



EDUCATION and WORKFORCE DEVELOPMENT CABINET
Department of Workforce Investment

Andy Beshear

Governor

500 Mero Street, 4th Floor
Frankfort, KY 40601
502-564-5331

Josh Benton

Deputy Secretary

Jacqueline Coleman

Lieutenant Governor
and Secretary

Marty Hammons

Commissioner

To: Lt. Matt Greathouse
LeAnn Arnold

From: Mary Ann Damron

Date: July 29, 2020

Re: Memorandum of Understanding (MOU)

Please ask Chief Weathers to sign the enclosed original Memorandum of Understanding (MOU) and retain a copy for your records. Return the original signed memorandum along with the Security Awareness Training Acknowledgement form, Request for Mainframe Clearance form, Security Agreement form and Access to On-Line Computer Screens form which were provided to you by email for each new user who will need access to the Unemployment Insurance programs referenced in the MOU to the following address: ***We cannot accept copies or faxes of the agreement or forms.***

Mary Ann Damron
Department of Workforce Investment
500 Mero Street, 4 SE 34
Frankfort, KY 40601

Each new user is required to watch a Security Awareness Training PowerPoint and sign the Security Awareness Training Acknowledgment form which must be returned with the other required forms. I have sent the PowerPoint via email, as well as the required forms to you.

Please provide a copy of your internal security safeguards to ensure that information obtained from the Office of Employment and Training shall be protected against unauthorized access referenced in the MOU under 5 C (8).

Ensure that employees who will be accessing Unemployment Insurance data review and understand the Laws and Regulations referenced in the EIA under 5 C (1) (2) and (9).

Please do not hesitate to call me at 502-782-3346 should you have any questions.

MEMORANDUM OF UNDERSTANDING

BETWEEN THE KENTUCKY EDUCATION AND WORKFORCE DEVELOPMENT CABINET,
DEPARTMENT OF WORKFORCE INVESTMENT,
OFFICE OF UNEMPLOYMENT INSURANCE

AND
LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT
On behalf of
LEXINGTON POLICE DEPARTMENT

FOR
THE ACQUISITION AND USE OF CONFIDENTIAL
OFFICE OF UNEMPLOYMENT INSURANCE DATA

THIS AGREEMENT, made and entered into as of the 1st day of July, 2020, by and between the EDUCATION AND WORKFORCE DEVELOPMENT CABINET, Department of Workforce Investment, Office of Unemployment Insurance, hereinafter referred to as "OUI", and the LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT, LEXINGTON POLICE DEPARTMENT, hereinafter referred to as the "Agency."

WITNESSETH THAT:

WHEREAS, the Department of Workforce Investment, through its Office 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 Section 303(a)(1) of the SSA (42 U.S.C. 503(a)(1)), 20 CFR section 603.5(e) and (f), KRS 151B.280(5)(b), KRS 341.190 and KRS 341.220 the OUI 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: 4B, 4W, 42 and 48.
- 3) The Agency shall provide a list to the OUI of all employees, their titles, and SSNs who need on-line read access to 4B, 42, 48 and 4W. In addition, the Agency shall notify OUI immediately of any such employee who terminates his/her employment with the Agency or whose job duties no longer require access to 4B, 4W, 42 and 48.
- 4) 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". Agency employees who have access to unemployment

insurance databases shall also be required to review the Security Awareness Power Point presentation, to be provided by OUI, and acknowledge completion of the review by signing the "Security Awareness Training Acknowledgement Form." The Agency shall forward all signed security statements referenced herein to OUI prior to access being provided to an Agency employee.

