

PARTNERSHIP AGREEMENT

BETWEEN

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

AND

**NEW HAMPSHIRE HUMAN TRAFFICKING COLLABORATIVE
TASK FORCE**

This Partnership Agreement (“Agreement”) is made and entered into by and between the United States Department of Labor’s Wage and Hour Division (hereinafter referred to as the “WHD”) and the NH Human Trafficking Collaborative Task Force (NHHTCTF). The WHD and the NHHTCTF are referred together as “the Agencies” or “the Parties”.

With the specific and mutual goals of:

- **Identifying victims** of all forms of trafficking;
- **Investigating and prosecuting cases** at the local, state, and federal levels;
- **Providing comprehensive, victim-centered and trauma-informed services and support** to all survivors - men, women, children, citizens and non-citizens; and
- **Engaging the Community** through outreach, education and awareness campaigns, to enable their positive contributions to the prevention, identification and investigation of human trafficking.

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 in the State of New Hampshire. The Agencies are forming this partnership to: more effectively and efficiently communicate and cooperate on areas of common interest, including sharing training and training materials and to develop and implement a multidisciplinary response to human trafficking in New Hampshire that is coordinated and collaborative, victim-centered, trauma-informed, and which holds offenders accountable.

Agency Responsibilities

The 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. DOL enters into this MOU under the authority provided by 29 U.S.C. § 211(b), which authorizes DOL 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. The WHD's Northern New England District Office has jurisdiction over the State of New Hampshire.

The WHD will support the Task Force efforts by:

- Attending regular meetings;
- Participating in the development and distribution of Task Force materials and information as relevant and appropriate;
- Participating in Task Force outreach events and/or trainings in a capacity that best fits the agency's mission, resources, and expertise;
- Attending one orientation training delivered by the Core Team

Points of Contact

Tori Nevel, Project Director for the NHHTCTF

NH Coalition Against Domestic and Sexual Violence
100 North Main Street, Suite 300, Concord, NH 03301
603-851-1407

Brian Cleasby, Community Outreach and Resource Planning Specialist

Northern New England District Office, U.S. Dept. of Labor, Wage and Hour
1155 Elm Street, Suite 501, Manchester, NH 03101
603-606-3116

- The Agencies will designate a contact person responsible for coordinating the partnership activities **and attending monthly Task Force Advisory Team meetings**. The Agencies will notify each other in the event of the separation or long-term absence of their contact persons.
- The Agencies will designate a representative to meet **annually** (or more frequently as agreed by the Parties), to review areas of mutual concern and the terms and conditions of the partnership.

Task Force Structure

- **Leadership / Core Team:** The New Hampshire Collaborative Task Force is led by a Core Team comprised of the United States Attorney’s Office for the District of New Hampshire; the Manchester Police Department; the Division for Children, Youth and Families (DCYF); Waypoint; the NH State Police; the Merrimack County Sheriff’s Office; the NH Coalition Against Domestic & Sexual Violence; and Immigration and Customs Enforcement - Homeland Security Investigations (HSI).
 - Core Team agencies are the leaders of the Collaborative Task Force as a unit.
 - The Collaborative Task Force and its goals comprise a cohesive project, requiring a free flow of information among Core Team agencies, to the greatest extent practicable.
 - All Core Team agencies are mutually accountable for the work of the Collaborative Task Force within their roles, including prosecution of traffickers and protection of victims.
 - Core Team agencies are responsible for ensuring that the Collaborative Task Force is a proactive, results-oriented process that purposefully uses the vehicle of the task force to achieve the goals enumerated in the Enhanced Model.
- **General Membership / Advisory Committee**
 - The Advisory Committee is made up of a group of organizations, government agencies, and individuals from around the state of New Hampshire who have signed this MOU and agree to support the ongoing work and goals of this Task Force.
 - The WHD Northern New England District Office is a member of the Advisory Committee.

Enforcement

Where appropriate and to the extent allowable under law,

- The Agencies may conduct joint investigations periodically involving potential violations occurring within the State of New Hampshire, if opportunity provides.
- The Agencies may assist each other with enforcement.
- The Agencies may make referrals of potential violations of each other’s statutes.

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 obligation.
- 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 the Agencies to implement their respective statutory functions.
- 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.
- 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, *the Freedom of Information Act*, *the Federal Records Act*, and any other applicable federal and New Hampshire state laws.

Exchange of Information

- It is the policy of the WHD and NHHTCTF 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 each Agency's own statutory obligations and enforcement efforts. It is the Agencies' 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 Agencies to provide information to other law enforcement bodies without making a public disclosure.
- Exchange of such information pursuant to this agreement is not a public disclosure under the Freedom of Information Act, 5 U.S.C. 552.
- 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 Agencies in confidence or under circumstances in which

confidentiality can be implied; any employee statements in the Agencies' enforcement files that were obtained under these conditions; 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 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 redisclosed without the written authority of the Agency providing the information (hereinafter the "Donor Agency"), a court order or if otherwise required by law.
- 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, to the extent practicable and appropriate.
- Where appropriate, the Agencies will exchange investigative leads, complaints, and referrals of possible violations, 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.
- 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 Agency 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 three years from the effective date. This Agreement may be modified in writing by mutual consent of both Agencies. The Agreement may be terminated 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.

Provisions related to the confidentiality and handling of information exchanged pursuant to this Agreement shall survive the termination of this Agreement.

This Agreement is effective as of the 8th day of August, 2022.

[Signatures on following page]

United States Department of Labor
Wage and Hour Division

NH Human Trafficking Collaborative
Task Force

By: _____
Steven McKinney
District Director for the Northern
New England District Office

By: _____
Cassi Haberler
Interim Director for the NHHTCTF