

Polk County Interagency Coordination Council Agreement

The Polk County Family Services Collaborative, the Crookston School District 593, the Area Special Education Cooperative 997, Polk County Social Services and Polk County Public Health, hereafter referred to as the “agencies,” enter into this agreement beginning October 1, 2003 and ending December 31, 2006.

Purpose of the Agreement:

The Polk County Interagency Coordination Council are committed to the development of a coordinated interagency service system which is based on intervention that responds to the needs of individual children and youth and the needs of the child’s/youth’s family. This will be accomplished by creating community partnerships, providing intervention, education and integrated services to families in a supportive, positive and respectful manner reflected in a single interagency plan.

The plan utilized will be the Individual Interagency Intervention Plan (IIIP) for children /youth ages 6 to 21 years and their families. The use of a single coordinated plan is based on the beliefs that a comprehensive, coordinated interagency referral and service system will reduce duplication and costs of services, and provide all appropriate resources and services for children, youth and families.

Target Population:

For the purpose of this agreement, the target population is children with disabilities ages 6 to 21 who are in need of services from more than one agency. Determination of eligibility for social services, education services, health services or other services under this contract shall be made by each agency. The eligibility criteria are:

- a) All children must be Polk County residents as determined by the agencies.
- b) All children/youth must be between 6 and 21 years of age, have a special education need and be eligible for services from more than one of the member agencies.

Each agency shall follow its own procedure for enrolling, discharging or discontinuing services for a child/youth and their family. Agencies shall inform the primary contact or provider of services when a service is begun, changed or discontinued.

Service Delivery Model:

The primary aim of the program is to help each child/youth reach their potential. Therefore, the programming is dependent upon each child’s/youth’s/family’s needs. This agreement addresses the general components in serving children. Specific staffing needs, curriculum, service provision locations etc. will be addressed within each agency. The major child/youth objectives of this program are to:

- a) Provide a comprehensive system of integrating services for children/youth with special needs and their families.
- b) Provide children/youth with experiences for which they are eligible that are appropriate to their age and state of development which will help them grow socially, intellectually, physically and emotionally.

Composition of Decision-Making Parties/Powers and Duties of Governing Bodies:

The Board of the Polk County Family Services Collaborative will be the Governing Body of the Polk County Interagency Coordination Council. This Board will oversee all of the interagency projects and maintain accountability. The Board will ensure responsiveness to community needs and address conflict between agencies. The Board will ensure that policies are carried out. The

Chair of the Council will provide biannual reports that may include minutes, oral presentations and other written materials to the Board. These reports would include any barriers to service that may exist as a result of state rules and regulations that have been identified at the service delivery level. The Board would then be responsible to bring that information to the attention of the State Management Team.

Function of the Polk County Interagency Coordination Council:

The Polk County Interagency Council shall:

1. Consist of the following potential members: Crookston School District 593, University of Minnesota-Crookston, East Grand Forks Technical College, Area Special Education Cooperative, Polk County Public Health, Polk County Social Services, Tri-County Community Corrections, Northwestern Mental Health Center, Tri-Valley Opportunity Council, Inter-County Community Council, Polk County Developmental Activity Center, Polk County Occupational Development Center, Options, and Minnesota Vocational Rehabilitation Services. Crookston School District 593 and Area Special Education Cooperative 997 will each appoint a parent representative.
2. Develop an integrated service delivery system for children/youth in the target population, the design of which shall be approved by the Board. The integrated system shall include:
 - a) A common vision of how the local system of care should serve the target population.
 - b) Practices that provide early identification of problems and risks.
 - c) Procedures for coordination of assessments.
 - d) A client access plan that allows for access to the entire service network regardless of where the child enters the system.
3. Develop and implement an evaluation plan for the service delivery teams.
4. Assure service coordination.
5. Provide reports to the Board that include a summary of policies, procedures, evaluation outcomes, gaps in service or barriers to service.

Functions of the Polk County Service Delivery Teams:

Polk County Service Delivery Teams will develop Individualized Treatment Plans through the use of the Service Plan, that are based on a wraparound model. Teams will comprise professionals from the member agencies who have or will have involvement with a particular child. The child and his or her family will serve a leading role in the planning and implementation process.

Each team member will provide for the child's needs from the point of view of his/her professional discipline and agency mission and will serve as a resource to the service delivery team. All members will have input into the development of the plan. Team meetings will be conducted in a way that supports open dialogue and participation of team members. Member agencies will agree to support the functioning of the treatment team process by encouraging designated individuals to attend and participate in Interagency meetings.

