

PARTNERSHIP AGREEMENT

BETWEEN

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

AND

STATE OF OREGON DEPARTMENT OF CONSUMER AND BUSINESS SERVICES

The United States Department of Labor, Wage and Hour Division (hereinafter referred to as "WHD" or "Department"), and State of Oregon Department of Consumer and Business Services (hereinafter referred to as Oregon DBS) (collectively referred to as "the agencies" or "the parties") recognize the value of establishing a collaborative relationship to promote compliance with laws of common concern among the regulated community in the State of Oregon. The agencies are forming this partnership to more effectively and efficiently communicate and cooperate on areas of common interest, including cross training staff, providing employers and employees with compliance assistance information towards the goal of protecting the wages, safety, and health of America's workforce and conducting joint investigations and sharing information as appropriate.

WHD is responsible for administering and enforcing federal 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. Nothing in this agreement limits the Wage and Hour Division's enforcement of these statutes. Wage and Hour San Francisco Regional Office has jurisdiction over the State of Oregon.

The Oregon DCBS is responsible for administering and enforcing Oregon laws and rules that affect the participants in the Oregon workers' compensation system, including workers, employers, insurers, claims examiners, attorneys, medical providers, and others. In the course of conducting business, Oregon DCBS collects workers' compensation claims information on workers and their employers.

With the specific and mutual goals of providing clear, accurate, and easy-to-access outreach to employers, employees, and other stakeholders, on child labor, and of sharing resources and enhancing enforcement by conducting joint investigations and sharing information, the parties agree to enter into this partnership.

The parties agree as follows:

Agency Responsibilities

- The agencies will establish a methodology for exchanging investigative leads, complaints, and referrals of possible violations, to the extent allowable by law or policy.

Methodology for Sharing of Information

Oregon DCBS shall email a monthly confidential report, in an agreed upon format, to the WHD District Director for claims filed with DCBS in the previous month for workers under the age of 18 with the following information for each injured worker within the Oregon workers' compensation claims system:

- Worker Name
- Date of birth
- Date of injury
- Employer
- Employer's address
- Whether or not the employer had workers' compensation insurance coverage at the time of the incident
- Whether or not the accident was fatal

The report will be sent the last week of the month with data for the previous month. The report will be sent via secure email as it contains confidential data. The report will be sent by the Research Unit in Oregon DCBS.

Effect of Agreement

- 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 obligations.
- 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 functions.
- This agreement is not intended to be legally binding and does not confer any rights on any private person.
- 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.
- This agreement will be executed in full compliance with the Privacy Act of 1974, where applicable.

Exchange of Information

- It is the policy of WHD to cooperate with other government agencies to the fullest extent possible under the law, subject to the general limitations that any such cooperation must be consistent with the Division's own statutory obligations and enforcement efforts. It is the Division's 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 government to provide information to other law enforcement bodies without making a public disclosure.

- Exchange of such information pursuant to this MOU 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.
- Confidential information includes: the identities of persons who have given information to the Department of Labor in confidence or under circumstances in which confidentiality can be implied; any employee statements in WHD enforcement files were all obtained under these conditions; internal opinions and recommendations of federal personnel, including (but not limited to) investigators and supervisors; information or records covered by the attorney-client privilege and the attorney-work-product privilege; personal information on living persons; and confidential business information and trade secrets.
- In the event that there is a public proceeding, such as a trial, in which certain records may be used or testimony of WHD's employees sought, WHD requires that Oregon DCBS notify WHD.

Period of Agreement

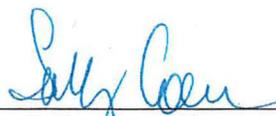
- This agreement becomes effective upon the signing of both parties, and will expire (3) years from the effective date. This agreement may be modified in writing by mutual consent of both agencies. The agreement may be cancelled by either party by giving thirty (30) days advance written notice prior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

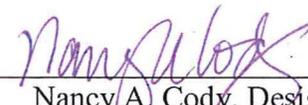
This agreement is executed as of the 21 day of June, 2017.

United States Department of Labor
Wage and Hour Division

By: 
Thomas L. Silva, District Director

Oregon Dept. of Consumer & Business Services
Worker's Compensation Division

By: 
Sally Coen, Deputy Administrator

By: 
Nancy A. Cody, Designated Procurement Officer