

**COOPERATIVE AGREEMENT
COUNTY OF WASHINGTON
COMMUNITY SERVICES DEPARTMENT**

<p style="text-align:center">WASHINGTON COUNTY CONTRACT # 11790 DEPT: <u>COMMUNITY SERVICES</u> TERM: 7/1/18-6/30/19</p>

I. PARTIES

This Cooperative Agreement is between Washington County Community Services on behalf of the Washington County Workforce Development Board, hereinafter referred to as the "WDB" and the following consortium of entities; South Washington Schools Community Education, Vocational Rehabilitation Services and Ramsey and Washington Counties Job Services to provide One-Stop Operator, hereinafter referred to as the "OSO," services for Local Workforce Development Area 16, Washington County under the supervision and guidance of the WDB.

II. TERM OF AGREEMENT

The term of the Agreement shall be from July 1, 2018 to and including June 30, 2019, the dates of the signatures of the parties notwithstanding, unless sooner terminated or unless extended, as provided herein. In addition, unless any party gives the other its written intent not to renew the contract at least 30 days prior to the end of a term, this Cooperative Agreement will automatically renew for three 1-year terms.

III. PURPOSE

The purpose of this Agreement is to provide OSO services for Local Workforce Development Area 16, Washington County, as required under the Workforce Innovation and Opportunity Act (WIOA). There is no funding attached to this Cooperative Agreement; therefore, none of the signatories will be paid for OSO services. In addition, this agreement is not intended to provide third party standing.

IV. GUIDING PRINCIPLES

- A. The OSO services will be administered in alignment with the guiding principles of WIOA:
1. WIOA brings together, in strategic coordination, the core programs of Federal investment in skill development:
 - a. Employment and training services for adults, dislocated workers, and youth and Wagner-Peyser employment services administered by the Department of Labor through formula grants to states; and
 - b. Adult education and literacy programs and Vocational Rehabilitation state grant programs that assist individuals with disabilities in obtaining employment administered by the Department of Education.
 2. WIOA seeks to help job seekers and workers access employment, education, training and support services to succeed in the labor market and match employers with skilled workers they need to compete in a global economy.
 3. The main goals of WIOA will be maintained:
 - a. Align federal investments to support job seekers and employers
 - b. Strengthen the governing bodies that establish state, regional and local workforce development priorities
 - c. Help employers find workers with the necessary skills
 - d. Align goals and increased accountability and information for job seekers and the public

V. RESPONSIBILITIES

- A. All parties in the consortium as the OSO will jointly:
1. Coordinate service delivery of the required partners and service providers in the One-Stop career center (locally known as the Workforce Center) across its 3 locations in Workforce Development Area (WDA) 16:
 - a. Workforce Center- Woodbury, 2150 Radio Drive, Woodbury, MN 55125
 - b. Workforce Center- Forest Lake, 19955 Forest Road North, Forest Lake, MN 55025
 - c. Workforce Center-Cottage Grove, 13000 Ravine Parkway S., Cottage Grove, MN 55016

2. The OSO will ensure services provided through the three locations of Washington County's Workforce Centers meet the needs of its customers in an efficient and effective manner.
 3. Provide coordination of the partnership of agencies that compose Washington County's Workforce Center system. This includes close collaboration with the following:
 - a. WIOA Core Title Providers
 - i. Title I-youth, adult, dislocated worker;
 - ii. Title II-adult education and literacy programs;
 - iii. Title III-Wagner-Peyser;
 - iv. Title IV-Vocational Rehabilitation & State Services for the Blind
 - b. And Other partners
 - i. Minnesota Family Investment Program (MFIP);
 - ii. Supplemental Nutrition Assistance Program (SNAP);
 - iii. Jobs for Veterans State Grants;
 - iv. Senior Community Service Employment Program;
 - v. Trade Adjustment Act;
 - vi. Carl D. Perkins Career & Technical Education;
 - vii. Minnesota Department of Employment and Economic Development (DEED)
 - viii. City and county agencies and community partners specific to program service delivery
 4. Participate in partner meetings, including WDB meetings and other partner meeting as needed
 5. Report operational updates to the WDB as requested. Such operational updates may include:
 - a. General agency news;
 - b. Expected or real changes in staffing;
 - c. Budgets;
 - d. Legislated mandates of associated agencies; and
 - e. Other information relevant to the operation of either the WDB or the WIOA program partners
 6. Support and develop a network between workforce, economic development, education and community groups
 7. Promote program services internally and externally
- B. Washington County's WDB will:
1. Negotiate and monitor individual program and system performance
 2. Provide evaluation technical assistance

