164.310 and technical safeguards as required by 45 C.F.R. § 164.312; (ii) implement and document reasonable and appropriate policies and procedures as required by 45 CFR § 164.316; and (iii) be in compliance with all requirements of the HITECH Act related to security and applicable as if Business Associate were a “covered entity,” as defined in HIPAA.

e. Compliance with Privacy Provisions. Business Associate may only Use and Disclose PHI in compliance with each applicable requirement of 45 CFR § 164.504(e). Business Associate must comply with all requirements of the HITECH Act related to privacy and applicable as if Business Associate were a “covered entity,” as defined in HIPAA. To the extent Business Associate is to carry out one or more of Covered Entity’s obligation(s) under Subpart E of 45 CFR Part 164, Business Associate must comply with the requirements of Subpart E that apply to Covered Entity in the performance of these obligation(s).

f. Duty to Mitigate. Business Associate agrees to mitigate, to the extent practicable and mandated by law, any harmful effect that is known to Business Associate of a Use or Disclosure of PHI by Business Associate in violation of the requirements of this Agreement.

3. Reporting and Indemnity.

KENTON COUNTY AIRPORT BOARD
REQUEST FOR PROPOSAL
GROUP HEALTH INSURANCE AGENT AND
EMPLOYEE BENEFITS CONSULTING SERVICES (#23-21RFP)

a. Security Incidents and/or Unauthorized Use or Disclosure. Business Associate must report to Covered Entity a successful Security Incident or any Use and/or Disclosure of PHI other than as provided for by this Agreement or permitted by applicable law within a reasonable time of becoming aware of the Security Incident and/or unauthorized Use or Disclosure (but not later than ten (10) days thereafter), in accordance with the notice provisions set forth in this Agreement. Business Associate must take (i) prompt action to cure any such deficiencies as reasonably requested by Covered Entity, and (ii) any action pertaining to such Security Incident and/or unauthorized Use or Disclosure required by applicable federal and state laws and regulations. If such successful Security Incident or unauthorized Use or Disclosure results in a breach as defined in the HITECH Act, then Business Associate must comply with the requirements of Section 3.b below. The Parties acknowledge and agree that this Section constitutes notice by Business Associate to Covered Entity of the ongoing existence and occurrence of attempted but Unsuccessful Security Incidents. “Unsuccessful Security Incidents” include, but are not limited to, pings and other broadcast attacks on Business Associate’s firewall, port scans, unsuccessful log-on attempts, denials of service and any combination of the above, so long as no incident results in unauthorized access, use, or disclosure of PHI.

b. Breach of Unsecured PHI. With respect to any unauthorized acquisition, access, Use, or Disclosure of Covered Entity’s PHI by Business Associate, its agents or subcontractors, Business Associate must (i) investigate the unauthorized acquisition, access, Use, or Disclosure; (ii) determine whether the unauthorized acquisition, access, Use, or Disclosure constitutes a reportable breach under the HITECH Act; and (iii) document and retain its findings under clauses (i) and (ii). If Business Associate discovers that a reportable breach has occurred, Business Associate must notify Covered Entity of the reportable breach in writing within thirty (30) days of the date Business Associate discovers the breach. Business Associate is deemed to have discovered a breach as of the first day that the breach is either known to Business Associate or any of its employees, officers or agents, other than the person who committed the breach, or by exercising reasonable diligence should have been known to Business Associate or any of its employees, officers or agents, other than the person who committed the breach. To the extent the information is available to Business Associate, Business Associate’s written notice must include the information required by 45 CFR § 164.410(c). Business Associate must promptly supplement the written report with additional information regarding the breach as it obtains additional information. Business Associate must cooperate with Covered Entity in meeting Covered Entity’s obligations under the HITECH Act with respect to the breach. Business Associate must also provide, at its cost and expense, all legally required notices that are required of the Covered Entity that may arise under this section 3(b). In the event of Business Associate’s Use or Disclosure of Unsecured PHI in violation of HIPAA, the HITECH Act, or ARRA, Business Associate bears the burden of demonstrating that notice as required under this Section 3.b was made, including evidence demonstrating the necessity of any delay, or that the Use or Disclosure did not constitute a breach of Unsecured PHI.

