

**COMMON INTEREST AGREEMENT
BETWEEN
THE U.S. DEPARTMENT OF LABOR, WAGE AND HOUR DIVISION
AND
THE NEBRASKA DEPARTMENT OF LABOR**

THIS AGREEMENT is entered into by and between The United States Department of Labor's Wage and Hour Division (WHD) and the Nebraska Department of Labor (NEBRASKA), 550 South 16th St., Lincoln, Nebraska 68508, together collectively referred to as "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 parties recognize the value of establishing a collaborative relationship to promote compliance with laws of common concern between WHD and NEBRASKA. The parties are forming this partnership to more effectively and efficiently communicate and cooperate on areas of common interest, including sharing training materials, providing employers and employees with compliance assistance information, conducting coordinated investigations, and sharing information as appropriate.

Responsibilities of the Parties

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 under the authority provided by 29 U.S.C. § 211(b), which authorizes WHD to cooperate with state agencies charged with the administration of state labor laws. Nothing in this Agreement limits the WHD's enforcement of these and other statutes.
2. NEBRASKA is responsible for administering and enforcing the laws of the State of NEBRASKA relating to many employment-related laws, including the Nebraska Wage & Hour Act, the Employee Classification Act, and the Employment Security Law.

Contacts

1. The parties will designate a contact person responsible for coordinating the partnership activities. The parties will notify each other in the event of the separation or long-term absence of their contact persons.
2. The parties will designate a representative to meet annually to review areas of mutual concern and the terms and conditions of the partnership.

Enforcement

Where appropriate and to the extent allowable under law:

1. The parties may conduct coordinated investigations periodically in NEBRASKA if opportunity provides.
2. The parties will coordinate their respective enforcement activities and assist each other with enforcement.
3. The parties will make referrals of potential violations of each other's laws and statutes.

Effect of Agreement

1. 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.
2. By entering into this Agreement, the parties do not imply an endorsement or promotion by either party of the policies, programs, or services of the other.
3. Nothing in this Agreement is intended to diminish or otherwise affect the authority of either party to implement its respective statutory functions.
4. 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.
5. 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.
6. 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 laws and state statutes pertaining to NEBRASKA.

Exchange of Information

1. It is the policy of WHD and NEBRASKA 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 the WHD's and NEBRASKA's own statutory obligations and enforcement efforts. It is WHD's and NEBRASKA'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 WHD and NEBRASKA to provide information to other law enforcement bodies without making a public disclosure.
2. Exchange of such information pursuant to this Agreement is not a public disclosure under the Freedom of Information Act, 5 U.S.C. 552.
3. Confidential information means information that may be 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 parties in confidence or under circumstances in which confidentiality can be implied; any employee statements in WHD's enforcement files that were obtained under these conditions; internal opinions and recommendations of federal or state 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; individually identifiable health information; and confidential business information and trade secrets.
4. 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 603.4 or its successor law or regulation.
5. 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 written authority of the party providing the information (hereinafter the "donor party") or a court order.
6. In addition to the requirements above, confidential UC information may be exchanged only subject to the confidentiality requirements of 20 CFR 603.4 and any applicable state laws.
7. In the event that there is a public proceeding, such as a trial, in which confidential information may be used or testimony of WHD's employees sought, the WHD requires that NEBRASKA notify WHD. In the event that there is a public proceeding, such as a trial, in which confidential information may be used or testimony of NEBRASKA's employees sought, NEBRASKA requires that WHD notify NEBRASKA.
8. For information security purposes, information (including paper-based documents and electronic information such as emails and CD's) exchanged pursuant to this Agreement remains the responsibility of the donor party while in transit. The parties agree to establish a communication protocol for notifying each party's designated contact person when information

is sent to or received from that party, including information on the form of the transfer and the media type and quantity (when appropriate). A party expecting to receive information will notify the donor party if the information is not received as of the next business date following the agreed-upon delivery date.

9. For information security purposes, after a party receives information from the donor party, the donor party retains no responsibility for any security incidents, inadvertent disclosure, or the physical and information technology safeguards in place for protecting that information by the party that received it.
10. However, in the event that the party 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 party experiencing the incident or disaster will send formal written notification to the donor party's designated contact person within three (3) 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.

Subject to the foregoing constraints:

- A. The parties agree to exchange information on laws and regulations of common concern to the parties, to the extent practicable.
- B. The parties will establish a methodology for exchanging investigative leads, complaints, and referrals of possible violations, to the extent allowable by law and policy.
- C. The parties will exchange information (statistical data) on the incidence of violations in specific industries and geographic areas, if possible.
- D. 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 parties' points of contact, or other officials designated by each party.

IRS Publication 1075 Assurances

This Agreement does not authorize NEBRASKA to disclose federal tax information to WHD.

Nebraska State Auditor of Public Accounts

WHD understands and acknowledges that the records it provides to NEBRASKA may be subject to an examination by the Auditor of Public Accounts in accordance with *Neb. Rev. Stat. 84-305* including, but not limited to, books, accounts, vouchers, records and expenditures. However, the parties understand that, under *Neb. Rev. Stat. 84-305(6)*, information or data that is nonpublic,

pursuant to federal or state law, shall not be made public by reason of access by the Auditor of Public Accounts.

Period of Agreement

1. This Agreement becomes effective upon the signing of both parties, and shall expire on July 31, 2019.
2. This Agreement may be modified in writing by mutual consent of both parties.
3. This Agreement may be cancelled by either party by giving thirty (30) days advance written notice prior to the date of cancellation.
4. Renewal of the Agreement may be accomplished by written agreement of the parties.

[signature page to follow]

Signatures

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, each duly authorized to do so, effective the day and year set forth herein.


8/23/16
Date Signed

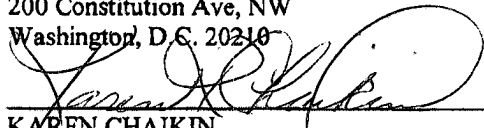
8/24/2016
Date Signed

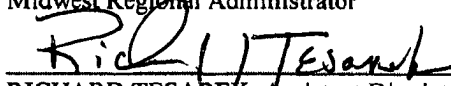
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July 27, 2016
Date Signed

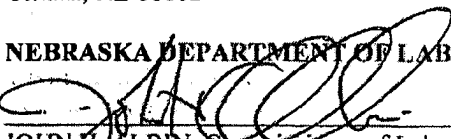
**UNITED STATES DEPARTMENT OF LABOR
WAGE AND HOUR DIVISION**


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Midwest Regional Administrator


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NEBRASKA DEPARTMENT OF LABOR


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550 South 16th Street
Lincoln, NE 68508
(402) 471-5919

REVIEWED AND APPROVED:


JAN BAKER, Labor Standards Manager
Nebraska Department of Labor


THOMAS URINSKI, Legal Counsel
Nebraska Department of Labor

7-25-16
Date Signed

07/25/2016
Date Signed