VI. CONSIDERATION

- A. In consideration for this agreement, the Consortium will provide in-kind goods services with a total value of \$2,200 each year consisting of the following:
1. Coordinating service delivery of the required partners and service providers in the One-Stop Career Center (locally known as the WorkForce Center);
 2. Participating in partner meetings, including WDB meetings and other partner meetings as needed (minimum of ten 1.5 hour meetings per year);
 3. Reporting operational updates to the WDB as requested; and
 4. Supporting and developing a network between workforce, economic development, education and community groups

VII. AUDITS, REPORTS, RECORDS AND MONITORING PROCEDURES/RECORDS AVAILABILITY & RETENTION

- A. Record Disclosures
1. Pursuant to Minn. Stat. section 16C.05 subd. 5, all parties will:
 - a. Maintain records which reflect all services provided in the performance of this Agreement.
 - b. Agree that the County, the State Auditor, the Minnesota Department of Human Services, the Minnesota Department of Health, the Minnesota Department of Employment and Economic Development, the Minnesota Medicaid Fraud Control Unit of the Attorney General's Office, the U.S. Department of Human Services, or legislative authority, or any of their duly authorized representatives at any time during normal business hours, and as often as they may deem reasonably necessary, shall have access to and the right to examine, copy, audit, excerpt, and transcribe any books, documents, papers, records, etc., and accounting procedures and practices and involve transactions relating to this

agreement. All parties agree to maintain these records for a period of six (6) years from the date of the termination of this agreement.

- c. Community Services' Planning and Performance Management Division and/or other personnel of the County may conduct periodic site visits to determine compliance with this Agreement and evaluate the quality of services. Such visits may be made with or without prior notice at any time within the hours of operation of all parties.
2. The County reserves the right to evaluate, and to authorize independent evaluations of the OSO services.
3. If an investigation of any service to which this agreement pertains, all parties shall at the demand of the County send all original documents in the each party's file to the County for the duration of the investigation. Once the investigation is concluded and the files are no longer needed for evidentiary purposes, the original documents will be returned to the Vendor.

B. Audit

The County may evaluate the performance of all parties in regard to the provisions of this Agreement prior to its termination or within six (6) years thereafter. The County reserves the right to authorize independent evaluations under this paragraph.

If any party conducts an independent audit of the services provided under this agreement, that party agrees to provide the County within 90 days of the results of the audit with a copy of the audit.

C. Reporting Requirements

Each party agrees to inform the County in writing of any of the changes in the following within five (5) days after its occurrence:

1. Board of Director Membership, partners, chief operating officers, etc.
2. Ownership
3. Organizational Structure
4. Licensed Service Site Locations

VIII. LIAISONS

All notices, certificates or other communication shall be sufficiently given when delivered via email or postal mail to the parties at their respective places of business as set forth below:

WDB: **Chris Sorenson, Director**
Washington County Community Services on Behalf of the WDB
14949 62nd St North, PO Box 30
Stillwater, MN 55082
Chris.Sorensen@co.washington.mn.us

OSO Consortium: **Susie Evans, ACCESS Manager**
South Washington County Schools Community Education
8400 East Point Douglas Road South
Cottage Grove, MN 55016
sevans1@sowashco.k12.mn.us

Kim Peck, Director
Vocational Rehabilitation Services
6043 Hudson Road, Suite 170
Woodbury, MN 55125
Kim.Peck@state.mn.us