c. Liability for Breach. Business Associate acknowledges it is directly liable under the civil and criminal enforcement provisions set forth at 42 U.S.C. §1320d-5 and §1320d-6, as amended, for failure to comply with any of the Use and Disclosure requirements of this Agreement and any guidance issued by the Secretary periodically with respect to the Use and Disclosure requirements.

d. Indemnification. Covered Entity and Business Associate agree and acknowledge that except as set forth in this Agreement, the indemnification obligations contained in the Underlying Agreements between the Parties governs each party’s performance under this Agreement. To the extent that the Covered

KENTON COUNTY AIRPORT BOARD
REQUEST FOR PROPOSAL
GROUP HEALTH INSURANCE AGENT AND
EMPLOYEE BENEFITS CONSULTING SERVICES (#23-21RFP)

Entity and Business Associate do not have any Underlying Agreements or Underlying Agreements which include indemnification obligations, Business Associate must indemnify, defend, and hold harmless the Covered Entity and Covered Entity's affiliates, including its directors, employees, and agents ("Indemnified Parties"), from and against any and all losses, expense, damage, or injury (including, without limitation, all costs and reasonable attorneys' fees) that the Indemnified Parties may sustain as a result of, or arising out of (a) a breach of this Agreement by Business Associate or its agents or subcontractors, including but not limited to any unauthorized Use, Disclosure, or breach of PHI, (b) Business Associate's failure to notify any and all parties required to receive notification of any breach of Unsecured PHI, or (c) any negligence or wrongful acts or omissions by Business Associate or its agents or subcontractors, including without limitations, failure to perform Business Associate's obligations under this Agreement, the Privacy Rule, or the Security Rule. Notwithstanding the foregoing, nothing in this section limits any rights the Indemnified Parties may have to additional remedies under the Underlying Agreements or under applicable law for any acts or omissions of Business Associate or its agents or Subcontractors. This obligation to indemnify survives termination or expiration of this Agreement.

e. Access to Internal Policies. Business Associate agrees to make its internal practices, books, and records, including policies and procedures regarding PHI, relating to the Use and Disclosure of PHI and breach of any Unsecured PHI received from Covered Entity, or created or received by the Business Associate on behalf of Covered Entity, available to Covered Entity (or the Secretary) for the purpose of Covered Entity or the Secretary determining compliance with the Privacy Rule.

4. Business Associate's Agents. To the extent that Business Associate uses one or more subcontractors or agents to provide services under the Underlying Agreements, and those subcontractors or agents receive or have access to PHI, Business Associate must sign an agreement with such subcontractors or agents containing substantially the same provisions as this Agreement. In accordance with 45 C.F.R. § 164.502(e)(1)(ii) and 164.308(b)(2), all subcontractors or agents as described herein are subject to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information.

5. Rights of Individuals.

a. Access to PHI. Within ten (10) days of receipt of a request by Covered Entity, Business Associate must make PHI maintained in a Designated Record Set available to Covered Entity or, as directed by Covered Entity, to an Individual to enable Covered Entity to fulfill its obligations under 45 CFR § 164.524. Subject to Section 5.b below, (i) in the event that any Individual requests access to PHI directly from Business Associate in connection with a routine billing inquiry, Business Associate must directly respond to such request in compliance with 45 CFR § 164.524; and (ii) in the event a request appears to be for a purpose other than a routine billing inquiry, Business Associate must forward a copy of the request to Covered Entity and fully cooperate with Covered Entity in responding to the request. In either case, a Business Associate may not deny access to requested PHI without the prior written consent of Covered Entity.

b. Access to Electronic Health Records. If Business Associate is deemed to use or maintain an Electronic Health Record on behalf of Covered Entity with respect to PHI, then, to the extent an Individual has the right to request a copy of the PHI maintained in the Electronic Health Record pursuant to 45 CFR § 164.524 and makes a request to Business Associate, Business Associate must provide the Individual with a copy of the information contained in the Electronic Health Record in an electronic format and, if the Individual so chooses, transmit a copy directly to an entity or person designated by the

