

PARTNERSHIP AGREEMENT

U. S. Department of Labor
Wage Hour Division
Regional Office

BETWEEN

NOV 10 2014

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

AND

WYOMING DEPARTMENT OF WORKFORCE SERVICES

The United States Department of Labor, Wage and Hour Division (hereinafter referred to as "WHD" or "Department"), and Wyoming Department of Workforce Services (hereinafter referred to as Wyoming DWS) (collectively referred to as "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 joint investigations and sharing information, 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 among the regulated community in the State of Wyoming. 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.

Agency Responsibilities

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.

The Wyoming Department of Workforce Services is responsible for administering and enforcing a variety of labor laws, including Labor Standards, the Wyoming Fair Employment Practices Act, Prevailing Wage Act, Preference Act, Worker's Compensation, Unemployment Insurance, and Occupational Safety and Health Act.

Contacts

- The agencies will designate a contact person responsible for coordinating the partnership activities.
- The agencies will designate a representative to meet annually to review areas of mutual concern and the terms and conditions of the partnership.

Enforcement

Where the parties mutually determine it to be appropriate and allowable under law, the agencies may:

- conduct coordinated investigations and other enforcement activities to assist each other with enforcement or joint investigations periodically in Wyoming, for areas of mutual concern, or on cases involving overlapping jurisdiction.
- make referrals of potential violations of each other's statutes, where appropriate.
- Notify each other of any requests for information affecting shared data under Freedom of Information laws or 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.

Outreach and Education

Where the parties mutually determine it to be appropriate and allowable under law, the agencies may:

- coordinate, conduct joint outreach presentations, and prepare and distribute publications, when appropriate, for the regulated community of common concern.
- work with each other to provide a side-by-side comparison of laws with overlapping provisions and jurisdiction.
- jointly disseminate outreach materials to the regulated community, when appropriate.
- All materials bearing the DOL or WHD name, logo, or seal must be approved in advance by DOL.

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.

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 means information that may be exempt from disclosure to the public or other unauthorized persons under state and federal statutes. *See, e.g.*, 18 U.S.C. 1905 (Trade Secrets Act) and 5 U.S.C. 552a (Privacy Act of 1974). 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) internal opinions, policy statements, memoranda, and recommendations of federal or state personnel, 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.

- When confidential information is exchanged it shall be accessed and used by the recipient party solely for the limited purposes of carrying out specific (affirmative, as appropriate) enforcement activities pursuant to this agreement as described herein, and in no event shall such information be disclosed by the recipient party without the written authority of the agency providing the information (hereinafter the “donor agency”) or a court order.
- 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.
- 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.

Subject to the foregoing constraints:

- The agencies agree to exchange information on laws and regulations of common concern to the agencies in order to advance their (affirmative, as appropriate) enforcement agenda, consistent with applicable law, to the extent practicable and appropriate.
- Where appropriate, the agencies will exchange investigative leads, complaints, referrals of possible violations, and case-related documents, 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, to the extent such statistical information readily exists within the agency's records.

Resolutions of Disagreements

- Disputes arising under this Agreement will be resolved informally discussions between Points of Contact, or other officials designated by each agency.

Period of Agreement

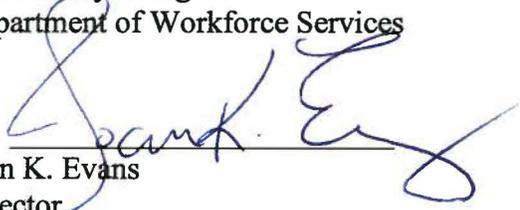
- This agreement becomes effective upon the signing of both parties, and will expire 3 years from the effective date. This agreement may be modified in writing by mutual consent of both agencies. The agreement may be cancelled by either party by giving thirty (30) days advance written notice prior to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

This agreement is executed as of the 27 day of Oct, 2014.

United States Department of Labor
Wage and Hour Division

By: 
Dr. David Weil
Administrator

State of Wyoming
Department of Workforce Services

By: 
Joan K. Evans
Director

By: 
Cynthia Watson
Regional Administrator