May Thao-Schuck, Administrative Services Director
Wagner-Peyser-Department of Employment and Economic Development
On Behalf of Ramsey and Washington Counties Job Service
540 Fairview Ave. North
St. Paul, MN 55104
May.Thao.Schuck@statem.mn.us

X. NONDISCRIMINATION

- A. During the performance of this Agreement, the all parties agree to the following: No person shall, on the grounds of race, color, religion, age, sex, sexual preference and orientation, disability, marital status, public assistance status, criminal record, creed to nation origin be excluded from full employment rights in, participation in, be denied the benefits of or be otherwise subjected to discrimination under any and all applicable federal and state laws against discrimination. Failure to comply with all applicable federal and state laws may result in cancellation or termination of the Agreement, and all money due or to become due under the agreement may be forfeited for a second or any subsequent violation of the terms or conditions of this agreement. The following list includes, but is not meant to limit, laws which may be applicable:
1. The Equal Employment Opportunity Act of 1972, as amended, 42 U.S.C. Section 2000e, et seq, which prohibits discrimination in employment because of race, color, religion, sex, or national origin.
 2. Civil Rights Act of 1964, Executive Order 11246, as amended, which is incorporated herein by reference, and prohibits discrimination by United States Government contractors and subcontractors because of race, color, religion, sex or national origin.
 3. The Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 701, et seq and 45 C.F.R. 84.3 (J) and (K) implementing Section 504 of the Act which prohibits discrimination against qualified handicapped persons in the access to, or participation in, federally funded services or employment.
 4. The Age Discrimination In Employment Act of 1967, as amended, and Minnesota Statute Section 181.81, which generally prohibits discrimination because of age.
 5. The Equal Pay Act of 1963, as amended, 29 U.S.C. Section 206, which provides that an employer may not discriminate on the basis of sex by paying employees of different sexes differently for the same work.
 6. Minnesota Statute Chapter 363, as amended, which generally prohibits discrimination because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability or age.
 7. Minnesota Statute Section 181.59, which prohibits discrimination against any person by reason of race, creed, or color in any state or political subdivision contract for materials, supplies or construction. Violation of this section is a misdemeanor and any second or subsequent violation of these terms may be cause for forfeiture of all sums due under the Agreement.
 8. To the extent applicable, each party certifies that it has received a certificate of compliance from the Commissioner of Human Rights pursuant to Minnesota Statute Section 363.A.36.

XII. INDEMNITY

Each party to this agreement will be responsible for its one acts. The individual employees of each party will be considered employees of that party and are not employees of the county.

XIV. CONDITIONS OF THE PARTIES' OBLIGATION

This Agreement may be canceled with or without cause by either party upon sixty (60) days' notice, in writing, delivered by mail or in person to the other party.

XIX. INDEPENDENT CONTRACTOR

It will be agreed that nothing within the Agreement is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the parties or as constituting the parties as agents, representatives, or employees of the County or Community Services Department for any purpose or in any manner whatsoever. Each party is to be and shall remain an independent with respect to all services performed under this Agreement. Each party will secure, at its own expense, all personnel required in performing services under the Agreement. Any and all personnel of each party or other persons, while engaged in the performance of any work or services required by each party under this Agreement shall have no contractual relationship with the County or the Community Services Department and shall not be considered employees of the County or the Community Services Department.

XX. EXTENSION CLAUSE

In the event that a renewed agreement is desired by the parties, the parties hereby agree that at the expiration of this Agreement, this agreement will automatically renew for a 90 day period unless a new agreement is entered into between the parties, in which case the new agreement will terminate and supersede this Agreement.

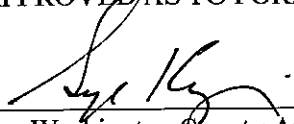
XXI. ENTIRE AGREEMENT

It is understood and agreed that the entire Agreement of the parties is contained herein and that the Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter thereof, as well as any previous agreements presently in effect between the parties and any social service agencies relating to the subject matter thereof.