KENTON COUNTY AIRPORT BOARD
REQUEST FOR PROPOSAL
GROUP HEALTH INSURANCE AGENT AND
EMPLOYEE BENEFITS CONSULTING SERVICES (#23-21RFP)

Individual. Business Associate may charge a fee to the Individual for providing a copy of the information, but any fee may not exceed Business Associate's labor costs in responding to the request for the copy. The provisions of 45 CFR § 164.524, including the exceptions to the requirement to provide a copy of PHI, otherwise apply and Business Associate must comply as if Business Associate were the "covered entity," as defined in HIPAA. At Covered Entity's request, Business Associate must provide Covered Entity with a copy of an Individual's PHI maintained in an Electronic Health Record in an electronic format and in a time and manner designated by Covered Entity in order for Covered Entity to comply with 45 CFR § 164.524, as amended by the HITECH Act.

c. Amendment of PHI. Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set that Covered Entity directs or agrees to pursuant to 45 CFR § 164.526 at the request of Covered Entity or an Individual, and in the time and manner designated by Covered Entity.

d. Accounting Rights. This Section 5.d is subject to Section 5.e below. Business Associate must make available to Covered Entity, in response to a request from an Individual, information required for an accounting of disclosures of PHI with respect to the Individual, in accordance with 45 CFR § 164.528, incorporating exceptions to the accounting designated under the regulation. The accounting is limited to disclosures that were made in the six (6) years prior to the request and do not include any disclosures that were made prior to the compliance date of the HIPAA Regulations. Business Associate must provide information as is necessary to provide an accounting within ten (10) days of Covered Entity's request. The accounting must be provided without cost to the Individual or to Covered Entity if it is the first accounting requested by an Individual within any twelve (12) month period; however, a reasonable, cost-based fee may be charged for subsequent accountings if Business Associate informs Covered Entity and Covered Entity informs the Individual in advance of the fee, and the Individual is afforded an opportunity to withdraw or modify the request. Accounting obligations survive termination of this Agreement and continue as long as Business Associate maintains PHI.

e. Accounting of Disclosures of Electronic Health Records. The provisions of this Section 5.e are effective on the date specified in the HITECH Act. If Business Associate is deemed to use or maintain an Electronic Health Record on behalf of Covered Entity, then, in addition to complying with the requirements set forth in Section 5.d above, Business Associate must maintain an accounting of any Disclosures made through such Electronic Health Record for Treatment, Payment and Health Care Operations, as applicable. Business Associate's accounting must comply with the requirements of the HITECH Act. Upon request by Covered Entity, Business Associate must provide the accounting to Covered Entity in the time and manner specified by Covered Entity and in compliance with the HITECH Act. Alternatively, if Covered Entity responds to an Individual's request for an accounting of Disclosures made through an Electronic Health Record by providing the requesting Individual with a list of all business associates acting on behalf of Covered Entity, then Business Associate must provide the accounting directly to the requesting Individual in the time and manner specified by the HITECH Act.

f. Agreement to Restrict Disclosure. If Covered Entity is required to comply with a restriction on the Disclosure of PHI pursuant to Section 13405 of the HITECH Act, then Covered Entity will, to the extent necessary to comply with the restriction, provide written notice to Business Associate of the name of the Individual requesting the restriction and the PHI affected thereby. Upon receipt of notification, Business Associate must not Disclose the identified PHI to any health plan for the purposes of carrying out Payment or Health Care Operations, except as otherwise required by law. Covered Entity will also notify Business Associate of any other restriction to the Use or Disclosure of PHI that Covered Entity has

KENTON COUNTY AIRPORT BOARD
REQUEST FOR PROPOSAL
GROUP HEALTH INSURANCE AGENT AND
EMPLOYEE BENEFITS CONSULTING SERVICES (#23-21RFP)

agreed to in accordance with 45 CFR § 164.522. Business Associate agrees to comply with any restrictions accepted by the Covered Entity regarding an individual's PHI in a manner consistent with 45 C.F.R. §164.522, except where Use or Disclosure is required under applicable law.

