

COMMON INTEREST AGREEMENT BETWEEN

The U.S. Department Of Labor – Wage and Hour Division

AND

The State of Oklahoma – Oklahoma Employment Security Commission

This Agreement is made and entered into this 13TH day of September, 2016, by and between The United States Department of Labor's Wage and Hour Division (hereinafter referred to as "WHD" or "Department") and the Oklahoma Employment Security Commission (hereinafter referred to as "OESC"), together collectively referred to herein as "the agencies" or "the parties."

WHEREAS, in connection with enforcement, the parties' areas of jurisdiction and activities may overlap, making it desirable for the parties to share resources and enhance one another's enforcement of the law by sharing information and/or conducting coordinated investigations consistent with applicable law; and

WHEREAS, the parties also share the specific and mutual goals of providing clear, accurate, and easy-to-access information to employers, employees, and other stakeholders; and

WHEREAS, the parties desire to enter into this Agreement in order to set forth the terms of this partnership in furtherance of these mutual interests and goals.

THEREFORE, IT IS MUTUALLY AGREED THAT:

Purpose of Agreement

The agencies recognize the value of establishing a collaborative relationship to promote compliance with state and federal laws addressing areas of common concern among the regulated community in the State of Oklahoma. The agencies are forming this partnership to more effectively and efficiently communicate and cooperate on areas of common interest, to share training materials, to provide employers and employees with compliance assistance information, to protect the right of America's workforce to be employed in a manner that is compliant with laws and regulations governing employment status, payment of wages, hours of work, safety and health, and unemployment insurance, and to conduct coordinated investigations and share information as appropriate.

Agency Responsibilities

1. 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. WHD enters into this agreement pursuant to its statutory authority under 29 U.S.C. § 211(b).
2. OESC is responsible for enforcement of the Oklahoma Employment Security Act through the administration of a variety of platforms, including Unemployment Insurance, Labor Market Statistics, and the Oklahoma Works Initiative among other programs and bears the task of making employment relationship determinations within the State's workforce. OESC is also engaged in processes of US Department of Labor programs, including the Workforce Innovation and Opportunity Act, the Work Opportunity Tax Credit, and the Migrant and Seasonal Farmworkers Monitor Advocate System. OESC enters into this agreement pursuant to its statutory authority under Oklahoma Statute Title 40, Chapter 1 § 4-313 and § 4-509.
3. Nothing in this agreement should be read to limit the parties' enforcement of these and other laws.

Contacts

4. The parties will designate a Point of Contact responsible for coordinating the partnership activities. Information regarding the contact person, including name, title, address, phone and email address will be shared between the parties at the time of execution of the agreement and at the time that the identity of the contact person changes. The parties will also designate a representative to meet at least once quarterly either in person, by teleconference, or other electronic means with their counterpart in the other agency to review areas of common legal interest and the terms and conditions of the partnership. Additional contacts may be shared as the need arises.
5. Local contacts will be responsible for coordinating referrals, enforcement activities, data sharing, and other exchanges of information as necessary.
6. Points of contact for each receiving agency are defined in Exhibit A, Schedule of Contacts, and may be updated as necessary. The party making changes will be responsible for notifying all listed points of contact of the updated information.

Enforcement and Data Sharing

7. Where the parties determine it to be appropriate and allowable under law, the parties may:
 - a) Coordinate investigations and other enforcement activities in the State of Oklahoma to assist each other with enforcement or investigate cases jointly, based on the employer's business operations, in designated priority industries, for areas of mutual concern, or on cases involving overlapping jurisdiction.
 - b) Make referrals to one another of complaints or potential violations of laws over which the other party has jurisdiction, expertise, or existing partnerships *such as* certain worker's compensation and tax violations that fall under Oklahoma Statute Title 68 § 1709 as enacted through H.B. 2258.
 - c) Accept referrals from one another of complaints or potential violations of laws over which the other party has jurisdiction.
 - d) Provide information regarding settlements or other dispositions of cases to the other party in a mutually agreed upon format so that appropriate follow-up may take place.
 - e) Cooperate and coordinate with one another in criminal investigations subject to overlapping jurisdiction and mutual concern.
 - f) Cooperate to the extent possible and feasible in providing testimony to support exchanged information which becomes the subject of administrative or criminal proceedings consistent with the Exchange of Information Section of this Agreement.
 - g) Notify each other of any requests for information affecting shared data under Freedom of Information laws so that the parties may affect shared data consistent with Exchange of Information Section of this Agreement.
 - h) Each party will send any information, data, and materials subject to this agreement to the primary point of contact for each receiving agency as defined in Exhibit A, Schedule of Contacts.

Effect of Agreement

8. 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 agreement containing financial obligations. Nothing contained in this agreement shall constitute a debt owed by the State of Oklahoma.

9. 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 either agency to implement its respective statutory or regulatory functions.
10. This agreement contains all the terms and conditions agreed upon between the parties concerning the subject matter of the agreement. No other understandings, oral or otherwise, regarding the subject matter of this agreement shall be deemed to exist or be binding upon the parties.
11. This agreement does not confer any rights on any private person or other third party.
12. 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 arrangements with other entities.
13. 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 Oklahoma state laws.

