

DEPARTMENT OF HOMELAND SECURITY
Federal Emergency Management Agency

APPENDIX C
WRITTEN AGREEMENT BETWEEN

Commonwealth of Kentucky

AND

**Public Protection Cabinet, Cabinet for Health & Family Services, KY Transportation Cabinet
AND THEIR CONTRACTORS, IF APPLICABLE, CONFIRMING RESPONSIBILITIES REGARDING
THE HANDLING OF FEMA PERSONALLY IDENTIFIABLE INFORMATION (PII)**

WHEREAS, the Commonwealth of Kentucky ("Recipient Entity") has entered into an Information Sharing Access Agreement (ISAA) with the U.S. Department of Homeland Security's (DHS) Federal Emergency Management Agency (FEMA) governing the safeguarding requirements for PII dataset(s) shared by FEMA with the Recipient Entity; a copy of which is attached to this Agreement.

WHEREAS, the Recipient Entity has directed the agency or agencies listed in the table below to perform a role or function on behalf of the Recipient Entity. This requires the Recipient Entity to give the agency access to only the FEMA PII dataset(s) contained in the appendices identified in the following table:

Agency	Access to data from the following appendices
Public Protection Cabinet	A1.
Cabinet for Health and Family Services	[List approved appendices by number (e.g. A.1; A.2, etc.)]
Kentucky Transportation Cabinet	[List approved appendices by number (e.g. A.1; A.2, etc.)]
[Agency Name]	[List approved appendices by number (e.g. A.1; A.2, etc.)]
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[If the agency has a contractor(s), this paragraph applies.] WHEREAS, the agency entered into a contract with the contractor(s) listed in the table below. This contract requires the agency to give the contractor access to only the FEMA PII dataset(s) contained in the appendices identified in the following table:

Agency	Contractor and Contract Number	Access to data from the following appendices
[Agency Name]	[Contractor Name and Contract Number]	[List approved appendices by number (e.g. A.1; A.2, etc.)]
[Agency Name]	[Contractor Name and Contract Number]	[List approved appendices by number (e.g. A.1; A.2, etc.)]
[Agency Name]	[Contractor Name and Contract Number]	[List approved appendices by number (e.g. A.1; A.2, etc.)]
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WHEREAS, prior to FEMA or the Recipient Entity giving the agency a FEMA PII dataset(s), and prior to the agency giving a contractor access to FEMA PII dataset(s), the Recipient Entity must provide FEMA with a copy of this written agreement between the Recipient Entity and its agency and, if applicable, the Recipient Entity and any contractors acknowledging the agency's and contractor's understanding and agreement to safeguard the FEMA PII dataset(s) in accordance with the terms and conditions of the ISAA.

NOW THEREFORE, the agency and its contractor acknowledge and agree as follows:

1. The PII dataset(s) obtained by the Recipient Entity from FEMA remains under the control of FEMA, and Recipient Entity will only disclose the PII dataset(s) provided by FEMA to the agency, who will only disclose the PII dataset(s) provided by FEMA to the contractor under the terms and conditions set forth in the attached ISAA.
2. The Recipient Entity agrees that the agency can designate and change requesters and receivers of data on the applicable Appendix A. The Recipient Entity agrees that the agency can designate and change requested data points on the applicable Appendix A. The agency agrees to notify the Recipient Entity and FEMA of changes to data points requested, requesters, and receivers.

3. The agency and its contractor have read the attached ISAA and understand the following:
 - a. The definitions in paragraph 4;
 - b. The Recipient Entity's responsibilities identified in paragraphs 5 and 8;
 - c. The agency requirements identified in the below paragraphs;
 - d. The agency and its contractor requirements identified in paragraph 8; and
 - d. The confidential nature of the FEMA PII dataset(s), the safeguard requirements of the ISAA, and the applicable criminal penalties and civil remedies specified in federal law against the unauthorized disclosure of the FEMA PII dataset(s) covered by the ISAA.
4. The agency and its contractor will only use the FEMA PII dataset(s) for the purposes defined by the Recipient Entity and identified in the appendices to the attached ISAA.
5. The contractor will only use the FEMA PII dataset(s) for the purposes outlined in their identified contract, purchase order, or agreement with the agency and identified in the appendices to the attached ISAA.
6. The agency and its contractor will not share the PII dataset(s) information with any third party. The agency agrees to coordinate with the Recipient Entity before responding to any open records or Freedom of Information Act (FOIA) requests received that seek disclosure of the PII dataset(s). The terms of the ISAA require the Recipient Entity to withhold PII provided by FEMA under the ISAA from any open records or FOIA response to the extent allowed by law. The Recipient Entity will provide notice of any request for and/or disclosure of PII provided by FEMA under this agreement in response to open records or FOIA requests. PII retains its character as federal records while in possession of the Recipient Entity, the agency, and its contractors or subcontractors.
7. The agency and its contractor agree to abide by the terms and conditions for safeguarding information as identified in the ISAA between the Recipient Entity and FEMA, including without limitation, provisions relating to compliance with the protection of FEMA PII and Notice of Privacy Incident.
8. The agency and its contractor agree to train their staff on the proper procedures for the handling, protecting, and disposing of FEMA PII dataset(s).
9. The agency and its contractor agree to restrict use of FEMA PII dataset(s) only to the performance of services to the Recipient Entity in connection with the Recipient Entity's performance of its obligations under the attached ISAA.
10. The agency and its contractor agree to indemnify FEMA for its actions or inactions that are responsible for any Privacy Incident or Breach.
11. The agency and its contractor agree to certify in writing, upon completion of the performance of services by the agency or its contractor, that the agency and its contractor have immediately uninstalled, removed, and/or destroyed all copies of FEMA PII within fourteen (14) days of the agency's or its contractor's performance of services to the Recipient Entity. The agency will then provide the Recipient Entity with copies of these certifications.
12. The contractor agrees to certify in writing, upon completion of the performance of services by the subcontractor to the agency, that the subcontractor has immediately uninstalled, removed, and/or destroyed all copies of FEMA PII within fourteen (14) days of the subcontractor's performance of services for the agency. The subcontractor will then provide the agency with copies of these certifications for the Recipient Entity.
13. The agency and its contractor agree to provide the Recipient Entity and FEMA with necessary access to premises, documents, information, and IT systems needed for FEMA to investigate any Privacy Incident/Breach.
14. No later than 60 days after the PII dataset(s) provided under this Agreement ceases to be required by the agency and its contractor, or upon termination of the ISAA - whichever occurs first - or as requested by the Recipient Entity, the agency and its contractor will provide the Recipient Entity with an audit or report summarizing compliance with the privacy, redress, and security requirements set forth in this Agreement, to include accounting for all disclosures of FEMA PII.
 - a. If sharing under this Agreement extends past a year, the agency and its contractor must conduct an annual audit summarizing compliance with the privacy, redress, and security requirements set forth in this Agreement, to include accounting for all disclosures of FEMA PII that occurred during the year.
 - b. The agency and its contractor will provide the Recipient Entity with copies of the audits or reports including those conducted by its subcontractor.

Authorized Signatories:

DJ Wasson

09/01/2022

Sign Here

Date

DJ Wasson, Chief of Staff, Public Protection Cabinet

Name, Title, Entity Name (i.e. State or Contractor)

Sign Here

Date

Name, Title, Entity Name (i.e. State or Contractor)

Sign Here

Date

Name, Title, Entity Name (i.e. State or Contractor)

Sign Here

Date

Name, Title, Entity Name (i.e. State or Contractor)

Add Signature X