- 5) The Agency agrees to reimburse OUI for costs incurred in providing data, including any new developmental costs associated with furnishing data. This will total \$25.00 (twenty-five dollars) per program, per user, per month. OUI will bill the Agency on a quarterly basis. Reimbursement shall be made within 30 days of receipt of an invoice specifying an amount.
- 6) The Agency shall provide to OUI a written copy of their internal security safeguards to ensure that information obtained from OUI shall be protected against unauthorized access or disclosure as follows:
 - (A) The unemployment insurance information shall be used by the Agency only as authorized by state and federal law and 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 electronic 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 section 303(a)(1) of the SSA (42 U.S.C. 503(a)(1)), 20 CFR section 603.5(e) and (f), KRS 151B.280(5)(b), KRS 341.190 and KRS 341.220; 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 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 OUI in accordance with 20 CFR § 603.9(b)(1)(v)(B).
 - (3) Failure to comply with any provision of this agreement by the Agency shall result in suspension of this agreement by OUI until OUI 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 OUI and the Agency shall surrender to OUI all unemployment insurance information, including copies, obtained under this agreement which has not previously been returned to OUI and any other information relevant to the agreement.

- (4) The Agency shall not re-disclose any unemployment insurance information.
 - (5) The Agency shall permit OUI 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.
 - (6) In accordance with 20 CFR § 603.9(b)(1)(vii), Agency will periodically conduct an audit with a sample of transactions in which the OUI data was accessed. The audit will ensure that the person receiving the information has on file a written release authorizing the access.
 - (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, acknowledgment 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 Office of Unemployment Insurance, 500 Mero Street - 3rd Floor, Frankfort, Kentucky 40601.
 - (9) The Agency shall comply with all applicable requirements in KRS 61.931 to 61.934 to implement, maintain and update security, breach investigation and notification procedures and practices, including taking any appropriate corrective action, to protect and safeguard the unemployment insurance information against any unauthorized access, use, modification, disclosure, manipulation or destruction. All notification and investigation costs due to a security breach of unemployment insurance information provided to the Agency under this agreement shall be the responsibility of the Agency.
 - (10) The Agency shall report, as soon as possible, but no later than 24 hours, a suspected security breach of OUI data to EDU.SecurityRequest@ky.gov.
 - (11) In Accordance with KRS 61.878(1)(k) and KRS 341.190(4), OUI Data shall not be disclosed pursuant to an open records request.
- 7) The term of this agreement shall be from July 1, 2020, through June 30, 2024. However, either party may cancel this agreement at any time upon thirty (30) days written notice or immediately for cause.
 - 8) The terms and conditions of this agreement may be amended by mutual written consent of the parties.

9) 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.

By affixing signatures below, the parties agree that electronic approvals may serve as electronic signatures. In addition, the parties verify that they are authorized to bind this agreement between parties and that they accept the terms of the agreement.



MARTY HAMMONS, COMMISSIONER
DEPARTMENT OF WORKFORCE INVESTMENT

7/29/2020
DATE

EXAMINED AS TO FORM AND LEGALITY:

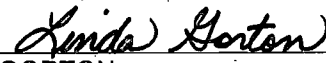


ATTORNEY, OFFICE OF LEGAL AND LEGISLATIVE
SERVICES

7-29-2020
DATE


SECOND PARTY:

LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT
On behalf of
LEXINGTON POLICE DEPARTMENT



LINDA GORTON
MAYOR

DATE



LAWRENCE WEATHERS
CHIEF OF POLICE

8/19/2020
DATE

ATTACHMENT A

ACKNOWLEDGMENT

I, Linda Clorton, am an authorized representative of Lexington Fayette Urban County Government. 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 151B.280, KRS 341.190, KRS 61, 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 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 Unemployment Insurance, 500 Mero Street 4th Floor, Frankfort, Kentucky 40621.

Linda Clorton

Authorized Representative

Mayor

Title

10/2/2020

Date

The foregoing Acknowledgment was subscribed, sworn to and acknowledged by Linda Clorton as an authorized representative of LFUCG duly authorized to execute this instrument this 2nd day of October, 2020.

Mackenzie Samuels
Notary Public

My Commission Expires:

11/7/2023