

RESOLUTION NO. 436 2014

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT WITH COMMONWEALTH OF KENTUCKY, EDUCATION AND WORKFORCE DEVELOPMENT CABINET, DEPARTMENT OF WORKFORCE INVESTMENT, OFFICE OF EMPLOYMENT AND TRAINING, FOR INFORMATION EXCHANGE, AT A COST NOT TO EXCEED \$1,920.00.

BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute the agreement, which is attached hereto and incorporated herein by reference, with Commonwealth of Kentucky, Education and Workforce Development Cabinet, Department of Workforce Investment, Office of Employment and Training, for information exchange.

Section 2 - That an amount, not to exceed the sum of \$1,920.00, be and hereby is approved for payment to Commonwealth of Kentucky, Education and Workforce Development Cabinet, Department of Workforce Investment, Office of Employment and Training, from account # 3140-505501-71299, pursuant to the terms of the agreement.

Section 3 - That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL: July 8, 2014

MAYOR



ATTEST:

  
CLERK OF URBAN COUNTY COUNCIL

COMMONWEALTH OF KENTUCKY  
EDUCATION AND WORKFORCE DEVELOPMENT CABINET  
DEPARTMENT OF WORKFORCE INVESTMENT  
OFFICE OF EMPLOYMENT AND TRAINING

AND

LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT  
On behalf of  
LEXINGTON POLICE DEPARTMENT

EXCHANGE OF INFORMATION AGREEMENT

THIS AGREEMENT, made and entered into as of the \_\_\_ day of July, 2014, by and between the COMMONWEALTH OF KENTUCKY, EDUCATION AND WORKFORCE DEVELOPMENT CABINET, DEPARTMENT OF WORKFORCE INVESTMENT, OFFICE OF EMPLOYMENT AND TRAINING, hereinafter referred to as "OET", and the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT hereinafter referred to as the "Agency".

WITNESSETH THAT:

WHEREAS, THE OET through its Division of Unemployment Insurance, is the State Unemployment Compensation Agency for Kentucky and has unemployment insurance information in its computer database that may be of assistance to the Agency; and

WHEREAS, pursuant to the provisions of KRS 341.190 and KRS 341.220 OET is allowed to furnish certain unemployment insurance information to other governmental agencies; and

WHEREAS, the Agency has requested unemployment insurance information contained in the Unemployment Insurance database. This information shall be used strictly in an official capacity in the normal course of duties; and

THEREFORE, it is hereby mutually agreed by and between the parties that:

- 1) The Agency is making this request for the sole purpose of law enforcement investigations including those investigations related to unemployment compensation and public assistance fraud.
- 2) The Agency is requesting on-line access to the following information during its business hours: Programs 4B, 4W, 42, and 48.
- 3) The Agency shall provide a list to the OET of all employees, their titles, and SSNs who need on-line read access to Programs 4B, 4W, 42, and 48. In addition, the Agency shall notify OET immediately of any such employee who terminates his/her employment with the Agency or whose job duties no longer require access to Programs 4B, 4W, 42, and 48. Further, the Agency agrees that all employees who have access to unemployment insurance databases shall be required to read and sign a copy of the following security statements: "Access to On-line Computer Screens"; "Security Agreement"; and "Request for RACF Mainframe Clearance". The Agency shall forward the signed security statements to OET prior to access being provided to an employee.
- 4) The Agency agrees to reimburse the OET for costs incurred in providing data, including any new developmental costs associated with furnishing data. This will total \$20.00 (twenty dollars) per program, per user, per month. The OET will bill the Agency on a quarterly basis. Reimbursement shall be made within 30 days of receipt of an invoice specifying an amount.

5) The Agency shall provide to the OET a written copy of their internal security safeguards to ensure that information obtained from the OET shall be protected against unauthorized access or disclosure as follows:

(A) The unemployment insurance information shall be used by the Agency only for the purpose(s) identified in this agreement;

(B) The unemployment insurance information shall be stored in a place physically secure from access by unauthorized persons and processed in such a way that unauthorized persons cannot retrieve the information by means of computer, remote terminal or any other means;

(C)(1) The Agency shall instruct all of its personnel with access to the unemployment insurance information regarding the confidential nature of the unemployment insurance information; the confidentiality rules, requirements and procedures of KRS 341.190, 42 U.S.C. § 503, 26 U.S.C. § 3304, and 20 CFR § 603, subpart B; and of the sanctions specified in KRS 341.990 for the unauthorized disclosure of unemployment insurance information,

(2) An authorized representative of the Agency shall sign before a Notary Public an acknowledgement, attached hereto and incorporated herein as Attachment A, on behalf of the Agency that it will adhere to all the confidentiality statutes, regulations, rules, requirements, and procedures regarding unemployment insurance information; that all of its personnel having access to any disclosed unemployment insurance information have been instructed of all the confidentiality statutes, regulations, rules, requirements, and procedures regarding unemployment insurance, including but not limited to KRS 341.190, 42 U.S.C. § 503, 26 U.S.C. § 3304, 20 CFR § 603, subpart B and this agreement, and the sanctions set forth in KRS 341.990(11) for the unauthorized disclosure of unemployment insurance information; and that any infraction of the confidentiality statutes, regulations, rules, requirements, or procedures shall be fully and promptly reported, in writing, to the Director of the Division of Unemployment Insurance.

