

PARTNERSHIP AGREEMENT

BETWEEN

THE U.S. DEPARTMENT OF LABOR, WAGE AND HOUR DIVISION

AND

UTAH ATTORNEYS GENERAL OFFICE – UTAH TRAFFICKING IN PERSONS TASK FORCE (UTIP)

This Partnership Agreement (“Agreement”) is made and entered into by and between the United States Department of Labor’s Wage and Hour Division (hereinafter referred to as the “DOL/WHD”) and the Utah Attorney- General’s Office – Utah Trafficking in Persons Task Force (hereinafter referred to as UTIP). The DOL/WHD and UTIP are referred together as the “the Agencies” or “the Parties.”

With the specific and mutual goals of providing clear, accurate, and easy-to-access outreach to employers, employees, and other stakeholders, and of sharing resources and enhancing enforcement by conducting coordinated investigations and sharing information consistent with applicable law, the Parties agree to enter into this partnership.

THEREFORE, IT IS MUTUALLY AGREED THAT:

Purpose

The Agencies recognize the value of establishing a collaborative relationship to promote compliance with laws of common concern in the State of Utah. The Agencies are forming this partnership to more effectively and efficiently communicate and cooperate on areas of common interest, including sharing training and training materials, providing employers and employees with compliance assistance information, conducting coordinated investigations, and sharing information as appropriate.

This Agreement is intended to memorialize this understanding between the Agencies. This Agreement is a voluntary agreement that expresses the good-faith intentions of the Agencies; it is not intended to be legally binding, does not create any contractual obligations, and it is not enforceable by any party. This Agreement does not obligate and will not result in an exchange of funds, personnel, property, services, or any kind of financial commitment.

Agency Responsibilities

The DOL/WHD is responsible for administering and enforcing a wide range of labor laws, including the Fair Labor Standards Act, the Family and Medical Leave Act, the Migrant and Seasonal Agricultural Worker Protection Act, worker protections provided in several temporary visa programs, and the prevailing wage requirements of the Davis-Bacon and Related Acts and the Service Contract Act. DOL enters into this MOU under the authority provided by 29 U.S.C. § 211(b), which authorizes DOL to cooperate with State agencies charged with the administration of State labor laws. Nothing in this agreement limits the DOL/WHD's enforcement of these and other statutes. The DOL/WHD Salt Lake District Office has jurisdiction over the States of Utah, Montana, and Wyoming.

The Utah Attorney General's office works to combat human trafficking through education campaigns, support of anti-human trafficking legislations, victim recovery, and advocacy. This is accomplished through grassroots and NGO efforts, partnerships with law enforcement officers and agencies, as well as work initiated by the Utah Attorney General's Office through the UTIP Task Force.

Points of Contact

- The Agencies will designate a contact person responsible for coordinating the partnership activities. The Agencies will notify each other in the event of the separation or long-term absence of their contact persons.
- The Agencies will designate a representative to meet monthly, (or more frequently as agreed by the Parties), to review areas of mutual concern and the terms and conditions of the partnership.

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Enforcement

Where appropriate and to the extent allowable under law:

- The Agencies may conduct joint investigations periodically involving potential violations occurring within the State of Utah, if opportunity provides;
- The Agencies may assist each other with enforcement; and
- The Agencies may make referrals of potential violations of each other's statutes.

Effect of Agreement

- This Agreement replaces and supersedes any previous Partnership Agreement between the parties.
- This Agreement does not authorize the expenditure or reimbursement of any funds. Nothing in this Agreement obligates the Parties to expend appropriations or enter into any contract or other obligation.
- By entering into this partnership, the Agencies do not imply an endorsement or promotion by either Party of the policies, programs, or services of the other.
- Nothing in this Agreement is intended to diminish or otherwise affect the authority of the Agencies to implement their respective statutory functions.
- This Agreement contains all the terms and conditions agreed upon by the Parties. No other understandings, oral or otherwise, regarding the subject matter of this agreement shall be deemed to exist or be binding upon the Parties. This Agreement is not intended to confer any right upon any private person or other third party.
- Nothing in this Agreement will be interpreted as limiting, superseding, or otherwise affecting the Parties' normal operations. This Agreement also does not limit or restrict the Parties from participating in similar activities or arrangement with other entities.
- All public materials bearing the UTIP name, logo, or seal must be approved in advance by the UTIP. All public materials bearing the DOL/WHD name, logo, or seal must be approved in advance by DOL/WHD. Any such materials that include the opinions, results, findings, and/or interpretations of data arising from

the result of activities of the party carrying out the activity do not necessarily represent the opinions, interpretation, or policy of the other partner.

- This Agreement will be executed in full compliance with the *Privacy Act of 1974, the Freedom of Information Act, the Federal Records Act*, and any other applicable federal and Utah state laws.

