

## DCBS Family Support Program Application Assistance Organization Agreement

This Agreement by and between the Cabinet for Health and Family Services (“CHFS”), Department for Community Based Services (DCBS) and \_\_\_\_\_, (“Designated Organization”), is intended to allow Designated Organization to participate as certified application counselors, called “kynectors”, on the Commonwealth of Kentucky’s kynect benefits Self-Service Portal (SSP).

Subject to the terms in this agreement, DCBS hereby designates and authorizes the Designated Organization to assist individuals with applying for public assistance programs DCBS administers via the SSP. The scope of this Agreement does not create an agency or any other legal relationship between the Parties.

### 1. Designated Organization Responsibilities:

- A. **Compliance with DCBS Policies and Applicable Laws:** Designated Organization shall comply with all DCBS policies and procedures now in effect, or hereafter adopted, all instructions as may from time to time be given to the Designated Organization by DCBS and all applicable federal and state laws and regulations pertaining to public assistance programs DCBS administers which include, but are not limited to, Supplemental Nutrition Assistance Program (SNAP), Child Care Assistance Program (CCAP), and Temporary Assistance for Needy Families (TANF) and the regulations promulgated there under.
- B. **Confidentiality:** Pursuant to 45 CFR 205.50 (a)(2)(ii) and 7 CFR 272.1 (c)(2), the release of information concerning individuals applying for or receiving financial assistance is restricted to persons or agency representatives who are subject to standards of confidentiality which are comparable to those of the agency administering the financial assistance programs and recipients of such information must adequately protect the information against unauthorized disclosure to persons or for unauthorized purposes. Pursuant to KRS 194A.060 (1) and KRS 205.175, information regarding a public assistance applicant or recipient must be kept confidential and may not be released, except as authorized by law. Pursuant to KRS 205.990 (1), any person who violates the confidentiality provisions of KRS 205.175 is subject to criminal penalties, including a fine and/or imprisonment The Designated Organization shall:
- i. Ensure that the information received from CHFS will be for the purpose of administering federally assisted programs, as required by 42 USC 602 (a)(1)(A)(iv), 45 CFR 205.50 (a)(1), and 7 CFR 272.1(c);
  - ii. Ensure that information received from CHFS regarding public assistance applicants and/or recipients will be maintained as confidential and will not be copied, disclosed, released or given to any other governmental agency, individual, or private concern, without the written permission of CHFS or the applicant/recipient;
  - iii. Take all precautions to ensure that the information received from the Cabinet is safeguarded and to maintain security over such information, to ensure that it does not become available to unauthorized individuals;
  - iv. Ensure that employees of the Designated Organization are subject to the same standards of confidentiality as CHFS employees and will have access to information provided under this Agreement.
- C. **Data Security:** Designated Organization shall
- i. Adhere to all security standards as for data transmission as expressed in CHFS and Commonwealth Office of Technology’s IT Policies.
    1. CHFS IT Policy:  
<https://chfs.ky.gov/agencies/os/oats/Pages/ITpolicies.aspx>
  - ii. Obtain all necessary waivers from CHFS’s Institutional Review Board. A copy of the Waiver of Authorization will be attached to this Agreement, if applicable.
  - iii. Keep the data confidential and in accordance with all state and federal laws and

privacy policies established by governmental agencies. All Designated Organization employees and personnel with access to DCBS data source under this Agreement shall read and acknowledge understanding of the compliance with the terms set out herein. The requestor shall keep records of members who will have access to such records and their agreement to these terms.