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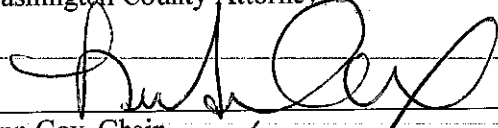
IN WITNESS THEREOF, the County and the parties have executed this Agreement effective as of this 5th day of
June, 2018.

APPROVED AS TO FORM:




For Washington County Attorney

Dated: 3/24/18



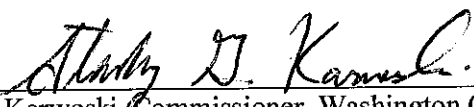
Lee Ann Cox, Chair
Workforce Development Board

Dated: 4/18/2018




Chris Sorensen, Director
Washington County Community Services

Dated: 3-29-18



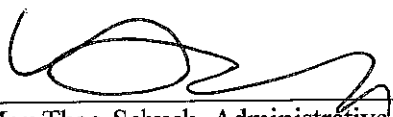
Stan Karwoski, Commissioner, Washington County Board
& Workforce Development Board Member

Dated: 4-18-2018



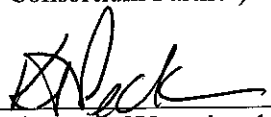
Susie Evans, ACCESS Manager
South Washington County Schools Community Education
(Local OSO Consortium Partner)

Dated: 4-18-2018



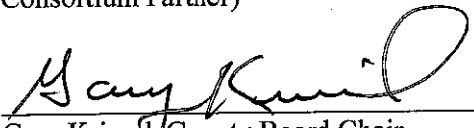
May Thao-Schuck, Administrative Services Director,
Wagner-Peyser-Department of Employment and
Economic Development
(In lieu of Ramsey and Washington Counties Job Service
Local OSO Consortium Partner)

Date: 5/10/18



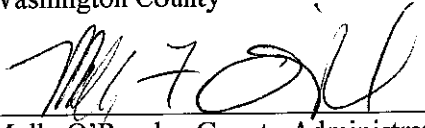
Kim Peck, Director of Vocational Rehabilitation Services
Department of Employment and Economic Development
(In lieu of Vocational Rehabilitation Services Local OSO
Consortium Partner)

Dated: 05/04/18



Gary Kriesel, County Board Chair
Washington County

Dated: 6-5-18



Molly O'Rourke, County Administrator
Washington County

Dated: 6-5-18

List of Contract Exhibits

Vendor/Contractor I.T. Acceptable Use Policy Acknowledgement Form

Vendor/Contractor Information Technology Acceptable Use Policy Acknowledgement Form

All employees and agents of vendors and contractors who will access Washington County information technology in the course of their work for Washington County ("vendor personnel") are required to sign this document indicating their willingness to comply with Washington County Policy #3001 – *Acceptable Use Policy for Utilizing Information Technology Systems and Resources*, prior to accessing any Washington County Information Technology tools, systems or services.

The term "Information Technology tools, systems or services" is defined as any equipment (device or software) that is used to access the county's network, electronic messaging (ex. Voice messaging and telephony services, radio, e-mail, etc.), storage, transmission, or use of all computer files, and all activities relating to the concept of the Internet (includes the county's intranet, and all external networks accessible to users).

