



## Data Use and Reporting Agreement

Pursuant to 105 KAR 1:140 \_\_\_\_\_ (“Employer”) is required to submit reports and other information electronically to the Kentucky Public Pensions Authority (“KPPA”) using the secure KPPA Employer Self Service website (“Website”) or through the KPPA Secure Email Portal (“Portal”). Employer is also required to submit contributions and other payments. Reports, information, and payments must be submitted in accordance with this Agreement and Applicable Law.

Employer will be submitting certain Personal Information (PI) through the Website or Portal that should be transmitted securely in order to protect the privacy and security of the PI. Such PI must only be transmitted through the Website or Portal in accordance with this Agreement and Applicable Law.

### Article I - Definitions

Employer agrees that the following terms when used in this document shall have the meaning stated below:

- a. **Agency Head** shall mean the chief executive, official, or administrative officer with whom the ultimate legal authority of the Employer is vested.
- b. **Applicable Law** shall mean applicable federal, state, and local statutes; court opinions and orders; regulations; local rules; and policy requirements.
- c. **Creditable Compensation** shall have the same meaning as the definition of creditable compensation in KRS 61.510 and 78.510.
- d. **Employer** shall mean the organization listed in the blank space provided at the top of this document.
- e. **Individual** shall mean a natural person.
- f. **KAR** shall mean the Kentucky Administrative Regulations.
- g. **KRS** shall mean the Kentucky Revised Statutes.
- h. **Personal Information (PI)** means an Individual’s first name or first initial and last name in combination with the Individual’s:
  - 1. social security number;
  - 2. driver’s license number;
  - 3. personal identification number permitting access to the Individual’s account; or
  - 4. medical information.
- i. **Portal** means the KPPA Secure Email Portal.
- j. **Reporting Official** shall mean the person designated by the participating employer who shall be responsible for forwarding all employer and employee contributions and a record of the contributions to the system and for performing other administrative duties pursuant to the provisions of KRS 16.505-16.652, 61.510-61.705, and/or 78.510-78.852.
- k. **Systems** shall mean the Kentucky Employees Retirement System, the State Police Retirement System, and the County Employees Retirement System.
- l. **Website** means the Kentucky Public Pensions Authority’s Employer Self Service Website.

### Article II - General Terms

2.1. Interpretation of Provisions. In the event of an inconsistency between the provisions of this Agreement and state or federal law, the state or federal law shall prevail. In the event of inconsistency between the provision of this Agreement and the terms of 105 KAR 1:140, 105 KAR 1:140 shall prevail.

2.2. Incorporation by Reference. The provisions of 105 KAR 1:140 and the Employer Reporting Manual are incorporated herein by reference. By signing this Agreement, Employer acknowledges that the Reporting Official, Agency Head, and all other employees with any responsibility for reporting of retirement contributions and payments have read and understood 105 KAR 1:140 and the Employer Reporting Manual.

## Article III - Obligations and Activities of Employer

Employer agrees to and acknowledges the following:

3.1. Employer Acknowledgment of Understanding. The Reporting Official, Agency Head, and all other employees with any responsibility for reporting of retirement contributions and payments have read and understood 105 KAR 1:140 and the Employer Reporting Manual.

3.2. Employer Obligation to Securely Transmit and Receive PI. Employer shall submit PI through the Website or Portal in order to protect the privacy and security of the PI, and shall handle all PI received from KPPA in accordance with this Agreement and Applicable Law. KPPA is not responsible for the failure of Employer's employees, representatives, agents, contractors, or subcontractors to comply with Applicable Law in accessing, transmitting, receiving, or maintaining PI, including PI received from KPPA.

3.3. Employer's Responsibility for Authorized Users. Employer shall be solely responsible for ensuring that only authorized users access the Website, the Portal, or PI either through the Employer or by use of any password, identifier or log-on received obtained, directly or indirectly, lawfully or unlawfully, from Employer or any of Employer's employees, representatives, agents, contractors, or subcontractors, and all such acts and omissions shall be deemed to be the acts and omissions of the Employer. KPPA shall not be responsible for the failure of Employer's employees, representatives, agents, contractors, or subcontractors to comply with this Agreement and Applicable Law in accessing, transmitting, receiving, or maintaining PI, including PI received from KPPA.

