

**THE CHILDREN'S INITIATIVE/FAMILY SERVICE COLLABORATIVE
(SERVING RED LAKE COUNTY FAMILIES)**

GOVERNANCE AGREEMENT

This agreement made and entered into this 13th Day of April, 2000, and amended May 4, 2004 on August 2, 2005 by and between:

Red Lake County Social Services
Red Lake Falls Schools
Oklee School
Plummer School
CAP Agency / Inter-County Community Council
Inter-County Nursing Service
Northwestern Mental Health Center
Tri-County Community Corrections
Red Lake County Sheriff's Department
Area Special Education Cooperative

Hereinafter referred to as the "Parties", is as follows:

Authority and Premises:

Whereas: Minn. Stat. Sect. 121.8355 and Sect 245.491 permits public and private child serving agencies to come together by mutual agreement to establish a family service collaborative, a children's mental health collaborative, or a collaborative formed by the merger of family services and children's mental health collaborative and to establish an integrated children's services system; and

Whereas: Minn. Stat. Sect. 125A.023 and Sect. 125A.027 requires County Boards and School Boards to establish an interagency governance structure to coordinate local services for children and youth with disabilities aged 3-21, and their families; and

Whereas: Minn. Stat. Sect. 125A requires school districts, groups of school districts, or special education cooperatives, in cooperation with the county or counties in which the district or cooperative is located to establish a community transition interagency committee for youth with disabilities, beginning at grade 9 or age equivalent, and their families; and

Whereas: The Parties agree that children's needs cross over the boundaries of the categorical agencies and that services need to be coordinated across traditional systems; and

Whereas: The Parties agree that an integrated system should be built upon existing agencies and that system redesign consists in large part of redefining relationships among agencies; and

Whereas: The Parties agree that parents and community supports are key to successful care planning for children:

Now, therefore, in consideration of the mutual agreements combined herein, all participating Parties do hereby establish the Children's Initiative/Family Services Collaborative (serving Red Lake County families) hereinafter referred to as the "Collaborative", and do agree as follows:

Section 1: Purpose of the Collaborative

The Parties enter into this Agreement for the purpose of improving the social, emotional, educational, health, and economic outcomes of all Red Lake County children, adolescents, and their families by integrating our services and enhancing protective factors and for the purpose of creating an integrated service delivery system for children, adolescents, and their families with multiple and special needs. The Parties shall found the Collaborative on the latest knowledge and best practices available in relevant professional fields and service delivery approaches. The Collaborative shall perform activities that coordinate supports and services such as:

Common intake; common assessment; common care planning; care coordination; standards setting; and outcomes evaluation which shall form the goals and objectives of the Collaborative. The Collaborative shall neither replace nor duplicate existing agencies but shall recreate relationships among them.

Section 2: Population to be Served and Service Delivery Model

- A. **Population to be served:** The collaborative shall serve children from birth through age 21 that have multiple problems or are at risk of developing multiple problems. Further, these shall be children who need or who are at risk of needing, coordinated multi-agency services and supports. Need for services and supports shall be determined by screening criteria developed by the Collaborative and/or evidenced by a behavior or condition which affects the child's ability to function in a primary aspect of daily living including personal relations, living arrangements, work, school, self care and recreation. The Collaborative also shall serve the families of such children.

A family to be served shall be defined, minimally as the child's primary adult caretaker(s) and other children with whom the child is residing. A family may include biological, step, adoptive, custodial, or non-custodial parents; biological, step, or adoptive siblings or other minors with whom the child is residing.

- B. **Service Delivery Model:** The service delivery model for the Children's mental Health arm of the Collaborative, shall be the "wraparound process", defined as intervention that is developed by an interdisciplinary team working with the child and family, and that is based on the child and family's strengths and the resources of the child's community and is cost-effective, needs-driven, unconditional, and culturally competent and includes the delivery of highly individualized informal supports and formal services.

The Family Services arm of the Collaborative shall adopt a multi-modal, flexible approach which will produce the most positive outcomes for prevention and early identification.

Section 3: Composition of the Collaborative Decision-Making Bodies

- A. **Governing Board:** Legal authority of the Collaborative shall be exercised by the Collaborative Governing Board, hereinafter referred to as the "Board" The Board shall exercise revenue authority. The Board shall also exercise final approval over all allocations. The Board shall be composed of members appointed from the organizations named above. The Governing Board shall be responsible for developing, implementing, and evaluating, the functions of the Collaborative.
- B. **Community Council:** Design and policy oversight authority for the integrated service system to be operative by the Collaborative shall reside in the Local Advisory Council. The Council shall exercise expenditure authority for dollars allocated to their oversight by the Governing Board. Composition of the Council shall represent both agencies of the formal system of care and brokers of informal resources as needed to represent community resources available to strengthen and support families.