The Service Team will decide upon a Service Coordinator for each child that was referred. It will be the responsibility of the Service Coordinator to maintain the written plan developed by the team and secure needed signatures. Service Coordinators will arrange meetings at a frequency to be determined by the needs of each child (but no less than annually) to review, maintain and/or revise the Plan. The Service Coordinator will coordinate all services/activities planned for the child and family by the Service Delivery Team. If any team member is unable to attend a particular team meeting, the Service Coordinator will obtain relevant information from that member prior to the meeting or consult with another team member to get the needed information.

Any team member can request a team meeting. In the case of an emergency or crisis situation, if a team member cannot attend the meeting, they will be consulted and given the opportunity to provide input by phone. The plan shall include the following:

- A. Common intake procedures that link a client with a “family facilitator” immediately upon referral or application for services to serve as the family’s advocate in the system.
- B. Procedures providing for either coordination of assessment or use of a common assessment tool for determination of the need for multi-agency service delivery planning.
- C. Procedures for highly individualized multi-agency service delivery planning.
- D. Procedures for team case management in which the Service Coordinator has access to all program options and all funding sources in the local system of care, and who will work with the family as an equal partner to determine how the system may best serve the family’s needs.
- E. Client outcome standards.
- F. Data practices guidelines for Interagency staff regarding the collection, creation, reception, maintenance, dissemination, or use of private data on individuals.
- G. Procedures for appeals, due process, and client-to-system mediation.

Duties and Retained Powers

Each agency is responsible to:

1. Participate in training activities.
2. Participate in Council meetings.
3. Request release of information from parents to enable the creation of joint plans.
4. Participate as a member of a child/youth team in developing IIPs.
5. Participate in screening and assessment for children/youth and families as appropriate.
6. Provide service coordination services as appropriate to each agency’s guidelines.
7. Serve as a liaison between agencies and service for families.
8. Provide consultation to families as appropriate to area of expertise.
9. Cooperate in the collection of data to evaluate interagency efforts.
10. Inform staff of available services.

Finances and Funding:

It is the joint responsibility of the county boards and school boards to coordinate, provide and pay for appropriate services, and to facilitate payment for services from public and private sources. Appropriate services for eligible children must be determined in consultation with parents, physicians and other education, medical, health, and human service providers. The service provided must be in conformity with an IIP or ISP. The county boards and school boards shall not be required to provide any services under an IFSP that are not required in a IIP or ISP.

Data Practices and Procedures:

All Parties agree to establish data practices that conform to state and federal statutes and rules regulating data, particularly the collection, creation, receipt, maintenance, or dissemination of private data on individuals as defined and regulated by the Minnesota Government Data Practices Act, Minnesota Statutes, Sect. 13, and/or any other applicable state or federal laws. Parties further agree to establish practices for student data that conform to the federal Family Education Rights and Privacy Act of 1974 (FERPA).

The participating agencies and members of the Governance Board have a duty to protect the confidentiality of information about referred children and their family members. Parental/guardian consent must always be obtained (except where otherwise allowed by law) prior to interagency sharing of any information that identifies the client. The consent will apply only to interagency sharing of any information that identifies the client.

Dispute Resolution:

- A. In the event of a disagreement between two or more Parties to this Agreement, Parties agree to abide by the following dispute resolution protocol:
 1. Step One: The grieving Parties will attempt to work out the dispute through informal communication.
 2. Step Two: The grieving Parties will notify members of the Governing Board in writing of the nature of the dispute and request the Board to hear the dispute at its next regular meeting and seek resolution at the meeting. Discussion shall comply with the state's Open Meeting Law, Minn. Stat., Sect. 471.705.
 3. Step Three: If resolution is not achieved at the meeting described in Step Two, the Board shall take the matter under advisement and, at its following regular meeting, recommend a resolution to the grieving Parties, who must decide whether to accept the recommendation.
 4. Step Four: The grieving Parties will submit the dispute to mediation by a neutral third party. The Governing Board will be a separate party to the mediation. The cost of mediation shall be equally distributed among grieving Parties.
- B. Parties agree that families receiving services or supports from the Agencies are key decision makers in all actions and decision regarding their children. However, in the event of a dispute between the Agencies and family receiving services or supports from the Agencies, the parties to this Agreement will abide by the following dispute resolution protocol:
 1. Step One: Any Interagency staff, board member, advisor, or volunteer upon learning by verbal or written means about any substantial grievance of a family being served by the agencies against the Agencies, its personnel, or the actions of the Agencies or its personnel must notify the Service Delivery Team, Chair of the Interagency Council and Chair of the Polk County Family Services Collaborative.
 2. Step Two: The Service Delivery Team will invite the Family to a meeting of the Team within 20 days to describe the nature of the grievance. The family may invite an advocate or advocates of their choice. Either the family or the team may invite any third party that it believes may facilitate resolution. The Team will attempt to resolve the grievance informally.
 3. Step Three: Either the family or the Agencies may request mediation by a neutral third party agreeable to all parties to the dispute. Participation in mediation is voluntary for all parties. Mediation must be completed within 20 days. Results of the mediation become binding and services and supports so agreed upon become part of the individualized care plan.

