

FIRST AMENDMENT TO  
EXCHANGE OF INFORMATION AGREEMENT  
BETWEEN  
EDUCATION AND WORKFORCE DEVELOPMENT CABINET  
OFFICE OF EMPLOYMENT AND TRAINING  
AND  
LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT  
On behalf of  
LEXINGTON POLICE DEPARTMENT

The Education and Workforce Development Cabinet, Office of Employment and Training (hereinafter "OET") and Lexington Fayette Urban County Government (hereinafter referred to as the "Agency") agree to amend the Exchange of Information Agreement entered into on July 28, 2014 to modify the term of the agreement as follows:

The language set forth in Number 5)(C)(2) of the Exchange of Information Agreement is deleted and replaced with the following:

(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 Division of Unemployment Insurance in accordance with 20 CFR § 603.9(b)(v)(B).

The language set forth in Number 5)(C)(3) of the Exchange of Information Agreement is deleted and replaced with the following:

(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 and the Agency shall surrender to OET all unemployment insurance information, including copies, obtained under this agreement which has not previously been returned to OET and any other information relevant to the agreement.

The language set forth in Number 5)(C)(8) of the Exchange of Information Agreement is deleted and replaced with the following:

(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 Division of Unemployment Insurance, 275 East Main Street, Mailstop 2-CD, Frankfort, Kentucky 40621.


A new Number 5)(C)(9) of the Exchange of Information Agreement is inserted to read as follows:

(9) Effective January 1, 2015, 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.

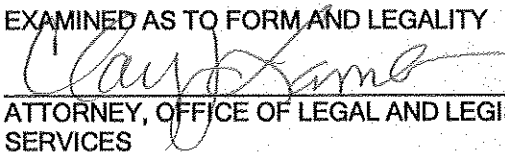
All other Terms and Conditions of the Exchange of Information Agreement, except as amended above, are hereby ratified and confirmed.

Executed by signature and so authorized by the respective governing bodies of the parties to this First Amendment to Exchange of Information Agreement:

**EDUCATION AND WORKFORCE DEVELOPMENT CABINET  
OFFICE OF EMPLOYMENT AND TRAINING**

  
\_\_\_\_\_  
BUDDY HOSKINSON, EXECUTIVE DIRECTOR  
OFFICE OF EMPLOYMENT AND TRAINING

2/2/15  
\_\_\_\_\_  
DATE

EXAMINED AS TO FORM AND LEGALITY  
  
\_\_\_\_\_  
ATTORNEY, OFFICE OF LEGAL AND LEGISLATIVE  
SERVICES

1/29/15  
\_\_\_\_\_  
DATE

**LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**

\_\_\_\_\_  
JIM GRAY  
MAYOR

\_\_\_\_\_  
DATE

**LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT DIVISION OF POLICE**

  
\_\_\_\_\_  
MARK BARNARD  
CHIEF OF POLICE

2/27/2015  
\_\_\_\_\_  
DATE