Section 4: Powers and Duties of Collaborative Decision-Making Bodies

The powers and duties of this Agreement shall be vested in the Governing Board.

A. The Governing Board Shall:

1. Define the scope of the system to be established, including the Target Population;
2. Oversee an Integrated Fund, as established by Section 6 of this Agreement;
3. Negotiate Integrated Fund contributions from each Party in accordance with a specified work product to be provided to the Target Population.
4. Approve an annual budget at its annual meeting by approval of three-quarters of those in attendance who are eligible to vote. Such revenue budget shall account for all resources available to the Collaborative, both money and in-kind. Such budget also shall show both the joint service delivery account and the administrative accounts maintained separately by the Parties, as provided in Section 6-D;
5. Select a Fiscal Agent from among the parties to this Agreement. The Fiscal Agent shall:
 - a. Establish and maintain a "service delivery" account and an "administration account" as provided in Section 6-D;
 - b. Receive and maintain funds assigned by the Board;
 - c. Receive local, state and federal grant dollars, cash, and charitable contributions and maintain the joint service delivery account;
 - d. Disburse funds at the discretion of the Governing Board;
 - e. Account for revenues and expenditure and produce appropriate financial statements according to categories determined by the Board and Councils;
 - f. Provide reports as required by state and federal agencies;
 - g. Designate a staff person for Collaborative duties;

- h. Prepare periodic financial reports to the Board.
- 6. Through its Fiscal Agent, receive funds contributed by Parties to this Agreement and funds from the State of Minnesota, the federal government and from any lawful governmental or private source, including gifts;
- 7. Apply for and accept grants, gifts, loans and other assistance from any lawful source;
- 8. Through its Fiscal Agent, expend funds and enter into contracts for the purposes described in this Agreement and in accordance with the operating budget;
- 9. Evaluate Collaborative fiscal performance to assure accountability for effective and efficient use of public funds
- 10. Evaluate/oversee consumer outcomes;
- 11. Notify all Parties at least one fiscal quarter before the beginning of each fiscal year of any anticipated additional financial expenses for the forthcoming year;
- 12. Adopt by-laws or operating procedures;
- 13. By mutual agreement, the Governance Board may assume or delegate the duties of the Local Advisory Council, as provided in M.S. Sect. 245.4875, subd. 5 and/or the duties of the Local Coordinating Council, as defined in M.S. Sect. 245.4875, Subd 6.

B. The Community Councils Shall:

- 1. Advise the Board of any intent, desire, and/or perceived need for expanding the operational target population;
- 2. Establish an Informal Resources Committee to facilitate access to informal resources.

Section 5: Duties of the Parties

A. Red Lake County Social Services Agrees to:

- 1. Designate a member to the Collaborative Governing Board;
- 2. Assign staff to accomplish the mission of the Collaborative as appropriate;
- 3. Participate in programs and projects operated by the Collaborative;
- 4. Serve as Fiscal Agent for the Integrated Fund, establish a special fund for execution of fiscal agency duties, and produce monthly financial reports;
- 5. Assign to the Integrated Fund any amount specified in Section 6-E of this Agreement.

B. Each School District of Red Lake County, Agrees to:

- 1. Designate a member to the Collaborative Governing Board;
- 2. Assign staff to accomplish the mission of the Collaborative as appropriate;
- 3. Participate in programs and projects operated by the Collaborative

4. Assign to the Integrated Fund any amount specified in Section 6-E of this Agreement;
5. Participate in Local Collaborative Time Study under terms and conditions agreed to by the Minnesota Department of Human Services and contribute earnings to the Integrated Fund.

C. Inter-County Community Council Agrees to:

1. Designate a member to the Collaborative Governing Board;
2. Assign staff to accomplish the mission of the Collaborative as appropriate;
3. Participate in programs and projects operated by the Collaborative
4. Assign to the Integrated Fund any amount specified in Section 6-E of this Agreement;
5. Participate in Local Collaborative Time Study under terms and conditions agreed to by the Minnesota Department of Human Services and contribute earnings to the Integrated Fund.

