

**AMENDMENT No 1. TO  
PARTNERSHIP AGREEMENT**

U.S. Department of Labor  
Wage and Hour Division

SEP 23 2014

Salt Lake City, UT District Office

**BETWEEN**

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

**AND**

**THE STATE of UTAH LABOR COMMISSION**

Pursuant to the Period of Agreement Section, the September 19, 2011 Partnership Agreement made and entered into by and between The United States Department of Labor's Wage and Hour Division (hereinafter referred to as "WHD" or "Department") and The State of Utah Labor Commission (hereinafter referred to as "Commission"), together collectively referred to as "the agencies" or "the parties", is hereby renewed and will expire 3 years from the renewal date below, subject to the following changes to the September 19, 2011 Partnership Agreement:

1. The first term of the Exchange of Information Section is hereby revised to read as follows:
  - To the extent permitted by law, the parties understand that in order to effectuate the purposes and provisions of this Agreement, it may 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.
2. The definition of Confidential Information in the Exchange of Information Section is hereby revised to read as follows:
  - 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.


3. The Exchange of Information Section is hereby revised to add the following terms:

- 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.
- 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 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.

All other terms and conditions remain the same.

The September 19, 2011 Partnership Agreement is renewed effective as of the 6<sup>th</sup> day of October, 2014.

United States Department of Labor  
Wage and Hour Division

By:   
Dr. David Weil  
Administrator

The State of Utah Labor Commission

By:   
Sherrie Hayashi  
State of Utah Labor Commissioner

By:   
Cynthia Watson  
Regional Administrator