Exchange of Information

- It is the policy of the DOL/WHD and UTIP to cooperate with other government agencies to the fullest extent possible under the law, subject to the general limitation that any such cooperation must be consistent with each Agency's own statutory obligations and enforcement efforts. It is the Agencies' view that an exchange of information in cases in which both entities are proceeding on basically the same matter is to our mutual benefit. There is a need for the Agencies to provide information to other law enforcement bodies without waiving the privilege of otherwise protected material or making a public disclosure.
- Exchange of such information pursuant to this agreement is not a public disclosure under the Freedom of Information Act, 5 U.S.C. 552.
- When confidential information is exchanged, it will not be released to the public, or to any third party, without the express permission of the agency providing that information, except as required by law including, but not limited to, the Freedom of Information Act. Upon receipt of a public disclosure request, the Agencies agree to provide each other with notice of the request and an opportunity to pursue legal action to prevent the release of information.
- Confidential information means information that may be privileged or otherwise exempt from disclosure to the public or other unauthorized persons under state and federal statutes. Confidential information includes: the identities of persons who have given information to the Agencies in confidence or under circumstances in which confidentiality can be implied; any employee statements in the Agencies' enforcement files that were obtained under these conditions; internal opinions, policy statements, memoranda, and recommendations of federal or state personnel, including (but not limited to) investigators and supervisors; any records that would otherwise not be subject to disclosure under law as non-final, intra- or inter-agency documents; information or records covered by the attorney-client privilege and the attorney work-product privilege; personal information protected by any relevant law or regulation; individually

identifiable health information; and confidential business information and trade secrets.

- When confidential information is exchanged it shall be used and accessed only for the limited purposes of carrying out activities pursuant to this Agreement as described herein. The information shall not be duplicated or redisclosed without the written authority of the Agency providing the information (hereinafter the “Donor Agency”), a court order, or as required by law, including the Freedom of Information Act.
- The Parties will notify one another upon commencement of litigation, a hearing, or other proceeding that may involve the release, through subpoena, introduction of written evidence, or testimony, of information exchanged under this Agreement subject to the limitations in the preceding paragraph.
- In the event that there is a public proceeding, such as a trial, in which certain records, such as confidential information, may be used or testimony of DOL/WHd’s employees sought, DOL/WHd requires that UTIP notify DOL/WHd.
- Should either party receive a request or subpoena that would, fairly construed, seek production of privileged information that it received pursuant to this Agreement, the party receiving such a request or subpoena shall take reasonable measures, including but not limited to asserting the common interest privilege, to preclude or restrict the production of such information for ten (10) business days, and shall promptly notify the donor agency that such a request or subpoena has been received, so that the donor agency may file any appropriate objections or motions, or take any other appropriate steps, to preclude or condition the production of such information.
- Neither party shall have authority to waive any applicable privilege or doctrine on behalf of the other party, nor shall any waiver of an applicable privilege or doctrine by the conduct of one party be construed to apply to the other party.
- For information security purposes, information (including paper-based documents and electronic information such as emails and CDs) exchanged pursuant to this Agreement remains the responsibility of the Donor Agency while in transit. The Agencies agree to establish a communication protocol for notifying each Agency’s designated contact person when information is sent to or received from that Agency, including information on the form of the transfer and the media type and quantity (when appropriate). An Agency expecting to receive information will notify the Donor Agency if the information is not received as of the next business date following the agreed upon delivery date.

- Confidential data will be destroyed no later than thirty (30) days after its use and may be transmitted via secure FTP. Use includes the time period required for compliance with federal records retention periods. Confidential data will not be electronically mailed, unless encrypted using approved encryption standards.
- For information security purposes, after an Agency receives information from the Donor Agency, the Donor Agency retains no responsibility for any security incidents, inadvertent disclosure, or the physical and information technology safeguards in place for protecting that information by the Agency that received it.
- However, in the event that the Agency receiving the information experiences a security incident or disaster that results in the suspected or confirmed inadvertent disclosure of the data exchanged pursuant to this Agreement, the Agency experiencing the incident or disaster will send formal written notification to the Donor Agency's designated contact person within three days after detection of the incident or disaster. The written notification will describe the security incident or disaster in detail including what data exchanged pursuant to this Agreement may have been inadvertently disclosed.
- At the conclusion of an investigation and prosecution by either party, the receiving agency will return any and all confidential information to the donor agency, except as required by law, including the Records Retention Act.

Subject to the foregoing constraints:

- The Agencies agree to exchange information on laws and regulations of common concern to the Agencies, to the extent practicable and appropriate.
- Where appropriate, the Agencies will exchange investigative leads, complaints, and referrals of possible violations, to the extent allowable by law and policy.
- The Agencies will exchange information (statistical data) on the incidence of violations in specific industries and geographic areas, if possible.
- Liability of the U.S. Government is governed by the Federal Torts Claims Act.

Resolution of Disagreements

- Disputes arising under this Agreement will be resolved informally by discussions between Agency points of contact, or other officials designated by each Agency.

Period of Agreement

- This Agreement becomes effective upon the signing of both Parties, and will expire five (5) years from the effective date. This Agreement may be modified in writing by mutual consent of both Agencies. The Agreement may be terminated by either Party by giving thirty (30) days advance, written notice prior to the date of termination. Renewal of the Agreement may be accomplished by written agreement of the Parties.

Provisions related to the confidentiality and handling of information exchanged pursuant to this Agreement shall survive the termination of this Agreement.

This Agreement is effective as of the 7th day of December 2021.

United States Department of Labor
Wage and Hour Division

Utah Attorney General
Trafficking in Persons Task Force

By: _____
Betty Campbell
Regional Administrator
Wage and Hour Division

By: _____
Craig Barlow
Criminal Deputy/Director
Office of the Utah Attorney General