* Please note that Agencies may also have their own mediation process to follow.

Methods to Resolve Intra and Interagency Disputes:

The Team will define the exact nature of the dispute. If the Team is unclear about service responsibility, each team member will consult with his/her agency/s administrator to clarify eligibility criteria for service. If the issue is:

- A. An administrative or policy issue, administrative representatives from the involved agencies would confer, in order to resolve the dispute.
- B. An eligibility issue, each agency would resolve the issue internally. The Team will present the information to parents, including options and procedures for resolving issues within the involved agency(s).

If the above process yields unsatisfactory results, the Council could identify issues or gaps in services and make recommendations to the Minnesota Governor's Interagency Coordinating Council.

Nondiscrimination

No person shall illegally be excluded on the basis of race, creed, color, gender, marital status, public assistance status, age, disability, sexual orientation, or national origin from full employment rights, participation in, be denied the benefits of, or otherwise be subject to discrimination under any program, service, or activity which is the subject of the Agreement in accordance with the provisions of any and all applicable federal and state laws against discrimination.

Fair Hearing and Grievance Procedures

Each party will comply with service termination and appeal procedures applicable to its service programs while providing services pursuant to this Agreement.

Agency of Responsibility

Each agency shall be responsible for its alleged or negligent acts or omissions subject to the statutory restrictions of Minnesota Statute 466.02 and 466.04. Each party shall be responsible for its own defense in any and all claims which may be brought against it arising out of its obligations under this Agreement. Each party shall provide for itself and its members, insurance in a sum sufficient to meet the statutory requirements of Minnesota Statute 3.736.

Entire Agreement

It is understood and agreed that the entire Agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and all negotiations between the parties relating to the subject matter thereof, as well as any previous agreement presently in effect between the parties relating to the subject matter thereof. Any alterations, variations or modifications of the provisions of this Agreement shall be valid only when they have been reduced in writing and duly signed by the parties herein.

Withdrawal

Any party shall have the right to withdraw from this Agreement by declaring, in writing, its intention to withdraw effective on July 1 of the fiscal year, which date shall not be less than 90 days from the date of the written notice and shall send a copy of the written notice to the governing body and the fiscal host. Withdrawal by a party shall not result in the discharge of any legal liability incurred by such party or arising from actions or inactions of the agency or its individual service providers/employees or contractors before the effective date of withdrawal.

Termination

This Agreement shall terminate under the following circumstances:

- a) There are no remaining county parties to the Agreement or no remaining school district/special education cooperative parties to the Agreement as a result of withdrawal pursuant to this Agreement; or
- b) All parties or all remaining parties mutually agree to terminate the Agreement; or
- c) This Agreement shall terminate automatically if federal funding for intervention services is discontinued or if the provisions of Minnesota Statute Section 125A.023 and 125A.027 et seq. are repealed without replacement.

APPROVED AS TO EXECUTION

Chairperson, Polk County Collaborative

Date

Chairperson, Polk County Board of Commissioners

Date

Director, Polk County Social Services

Date

Director, Polk County Public Health

Date

Director of Area Special Education Cooperative

Date

Director, Special Education, Crookston School District 593

Date

Director, Inter-County Community Council

Date

Director, Tri-Valley Opportunity Council

Date

Director, Northwestern Mental Health Center

Date

Director, At-Large Member

Date

Chancellor, University of Minnesota-Crookston

Date

Chancellor, East Grand Forks Technical College

Date

Director, Polk County Development Activity Center

Date

Director, Polk County Occupational Development Center

Date

Director, Options

Date

Director, Minnesota Vocational Rehabilitation Services

Date

Director, Tri-County Community Corrections

Date

Parent Representative

Date

Parent Representative

Date

Other Signatory

Date

Other Signatory

Date

Other Signatory

Date