1. Vendor personnel have no expectation of privacy in any electronic communications, use of Washington County property, or Internet access. Washington County reserves the right to review, audit, or monitor any information technology used by vendor personnel.
2. All vendor personnel shall use only accounts authorized by Washington County.
3. Vendor personnel may access only those resources for which they are specifically authorized.
4. All user-level system access, (ex. Network login, e-mail, desktop computer, application system, etc.), must occur through a password protected account that conforms to the following guidelines:
 - a. All user-level passwords must include a mix of numbers, letters, and special characters, and must be at least 8 characters in length.
 - b. All system administration passwords must include a mix of numbers, letters, and special characters and must be at least 10 characters in length.
 - c. Passwords shall remain confidential. Passwords are not to be shared, except as specifically requested by individual department heads.
 - d. Passwords shall never be displayed, printed, or otherwise recorded in an unsecured manner. User account and password information must not be inserted into any form of electronic communication or storage, (ex. E-mail, or electronic document), without using encryption methods and tools approved by the Information Technology Department.
 - e. Passwords shall be changed every 90 days.
 - f. A standard, default password is not to be used for groups of users.
5. Vendor personnel are personally responsible for safeguarding their account and log-on information.
6. Vendor personnel are not permitted to script their user IDs and passwords for log-on access.
7. Vendor personnel are not permitted to allow another person to log-on to any computer utilizing their personal account, nor are they permitted to utilize someone else's account to log-on to a computer. Authorized system or service accounts may be used by multiple people.
8. Vendor personnel may not leave their workstation logged onto the network while away from their area. Vendor personnel may elect to lock the workstation rather than logging off when leaving for very short time periods.
9. Vendor personnel shall maintain a log, left with the computer, of all software loaded onto any Washington County computer. The software must have been approved in writing by the Director of Information Technology or designee.
10. Vendor personnel shall execute only applications that pertain to their specific contract work.
11. Vendor personnel shall promptly report log-on problems or any other computer errors to the IT Help Desk (651-430-6411).
12. Vendor personnel shall promptly notify the Director of Information Technology, or designee, if they have any reason to suspect a breach of security or potential breach of security.
13. Vendor personnel shall promptly report anything that they deem to be a security loophole or weakness in the computer network to the Director of Information Technology or designee.
14. Vendor personnel shall not install or use any type of encryption device or software on any Washington County hardware, which has not been approved in writing by the Director of Information Technology or designee.
15. Vendor personnel shall not attach any device to the Washington County network without written approval from the Information Technology Director or designee.
16. Vendor personnel may not remove any computer hardware from a Washington County building for any reason, without prior written approval from the Director of Information Technology or designee.
17. Vendor personnel shall not delete, disable, or bypass any authorized encryption device, or anti-virus or other software program, installed on Washington County hardware.
18. Vendor personnel shall not attach any network or phone cables to any Washington County device without written approval from the Director of Information Technology or designee.
19. Vendor personnel may not copy any data and/or software from any Washington County resource for personal use.
20. Washington County data and/or software shall not be removed from a Washington County building without prior written approval from the Director of Information Technology or designee.
21. Vendor personnel may not utilize Washington County computer systems or networks for any of the following reasons:
 - a. Game playing;
 - b. Internet surfing not required for their work activity;
 - c. Non-related work activity; or
 - d. Any illegal activity.
 - e. Downloading of files from the Internet. If files are needed for your work, contact Washington County Information Technology personnel.
22. Vendor personnel are prohibited from intercepting or monitoring network traffic by any means, including the use of network sniffers, unless authorized in writing by the Director of Information Technology or designee.
23. Vendor personnel may not give out any Washington County computer information to anyone. Exception: other vendor personnel needing the information to complete tasks and who have signed this agreement. Information includes but is not limited to: IP addresses, security configurations, etc.
24. All data storage media shall be erased or destroyed prior to disposal.
25. Vendor personnel may not remove or delete any computer software without the written approval of the Director of Information Technology or designee.
26. Vendor personnel shall not attempt to obtain or distribute Washington County system or user passwords.
27. Vendor personnel shall not attempt to obtain or distribute door pass codes/passkeys to secured rooms at any Washington County facility for which they are not authorized.
28. All equipment issued to vendor personnel will be returned in good condition to Washington County upon termination of the Washington County/vendor personnel relationship.
29. Vendor personnel may not use Washington County information technology to send or receive threatening, obscene, abusive, sexually explicit language or pictures.
30. Vendor personnel are prohibited from causing Washington County to break copyright laws.
31. Use by vendor personnel of any Washington County information technology will acknowledge acceptance of the above-referenced policies. Any vendor employee who violates any of these policies shall be subject to disciplinary action, including total removal from the Washington County project as well as being subject to Minnesota civil and criminal liability. Disciplinary action may include Washington County requesting the vendor consider demotion, suspension and termination.