6. Remuneration and Marketing.

a. Remuneration of PHI. This Section 6.a is effective with respect to exchanges of PHI occurring six (6) months after the date of the promulgation of final regulations implementing the provisions of Section 13405(d) of the HITECH Act. On and after that date, Business Associate agrees it may not, directly or indirectly, receive remuneration in exchange for any PHI of Covered Entity except as otherwise permitted by the HITECH Act. Business Associate further agrees to comply with all other requirements contained in the "Prohibition on Sale of Electronic Health Records and Protected Health Information," as provided in Section 13405(d) of Subtitle D of ARRA, the "Conditions on Certain Contracts as Part of Health Care Operations," as provided in Section 13406 of Subtitle D of ARRA and all related guidance issued by the Secretary periodically.

7. Governmental Access to Records. Business Associate must make its internal practices, books, and records relating to the Use and Disclosure of PHI available to the Secretary for purposes of determining Covered Entity's compliance with the HIPAA Regulations and the HITECH Act. Except to the extent prohibited by law, Business Associate agrees to notify Covered Entity of all requests served upon Business Associate for information or documentation by or on behalf of the Secretary. Business Associate must provide Covered Entity a copy of any PHI that Business Associate provides to the Secretary concurrently with providing the PHI to the Secretary.

8. Minimum Necessary. To the extent required by the HITECH Act, Business Associate must limit its Use, Disclosure, or request of PHI to the Limited Data Set or, if needed, to the minimum necessary to accomplish the intended Use, Disclosure, or request, respectively. Effective on the date the Secretary issues guidance on what constitutes "minimum necessary" for purposes of the HIPAA Regulations, Business Associate must limit its Use, Disclosure, or request of PHI to only the minimum necessary as set forth in the guidance.

9. State Privacy Laws. Business Associate must comply with state laws to extent that state privacy laws are not preempted by HIPAA or the HITECH Act.

10. Termination.

a. Breach by Business Associate. If Covered Entity knows of a pattern of activity or practice of Business Associate that constitutes a material breach or violation of Business Associate's obligations under this Agreement, then Covered Entity will promptly notify Business Associate. With respect to such breach or violation, Business Associate must take reasonable steps to cure any breach or end any violation, if possible. If steps are either not possible or are unsuccessful, upon written notice to Business Associate, Covered Entity may terminate its relationship with Business Associate.

b. Breach by Covered Entity. If Business Associate knows of a pattern of activity or practice of Covered Entity that constitutes a material breach or violation of Covered Entity's obligations under this Agreement, then Business Associate must promptly notify Covered Entity. With respect to such breach or violation, Covered Entity must take reasonable steps to cure the breach or end the violation, if possible. If steps are either not possible or are unsuccessful, upon written notice to Covered Entity,

**KENTON COUNTY AIRPORT BOARD
REQUEST FOR PROPOSAL
GROUP HEALTH INSURANCE AGENT AND
EMPLOYEE BENEFITS CONSULTING SERVICES (#23-21RFP)**

Business Associate may terminate its relationship with Covered Entity.

c. Effect of Termination. Upon termination of this Agreement for any reason, Business Associate must either return or destroy all PHI, as requested by Covered Entity, that Business Associate or its agents or subcontractors still maintain in any form and may not retain any copies of the PHI. If Covered Entity requests that Business Associate return PHI, the PHI must be returned in a mutually agreed upon format and timeframe. If Business Associate reasonably determines that return or destruction is not feasible, Business Associate must continue to extend the protections of this Agreement to the PHI, and limit further uses and disclosures of PHI to those purposes that make the return or destruction of the PHI not feasible. If Business Associate is asked to destroy the PHI, Business Associate must destroy PHI in a manner that renders the PHI unusable, unreadable, or indecipherable to unauthorized persons as specified in the HITECH Act.

11. Amendment. The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of this Agreement may be required to ensure compliance with developments. The parties specifically agree to take necessary action to implement any new or modified standards or requirements of HIPAA, the HIPAA Regulations, the HITECH Act and other applicable laws relating to the security or confidentiality of PHI. Upon the request of Covered Entity, Business Associate agrees to promptly enter into negotiation concerning the terms of an amendment to this Agreement incorporating any changes.