- iv. Re-disclose data as required by law.
- v. Adhere to all security standards relating to data storage, including the protection and destruction of data required by CHFS and Commonwealth Office of Technology's IT Policies.
  1. The project will implement security controls in compliance with National Institute of Standards and Technology (NIST) special publication 800-53 rev. 4 guidance for moderate baseline controls in accordance with CHFS security standards and will comply with all relevant state and local security and privacy regulations, as well as federal security and privacy standards adopted by the U.S. Department of Health and Human Services for Exchanges.
  2. Security services within the project shall be exposed as standards-compliant, reusable web services whenever feasible, and shall align to the Medical Information Technology Architecture (MITA) Maturity Model and MITA security and policy standards.
  3. The project shall be built using leading practices for secure application development, and shall protect the privacy and disclosure of sensitive, protected health information (PHI) and personally identifiable information (PII) in accordance with HIPAA Security and Privacy Rules and an understanding of the associated penalties.
  4. As with all CHFS projects, Recipient must adhere to the Commonwealth Office of Technology (COT) security and enterprise policies and procedures and the Cabinet for Health and Family Services (CHFS) security policies and procedures. Below is a listing of additional applicable policies, procedures, and laws for which the project must be prepared to comply:
    - Computer Fraud and Abuse Act [PL 99-474, 18 USC 1030]
    - Privacy Act of 1974 as amended [5 USC 552a]
    - Protection of Sensitive Agency Information [OMB M-06-16]
    - NIST 800-53 [Moderate]
    - IRS Publication 1075
- vi. Provide documentation and certifications as may be needed to satisfy internal agency or Auditor of Public Accounts audits regarding the management and security of the information provided by AGNCY1 upon the request of AGNCY1.
- vii. Prevent any and all unauthorized access to "Identity Information" of Commonwealth citizens, clients, constituents, and employees. "Identity Information" includes, but is not limited to, an individual's first name or initial and last name in combination with any of the following information:
  1. Social Security Number;
  2. Driver's License Number;
  3. System Access IDs and associated passwords; and
  4. Account Information including account number(s), credit/debit/ProCard number(s), and/or passwords and/or security codes.
- viii. Upon learning of any unauthorized breach/access, theft, or release of Commonwealth data containing "Identity Information," Recipients shall immediately notify the contracting agency, the Kentucky Finance and Administration Cabinet, and the Commonwealth Office of Technology. Recipient is subject to the requirements of KRS 61.931-934.
- ix. Provide written notice of violation of the security provisions of this Agreement within

24 hours of discovery.

- x. Cooperate in the efforts to mitigate any harm that may result from any violation of these Identity Theft Prevention and Reporting Requirements and agree that the Commonwealth may terminate for default this Agreement, and may seek payment(s) from the Recipient in an amount sufficient to pay the costs of notifying Members of unauthorized access or security breaches.

**D. No Prior or Ongoing Disciplinary Action:** Neither the Designated Organization, officers, directors, employees, or any other person substantially involved in the contracting or fundraising activities of the Designated Organization is currently the subject of any disciplinary proceedings or other action by any federal or state government authority. Organization agrees that it has a continuing obligation to notify DCBS in writing within seven (7) business days if they become subject to such disciplinary action.

**E. Service at No Charge:** Designated Organization shall provide application assistance without charging individuals or making assistance conditional on any other relationship, purchase or direct or indirect consideration in accordance with existing laws.

2. **Liability, Insurance, and Indemnification:** Designated Organization will be liable for the conduct of the kynector under their supervision, whether contracted, employed, or volunteer, including, but not limited to, compliance with the roles and responsibilities in accordance with applicable federal and state laws and regulations pertaining to public assistance programs administered by DCBS. Designated Organization shall agree to not hold DCBS accountable for any legal claims or damages resulting from the actions of their kynector
3. **Advertising and Marketing Materials:** Designated Organization agrees to comply with DCBS advertising, marketing, and branding requirements. Organization may advertise or refer to itself as a “kynector” but is not considered an agent or representative of DCBS and shall not represent itself as an agent or other representative of DCBS public assistance programs.
4. **Failure to perform a corrective action:** If DCBS becomes aware that the Designated Organization has failed or is failing to meet its responsibilities or requirements under this Agreement, DCBS will provide notice of the identified failure to the Designated Organization and any applicable kynectors. DCBS may provide the Designated Organization or an individual kynector with the opportunity to respond and to establish a corrective action plan approved by DCBS executive staff and a set period to amend identified practices. Failure to perform duties established in this Agreement may result in suspension or termination of the designation for an individual kynector or the Designated Organization. Once certification or designation is removed, the individual or Organization may re-apply after the passage of twelve months from the revocation/withdrawal date.
5. **Designated Organization Contact, Manger, and Administrator:** Designated Organization agrees to designate an individual to serve as the primary contact for Designated Organization, a manager who is responsible for managing the Kentucky Online Gateway (KOG) Organization Management tool used to invite new users and remove users no longer associated with the Designated Organization, and an agency administrator with the ability to view and transfer all cases associated to the Designated Organization. This individual will be required to respond promptly to DCBS staff requests and inquiries. Upon request and approval by DCBS, this assignment may be divided among more than one individual allowing an employee without Self Service Portal (SSP) system access to handle some contact and onboarding activities.
6. **System User Recertification:** Designated Organization agrees to cooperate with review processes as determined by DCBS, to confirm that the correct individuals have an appropriate level of access to the DCBS system in accordance with privacy and security standards of applicable federal and state laws and regulations pertaining to public assistance programs DCBS administers This includes verification that the individual kynectors are current with all DCBS required training.
7. **Duty to Individuals** Designated Organization agrees to act in the best interest of the individual and provide full and impartial information to individuals seeking application assistance for