Printed Name: Susan M Evans

Signature: Susan M Evans 4-23-18
/Date

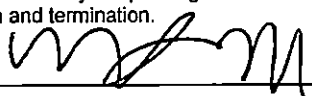
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4. All user-level system access, (ex. Network login, e-mail, desktop computer, application system, etc.), must occur through a password protected account that conforms to the following guidelines:
 - a. All user-level passwords must include a mix of numbers, letters, and special characters, and must be at least 8 characters in length.
 - b. All system administration passwords must include a mix of numbers, letters, and special characters and must be at least 10 characters in length.
 - c. Passwords shall remain confidential. Passwords are not to be shared, except as specifically requested by individual department heads.
 - d. Passwords shall never be displayed, printed, or otherwise recorded in an unsecured manner. User account and password information must not be inserted into any form of electronic communication or storage, (ex. E-mail, or electronic document), without using encryption methods and tools approved by the Information Technology Department.
 - e. Passwords shall be changed every 90 days.
 - f. A standard, default password is not to be used for groups of users.
5. Vendor personnel are personally responsible for safeguarding their account and log-on information.
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Printed Name: May Thao-Schuck

Signature:  5/9/18
Date


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12. Vendor personnel shall promptly notify the Director of Information Technology, or designee, if they have any reason to suspect a breach of security or potential breach of security.
13. Vendor personnel shall promptly report anything that they deem to be a security loophole or weakness in the computer network to the Director of Information Technology or designee.
14. Vendor personnel shall not install or use any type of encryption device or software on any Washington County hardware, which has not been approved in writing by the Director of Information Technology or designee.
15. Vendor personnel shall not attach any device to the Washington County network without written approval from the Information Technology Director or designee.
16. Vendor personnel may not remove any computer hardware from a Washington County building for any reason, without prior written approval from the Director of Information Technology or designee.
17. Vendor personnel shall not delete, disable, or bypass any authorized encryption device, or anti-virus or other software program, installed on Washington County hardware.
18. Vendor personnel shall not attach any network or phone cables to any Washington County device without written approval from the Director of Information Technology or designee.
19. Vendor personnel may not copy any data and/or software from any Washington County resource for personal use.
20. Washington County data and/or software shall not be removed from a Washington County building without prior written approval from the Director of Information Technology or designee.
21. Vendor personnel may not utilize Washington County computer systems or networks for any of the following reasons:
 - a. Game playing;
 - b. Internet surfing not required for their work activity;
 - c. Non-related work activity; or
 - d. Any illegal activity.
 - e. Downloading of files from the Internet. If files are needed for your work, contact Washington County Information Technology personnel.
22. Vendor personnel are prohibited from intercepting or monitoring network traffic by any means, including the use of network sniffers, unless authorized in writing by the Director of Information Technology or designee.
23. Vendor personnel may not give out any Washington County computer information to anyone. Exception: other vendor personnel needing the information to complete tasks and who have signed this agreement. Information includes but is not limited to: IP addresses, security configurations, etc.
24. All data storage media shall be erased or destroyed prior to disposal.
25. Vendor personnel may not remove or delete any computer software without the written approval of the Director of Information Technology or designee.
26. Vendor personnel shall not attempt to obtain or distribute Washington County system or user passwords.
27. Vendor personnel shall not attempt to obtain or distribute door pass codes/paskeys to secured rooms at any Washington County facility for which they are not authorized.
28. All equipment issued to vendor personnel will be returned in good condition to Washington County upon termination of the Washington County/vendor personnel relationship.
29. Vendor personnel may not use Washington County information technology to send or receive threatening, obscene, abusive, sexually explicit language or pictures.
30. Vendor personnel are prohibited from causing Washington County to break copyright laws.
31. Use by vendor personnel of any Washington County information technology will acknowledge acceptance of the above-referenced policies. Any vendor employee who violates any of these policies shall be subject to disciplinary action, including total removal from the Washington County project as well as being subject to Minnesota civil and criminal liability. Disciplinary action may include Washington County requesting the vendor consider demotion, suspension and termination.

Printed Name: Kimberley T. Pack

Signature: 

5-09-18
/Date