12. No Third Party Beneficiaries. Nothing express or implied in this Agreement confers, or is intended to confer, any rights, remedies, obligations, or liabilities whatsoever upon any person other than Covered Entity, Business Associate, and their respective successors or assigns.

13. Effect on Underlying Agreements. In the event of any conflict between this Agreement and the Underlying Agreements, the terms of this Agreement control.

14. Survival. The provisions of this Agreement survive the termination or expiration of the Underlying Agreements.

15. Interpretation. This Agreement is intended to be interpreted as broadly as necessary to implement and comply with HIPAA, the HIPAA Regulations and the HITECH Act. The parties agree that any ambiguity in this Agreement be resolved in favor of a meaning that complies and is consistent with these laws.

16. Governing Law. This Agreement is governed by and construed in accordance with the laws of the Commonwealth of Kentucky, without reference to its choice of law rules, may be executed in counterpart copies, and, in the absence of an original signature, electronic or faxed signatures are considered the equivalent of an original signature. The Kenton County Airport Board and Business Associate agree that any legal or equitable action for claims, debts or obligations arising out of or related to this Agreement must be brought solely in the Circuit Court of Boone County, Kentucky or United States District Court for the Eastern District of Kentucky, Covington Division, and that either Court has personal jurisdiction over the parties and venue of the action is appropriate in each Court. If a provision of this Agreement is held invalid under any applicable law, the invalidity will not affect any other provision of this Agreement that can be given effect without the invalid provision. Further, all terms and conditions of this Agreement will be deemed enforceable to the fullest extent permissible under applicable law, and when necessary, the court is requested to reform any and all terms

**KENTON COUNTY AIRPORT BOARD
REQUEST FOR PROPOSAL
GROUP HEALTH INSURANCE AGENT AND
EMPLOYEE BENEFITS CONSULTING SERVICES (#23-21RFP)**

or conditions to give them full effect.

17. Notices. All notices required or permitted under this Agreement must be in writing and sent to the other party as directed below or as otherwise directed by either party, from time to time, by written notice to the other. All notices are deemed validly given upon receipt of the notice by certified mail, postage prepaid, facsimile transmission, e-mail, or personal or courier delivery:

If to Covered Entity: Kenton County Airport Board
P.O. Box 752000
Cincinnati, OH 45275-2000
Attn: Chief Executive Officer

If to Business Associate: _____

18. Electronic Signatures and Delivery. The Parties consent to the use of both manual and electronic signatures to execute this Agreement, and any subsequent amendments, extensions, change orders, or other agreements, to the same legal effect and extent as if entirely manually signed. Electronic delivery of any counterpart of this Agreement is as effective and legally binding as physical delivery with all counterparts constituting one agreement.

**THE COVERED ENTITY
KENTON COUNTY AIRPORT BOARD**

BUSINESS ASSOCIATE

By: Candace McGraw
Its: Chief Executive Officer

By:
Its:

Attest:

By: Dilwyn Gruffydd
Its: Chief Financial Officer

**KENTON COUNTY AIRPORT BOARD
REQUEST FOR PROPOSAL
GROUP HEALTH INSURANCE AGENT AND
EMPLOYEE BENEFITS CONSULTING SERVICES (#23-21RFP)**

PROPOSERS LIST

Horan Associates, Inc.
Steve Ashe – SteveA@horanassoc.com
8044 Montgomery Road, Suite 640
Cincinnati, OH 45236
O: (513) 587-2743

Lockton Companies
Chris DiCarlo – CDiCarlo@lockton.com
3280 Peachtree Rd, NE, Suite 250
Atlanta, GA 30305
M: (678) 361-8776

USI Insurance Services
Ted Zalla – ted.zalla@usi.com
312 Elm Street, 24th Floor
Cincinnati, OH 45202
O: (513) 852-6334

Alliant Insurance Services
Mark Kmety - Mark.Kmety@alliant.com

E.N. Dornbusch Insurance
Cynthia (Cindy) Berens - cindy@dornbuschinsurance.com
211 Grandview Drive, Suite 207
Ft. Mitchell, KY 41017
(859) 331-4404