Each Employer shall certify:

- a. That its authorized users shall only access the Website and the Portal and use, disclose, and transmit PI for purposes that are consistent with this Agreement and Applicable Law;
- b. That its authorized users have agreed to hold any passwords, or other means for accessing the Website and the Portal in a confidential manner and to release them to no other individual; and
- c. That it has restricted access to the Website, the Portal, and PI and PHI only to the authorized users that Employer's Employer Administrator has identified pursuant to this Agreement and 105 KAR 1:140.

3.4. Agents, Contractors, and Subcontractors. Employer agrees to ensure that any agent, including a contractor or subcontractor, to whom it provides access to PI received from KPPA, agrees in writing to the same restrictions and conditions that apply through this Agreement to Employer with respect to such PI. Such written agreement shall also require the agent to implement reasonable and appropriate administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of PI received from KPPA in accordance with this Agreement and Applicable Law.

3.5. Training. Employer shall provide appropriate training to its employees, representatives, agents, contractors, or subcontractors in security, privacy, and confidentiality requirements and prohibitions relating to PI under this Agreement.

3.6. Timely Submission of Reports, Contributions, and Payments. Employer shall timely submit all reports, contributions, and payments required by KRS 16.505-16.652, 61.510-61.705, and/or 78.510-78.852 and 105 KAR 1:140.

3.7. Effect of Failure to Timely Submit Reports, Contributions, and Payments. If Employer refuses or fails to timely submit all reports, contributions, and payments required by KRS 16.505-16.652, 61.510-61.705, and/or 78.510-78.852 and 105 KAR 1:140. KPPA may use any legal remedy available to it to compel Employer to submit such reports, contributions, and payments and may apply interest and penalties to the untimely reports, contributions, and payments to the extent authorized by Applicable Law.

3.8. Availability of Records or Information. Employer shall make records or information available to KPPA in accordance with KRS 16.645, 61.505, 61.675, 61.685, 78.545, and 78.625, in a time and manner designated by KPPA, for purposes of determining Employer's compliance with this Agreement and Applicable Law.

3.9. Effect of Refusal to Provide Required Information. If Employer refuses to provide the KPPA access to records or information requested in accordance with KRS 16.645, 61.505, 61.675, 61.685, 78.545, and 78.625 or does not respond to a request for information or records by the KPPA made in accordance with in accordance with KRS 16.645, 61.505, 61.675, 61.685, 78.545, and 78.625, KPPA may use any legal remedy available to KPPA to enforce KRS 16.505-16.652, 61.510-61.705, and/or 78.510-78.852 and 105 KAR 1:140.

3.10. Notification of Claims. Employer shall notify KPPA within forty-eight (48) hours upon notification or receipt of any civil or criminal claims, demands, causes of action, lawsuits, or governmental enforcement actions arising out of or related to this Agreement or the PI received from KPPA, regardless of whether KPPA and/or Employer are named as parties in such claims, demands, causes of action, lawsuits, or enforcement actions.

3.11. Assistance in Litigation or Administrative Proceedings. Employer shall make its employees, representatives, agents, contractors, or subcontractors, available to KPPA to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against KPPA or its trustees, officers, or employees based upon a claimed violation of Applicable Law, except where Employer or its employee, representative, agent, contractor, or subcontractor is named as an adverse party.

#### Article IV - KPPA Obligations

4.1. Indemnification. To the extent allowed by law, Employer shall reimburse KPPA for any expenses, losses, damages, legal fees, attorney fees, or costs arising out of or related to any civil or criminal claims, demands, causes of action, lawsuits, or governmental enforcement actions, whether brought by a third party or asserted by Employer, arising out of or related to Employer's actual or alleged acts and omissions (or those of its employees, representatives, agents, contractors, or subcontractors) associated with Employer under this Agreement.

4.2. Notice to Employer. KPPA shall notify Employer of the web address of the Website and shall notify Employer if the web address changes.

4.3. Invoices. KPPA shall submit an invoice to Employer for any contributions, other payments, interest, or penalties owed to KPPA that were not submitted contemporaneously with the monthly detail and summary reports. KPPA may offset funds owed by the Employer to the systems with funds owed to Employer by the systems.

#### Employer Signature

I hereby certify that the information completed on this form is true and accurate. I acknowledge that I have full understanding that any person who provides a false statement, report, or representation to a governmental entity such as KPPA is subject to penalty of perjury in accordance with KRS 523.010, et seq.

Name of Employer: \_\_\_\_\_

Agency Head or Reporting Official Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

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