

MEMORANDUM OF UNDERSTANDING

**BETWEEN THE KENTUCKY LABOR CABINET,
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 15th day of February 2021, by and between the KENTUCKY LABOR CABINET, 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 KENTUCKY LABOR CABINET 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, 4W, 42 and 48. 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 Labor.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 February 15, 2021 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.


LARRY ROBERTS, SECRETARY
KENTUCKY LABOR CABINET

2/15/2021
DATE

EXAMINED AS TO FORM AND LEGALITY:


ATTORNEY, OFFICE OF GENERAL COUNSEL

2/19/2021
DATE

SECOND PARTY:

LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT
ON BEHALF OF
LEXINGTON POLICE DEPARTMENT


LINDA GORTON
MAYOR

3/23/2021
DATE

LAWRENCE WEATHERS
CHIEF OF POLICE

DATE