(3) Failure to comply with any provision of this agreement by the Agency shall result in suspension of this agreement by the OET until the OET is satisfied that corrective action has been taken and there will be no further breach. In the absence of prompt and satisfactory corrective action, this agreement shall be immediately cancelled by the OET.

(4) The Agency assures the confidentiality of the unemployment insurance information received as required by KRS 341.190(3)(a).


(5) The Agency shall not re-disclose any unemployment insurance information.

(6) The Agency shall permit the OET to make unannounced on-site inspections to audit to ensure that the requirements of all state and federal unemployment insurance confidentiality laws, rules, requirements, and procedures are being met.

(7) The Agency shall immediately shred or delete any unemployment insurance information disclosed or obtained pursuant to this agreement, including any copies thereof, after the purpose for which the information was disclosed is served.

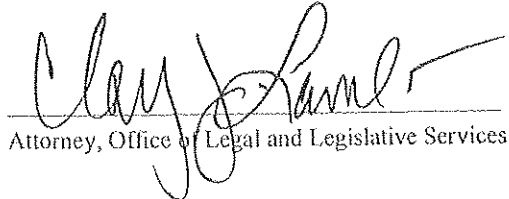
- (8) The parties agree that the list of employees, signed security statements, a written copy of internal security safeguards, acknowledgement and any other information or notification required by the terms of this agreement to be provided by the Agency shall be sent to the Director of the Division of Unemployment Insurance, 275 East Main Street, 2-CD Floor, Frankfort, Kentucky 40621.
- 6) The term of this agreement shall be from July \_\_\_\_, 2014 through June 30, 2018. However, either party may cancel this agreement at any time upon thirty (30) days written notice or immediately for cause.
- 7) The terms and conditions of this agreement may be amended by mutual written consent of the parties.
- 8) All questions as to the execution, validity, interpretation, and performance of this agreement shall be governed by the laws of the Commonwealth of Kentucky. Furthermore, the parties hereto agree that any legal action, which is brought on the basis of this agreement, shall be filed in the Franklin Circuit Court of the Commonwealth of Kentucky.

COMMONWEALTH OF KENTUCKY  
EDUCATION AND WORKFORCE DEVELOPMENT CABINET  
DEPARTMENT OF WORKFORCE INVESTMENT  
OFFICE OF EMPLOYMENT AND TRAINING

  
Buddy Hoskinson, Executive Director

7/15/14  
Date

EXAMINED AS TO FORM AND LEGALITY:

  
Attorney, Office of Legal and Legislative Services


7/17/14  
Date

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

  
Jim Gray  
Mayor

7/28/14  
Date

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT DIVISION OF POLICE

  
Ronnie J. Bastin  
Chief of Police

7/18/14  
Date

Agency Contact for Billing: Lt. S. Blakely  
Billing Address Lexington Police Department  
Bureau of Investigation, Special Investigation Section  
150 E. Main St  
Lexington, KY 40507  
Phone Number 859-258-3630  
Email [sblakely@lexingtonpolice.ky.gov](mailto:sblakely@lexingtonpolice.ky.gov)

ACKNOWLEDGMENT

I, JIM GRAY, am an authorized representative of LFUCG. I hereby acknowledge on behalf of the stated agency that it will adhere to all the confidentiality statutes, regulations, rules, requirements and procedures regarding unemployment insurance information; that all of its personnel having access to any disclosed unemployment insurance information have been instructed of all the confidentiality statutes, regulations, rules, requirements and procedures regarding unemployment insurance, including but not limited to KRS 341.190, 42 U.S.C. § 503, 26 U.S.C. § 3304, 20 CFR § 603, subpart B and this agreement, and the sanctions set forth in KRS 341.990(11) for the unauthorized disclosure of unemployment insurance information; and that any infraction of the confidentiality statutes, regulations, rules, requirements or procedures shall be fully and promptly reported, in writing, to the Executive Director of the Office of Employment and Training, 275 East Main Street, 2-CD Floor, Frankfort, Kentucky 40621.

[Signature]  
Authorized Representative

Mayor  
Title

7/28/14  
Date

The foregoing Acknowledgment was subscribed, sworn to and acknowledged by MAYOR JIM GRAY as an authorized representative of LFUCG duly authorized to execute this instrument this 28<sup>th</sup> day of July, 2014.

[Signature]  
Notary Public D 45784

My Commission Expires: 1/9/16