- public assistance programs DCBS administers.
- a. To disclose to the Designated Organization and to DCBS and potential applicants any potential conflicts of interest
  - b. To ensure that individual applicants are informed of the functions and responsibilities of kynectors
  - c. To comply with privacy and security standards established in accordance with federal and state laws and regulations pertaining to public assistance programs administered by DCBS.
  - d. To refer to merit DCBS staff when applicable
  - e. To provide information in a manner that is accessible to individuals with disabilities, as defined in the American with Disabilities Act
  - f. To comply with the requirements of rules and regulations of applicable public assistance programs administered by DCBS.
  - g. To comply with all Kentucky and federal laws
8. **Program Administration:** The Designated Organization will directly administer the kynector program, oversee all participating employees and maintain a registration process and method to track the performance of participating kynectors including:
- a. **Conduct, Roles and Responsibilities:** Designated Organization agrees to adhere to requirements set forth by the rules and regulations of applicable public assistance programs DCBS administers
  - b. **Certification:** Designated Organization agrees to ensure that all staff identified to certify as kynectors meet the initial training requirements, complete supplemental training modules, and annual recertification training. Participating kynectors must complete all trainings as designated by DCBS with a passing assessment score. kynectors may re-attempt an assessment to achieve a passing score, however reattempts are limited. No assessment may be taken more than 3 times during a certification period. Individual kynectors who do not successfully complete any training will lose their certification status and will not be eligible to re-apply until 12 months from the date of their certification withdrawal.
  - c. Designated Organization agrees to remove access and notify DCBS within a five (5) business day regarding kynectors who are no longer participating in the program.
  - d. Any kynector must accept all requests for assistance and can be determined to be out of compliance for failure to meet this requirement.
  - e. Notifying DCBS if an individual kynector will be on leave for more than 8 weeks so that DCBS may place that user's status in a suspended status. Individuals who do not log into their account for more than 90 days may automatically lose access and may be required to recertify to restore account access.
  - f. Designated Organization must submit quarterly reports in a manner and form as set by DCBS, including:
    - i. Number of consumers who received application or recertification assistance from the Designated Organization;
    - ii. Number of consumers who received assistance in submitting verification documentation; and
    - iii. Other items requested by DCBS with reasonable notice.
9. **Term of Agreement and Cancellation:** This agreement shall be effective for one year (not to exceed 12/31/2024) beginning the date of the last signature and must be renewed annually if the Designated Organization and DCBS wish to continue the arrangement. Either party may terminate and cancel this Agreement, at any time, on thirty (30) days written notice served upon the other party by registered mail with return receipt requested, or immediately for cause. In the event that cause for termination is given with thirty (30) days' notice, and any cause is defective, the termination shall be considered with notice.
10. **Acceptance of Terms and Conditions:** This document shall be signed by an individual legally authorized to execute contracts on behalf of the Designated Organization, signifying agreement to comply with all of the terms and conditions specified above. Additionally, all individuals

designated as kynectors by the Designated Organization will sign that they understand and will abide by the terms and conditions of their access to the Self-Service Portal as kynectors at least once each year during the recertification process.

The above terms and conditions of the Agreement are hereby accepted and agreed to as of the date specified:

For Department for Community Based Services



2597068C24204CA...

Printed Name Lesa Dennis

Title Commissioner

Date: 11/6/2023 | 7:40 AM PST

For Designated Organization

Printed Name Jennifer Garland

Title \_\_\_\_\_

Date: \_\_\_\_\_

**Approvals**

This contract is subject to the terms and conditions stated herein. By affixing signatures below, the parties verify that they are authorized to enter into this contract and that they accept and consent to be bound by the terms and conditions stated herein. In addition, the parties agree that (i) electronic approvals may serve as electronic signatures, and (ii) this contract may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single contract.

**CHFS Cabinet Approval:**

DocuSigned by:  
*Eric Friedlander*  
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\_\_\_\_\_  
Signature

Eric Friedlander  
\_\_\_\_\_  
Printed Name

Secretary  
\_\_\_\_\_  
Title

11/6/2023 | 5:18 PM EST  
\_\_\_\_\_  
Date

**Contractor Approval:**

\_\_\_\_\_  
Signature  
  
Jennifer Garland  
\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title  
  
\_\_\_\_\_  
Date

**CHFS Department Review:**

DocuSigned by:  
*Lesa Dennis*  
26070800210810A...  
\_\_\_\_\_  
Signature

Lesa Dennis  
\_\_\_\_\_  
Printed Name

Commissioner  
\_\_\_\_\_  
Title

11/6/2023 | 7:40 AM PST  
\_\_\_\_\_  
Date

**Approved as to form and legality:**

DocuSigned by:  
*Ashley Kennedy*  
6FA82F22A10C488...  
\_\_\_\_\_  
Attorney

11/1/2023 | 1:01 PM EDT  
\_\_\_\_\_  
Date