Exchange of Information

14. To the extent permitted by law, the parties understand that in order to effectuate the purposes and provisions of this Agreement, it will be necessary, from time to time, to exchange information, some of which may be considered confidential. It is the policy of each of the parties 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 its own statutory obligations and enforcement efforts. It is the view of the parties that an exchange of information in which both entities are proceeding with a common legal interest is to their mutual benefit. The parties to this Agreement recognize the importance of being able to provide information to other law enforcement bodies without waiving the privilege of otherwise protected material or making a public disclosure.
15. In consideration of these concerns, and subject to any applicable laws and regulations regarding the handling of such information, the parties agree as follows:
 - a) The parties agree to exchange information on laws and regulations of common concern and interest.
 - b) The contacts will establish a methodology for securely exchanging investigative leads, complaints, and referrals of possible violations.
 - c) The parties will be available to discuss and provide information to one another on topics of mutual interest, overlapping jurisdiction, or certain areas of expertise.
 - d) The agencies may exchange aggregate statistical information on incidence of violations in specific industries and geographic areas where available.
 - e) Exchange of information to one another pursuant to this agreement is not considered a public disclosure under the Freedom of Information Act, 5 U.S.C. 552, the laws governing the release of public records in the State of Oklahoma or the Oklahoma Employment Security Act. Both parties shall maintain confidentiality in accordance with their respective regulations with no public disclosure of information other than that which is permitted by law.
 - f) 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 or law.

Confidential information includes: the identity of persons who have given information to the parties in confidence or under circumstances in which confidentiality can be implied; any employee statements in enforcement files that were obtained under these conditions; internal opinions, policy statements, memoranda, and recommendations of federal or state employees, including (but not limited to) 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 on living persons; individually identifiable health information; and confidential business information and trade secrets.

- g) Confidential Unemployment Compensation (UC) information, as defined in 20 CFR 603.2(b), means any unemployment compensation information, as defined in 20 CFR 603.2(j), required to be kept confidential under 20 CFR 603 or its successor law or regulation.
- h) 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 re-disclosed without the consent or authority of the agency providing the information (hereinafter the "donor agency") or a court order. Use includes the time period required for compliance with state or federal records retention periods.
- i) The parties will notify one another, through the agency point of contact identified in this agreement, 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.
- j) For information security purposes, information (including paper documents and electronic information such as emails and CDs) exchanged pursuant to this Agreement remains the responsibility of the donor agency until delivered to the receiving agency. 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 not be electronically mailed, unless encrypted using approved encryption standards.
- k) 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 electronic notification to the donor agency's designated contact person within 3 days after detection of the incident or disaster. The written electronic notification will describe the security incident or disaster in detail including what data exchanged pursuant to this Agreement may have been inadvertently disclosed. Liability of the U.S. Government is governed by the Federal Torts Claims Act.
- l) The Parties may make referrals regarding alleged violations where there are misclassifications of independent contractors, payment of wages by cash, and any other relevant information that may be needed.

Dissemination of Factual Information

- 16. The agencies agree to jointly disseminate outreach materials to the regulated community when appropriate.
- 17. All public materials bearing the United States Department of Labor ("DOL") or WHD name, logo, or seal must be approved in advance by DOL. All public materials bearing the OESC or Oklahoma Works name,

logo, or seal must be approved in advance by OESC. Any such materials that include the opinions, results, findings and/or interpretations of data arising from the results of activities carried out under the Agreement shall state that they are the responsibility of the party carrying out the activity and do not necessarily represent the opinions, interpretation, or policy of the other partner.

Resolution of Disagreements

18. Disputes arising under this Agreement will be resolved informally by discussions between appropriate Agency officials and staff upon request for such discussion made between the agency Points of Contact.

Period of Agreement

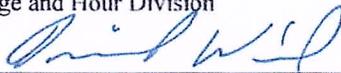
This agreement becomes effective upon the signing of both parties, and will expire 3 years from the effective date. This agreement may be modified in writing by mutual consent of both agencies. The agreement may be cancelled by either party by giving thirty (30) days advance written notice prior to the date of termination. Renewal of the agreement may only 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 executed as of the 13TH day of September, 2016.

For the:

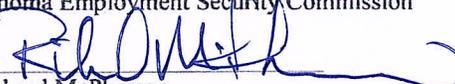
United States Department of Labor
Wage and Hour Division

By: 
Dr. David Weil
Administrator

By: 
Betty R. Campbell
Southwest Regional Administrator

By: 
Michael Speer
Oklahoma District Director

State of Oklahoma
Oklahoma Employment Security Commission

By: 
Richard McPherson
Executive Director

By: 
Deanna Smith
Employer Compliance Chief

Common Interested Agreement Between OSEC and USDOL WHD - Exhibit A

Schedule of Agency Contacts			
OESC		WHD	
2401 N Lincoln Blvd 5 th Floor Oklahoma City, OK 73105		PO Box 52003 Oklahoma City, OK 73152	
		215 Dean A McGee Ave Room 318 Oklahoma City, OK 73102	
Primary Point of Contact	Mr. Ron Selby Tax Enforcement Officer Chief ron.selby@oesc.state.ok.us Phone: (405) 557-5477 Fax: (405) 557-5482	Primary Point of Contact	Ms. Jessica Parker Community Outreach and Resource Planning Specialist parker.jessica@dol.gov Phone/Fax: (405) 595-3469
Additional Points of Contact	Ms. Deanna Smith Employer Compliance Chief deanna.smith@oesc.state.ok.us Phone: (405) 557-7143 Fax: (405) 557-7271 Ms. Renae Tidwell Assistant Director Re-Employment Services Support & Compliance renae.tidwell@oesc.state.ok.us Phone: (405) 557-7131 Fax: (405) 557-7271	Additional Points of Contact	Mr. Michael Speer District Director speer.michael@dol.gov Phone/Fax: (405) 595-3460 Mr. Mike Lonesky Assistant District Director lonesky.michael@dol.gov Phone/Fax: (405) 595-3461