

Addendum 1- Handling Confidential Information

Division of Workforce Development (DWD) and Missouri Community College Association (MCCA) MOU

I. Security Procedure – Mitigation

In the event of a breach as defined in Sect. 407.1500, RSMo, requiring notice to affected individuals, MCCA shall reimburse DWD and DOLIR for the costs of the notice. MCCA shall take all reasonable steps to mitigate any harmful effect on individuals or employers whose Confidential Information was lost or disclosed in violation of this Agreement, through MCCA's negligent or unlawful acts. Upon DWD's request, MCCA agrees to provide credit monitoring or privacy protection services, for at least one year, to any individuals whose private information was accessed or disclosed in violation of this Agreement due to MCCA's negligent or intentional acts. Such services will be provided solely at the expense of MCCA.

II. Audits

MCCA agrees:

- A. To allow DWD and DOLIR to perform on-site audits and inspections of MCCA whenever, and as often as, they deem appropriate, as set forth in this section.
 1. The audits will be conducted to ensure that the confidentiality requirements of this Agreement and all applicable laws and regulations, including applicable amendments, are being satisfied.
 2. This provision shall continue in effect after the termination or expiration of this Agreement for so long as MCCA retains Confidential Information.
- B. To implement, within a reasonable time, all recommendations made by DWD and DOLIR pursuant to the audit authorized by this section. This Agreement allows DWD and DOLIR to suspend or terminate this Agreement if a breach is discovered or suspected.
- C. If, as a result of the audit conducted pursuant to this section, DWD is required to spend additional time addressing MCCA's compliance with this Agreement, MCCA shall timely pay all reasonable costs, as determined by DWD, of ensuring such compliance, and payment of these costs shall be a necessary condition for the continuance of this Agreement.
- D. To regularly monitor those persons with access to Confidential Information to determine whether the job responsibilities of those persons continue to require access, to immediately remove access for any person who is determined to no longer need it, and to take all necessary steps to ensure that any records which are

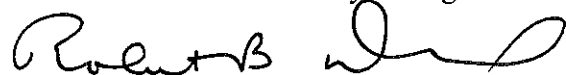
in the possession or control of such persons are timely destroyed as provided in this Agreement.

III. Records Usage, Duplication, and Redislosure Restrictions

- A. MCCA agrees to the following limitations on the use, duplication, and redislosure of Confidential Information:
1. MCCA agrees to not redisclose any Confidential Information to any other agency, entity, contractor, or person without the express written authorization of DWD and DOLIR.
 2. MCCA agrees that it will not allow the duplication or dissemination of Confidential Information within its own organization, except as necessary to fulfill the stated purpose of this Agreement.
 3. If Confidential Information is subpoenaed as part of a criminal or civil case or investigation, MCCA will take all necessary steps to prevent disclosure, including filing a motion to quash and/or seeking, and diligently pursuing, a protective order from a court which will protect the Confidential Information from further disclosure except as necessary to proceed with the case or investigation.
- B. MCCA shall timely adopt policies and procedures to ensure that all Confidential Information is used solely as authorized by this Agreement and to ensure that the confidentiality of such information is safeguarded. These policies and procedures shall be available for review by DWD and DOLIR at any time requested.
- C. MCCA agrees that, if any violations or suspected violations of this Agreement pertaining to the use, duplication, or redislosure of Confidential Information are discovered by MCCA, MCCA will report such violations to DWD immediately where possible, and in all cases within two business days.

I have reviewed and agree to the terms stated in Addendum 1.

FOR: Missouri Community College Association



Rob Dixon, Executive Director

Date: 1/12/17

FOR: Division of Workforce Development

Tracey Brown, Assistant Director

Date: _____

FOR: Department of Labor and Industrial Relations

Ryan McKenna, Director

Date: _____

Chris Miller, Acting Director, Division of Employment Security

Date: _____