D. Inter-County Nursing Service Agrees to:

1. Designate a member to the Collaborative Governing Board;
2. Assign staff to accomplish the mission of the Collaborative as appropriate;
3. Participate in programs and projects operated by the Collaborative
4. Assign to the Integrated Fund any amount specified in Section 6-E of this Agreement;
5. Participate in Local Collaborative Time Study under terms and conditions agreed to by the Minnesota Department of Human Services and contribute earnings to the Integrated Fund.

E. Tri-County Community Corrections Agrees to:

1. Designate a member to the Collaborative Governing Board;
2. Assign staff to accomplish the mission of the Collaborative as appropriate;
3. Participate in programs and projects operated by the Collaborative
4. Assign to the Integrated Fund any amount specified in Section 6-E of this Agreement;
5. Participate in Local Collaborative Time Study under terms and conditions agreed to by the Minnesota Department of Human Services and contribute earnings to the Integrated Fund.

F. Northwestern Mental Health Center Agrees to:

1. Designate a member to the Collaborative Governing Board;
2. Assign staff to accomplish the mission of the Collaborative as appropriate;
3. Participate in programs and projects operated by the Collaborative
4. Assign to the Integrated Fund any amount specified in Section 6-E of this Agreement;

G. Red Lake County Sheriff's Department Agrees to:

1. Designate a member to the Collaborative Governing Board;
2. Assign staff to accomplish the mission of the Collaborative as appropriate;
3. Participate in programs and projects operated by the Collaborative
4. Assign to the Integrated Fund any amount specified in Section 6-E of this Agreement;

Section 6: Collaborative Finances and Integrated Fund

- A. The Parties agree to establish an Integrated Fund for the purposes of financing individualized care plans and increasing the flexibility of funding sources. The Integrated Fund will be used to purchase supports, interventions, and services for children and families in the Target Population, to coordinate the provision of supports, interventions, and services, and to operate the Collaborative;
- B. Parties agree that the Integrated Fund shall be under the direct control of the Governing Board and shall be administered, under the Board's control, by such fiscal agent as the Board shall choose;
- C. The Integrated Fund shall consist of both monetary and in-kind resources to which a monetary value shall be assigned by agreement between the contributor and the Board.
- D. Parties agree that the Integrated Fund shall constitute a single financial statement consisting of two accounts:

1. The Service Delivery Account shall:

- a. Be administered by the Fiscal Agent.
- b. Be a joint account held in the name of the Collaborative separately held by each Party in clearly distinct cost centers. Resources so maintained shall be administered by each holding Party but is subject to control of the Governing Board.
- c. Contain local service dollars contributed by the Parties from multiple sources included but not limited to state and federal grants; Local Collaborative Time Study earnings; service contributions from non-governmental Parties; private gifts; and the monetary value of in-kind contributions.
- d. Contain resources designated for the provision of supports, interventions, and services to the Target population, including direct provision of services; purchase of service contracts; service coordination activities; and Collaborative administrative activities.

- e. Contain grants and contributions to the Collaborative, which shall not be considered as contributions from any particular Party or Parties.

2. The Administrative Account shall:

- a. Be administered by each Party in its own cost center.
 - b. Show the value of the Parties' in-kind administrative activities and the value of Parties' employees assigned to Collaborative service delivery and coordination activities.
 - c. Contain resources designated for Parties' staff provided administrative activities and for Parties' staff-provided direct services.
- E. The schedule of contributions shall be renegotiated each year, approved at the annual meeting, and be incorporated in this Agreement by attached Supplement (attachment A).
- F. No Party shall be required to encumber any amount exceeding that set forth in Section 6-E of this Agreement. However, nothing in this Agreement shall prohibit any Party from making an additional contribution or encumbrance of monetary or in-kind resources, nor from considering additional contributions or encumbrances on a case-by-case basis.

Section 7: Personnel

The intent of the Collaborative is to not directly employ any personnel. Rather all services shall be provided per contracts.

Section 8: 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, or/or any other applicable state or federal laws. Parties further agree to establish practices for student data that conforms to the Federal Family Education Rights and Privacy Act of 1974 (FERPA). Such data practices shall, at minimum, include the provisions defined below in Section 8.B through 8.K.

(B-K from State Model follows as an attachment.)

Section 9: Insurance and Indemnification

A. Insurance

Coverage is provided through Minnesota Counties Insurance Trust.

B. Mutual Indemnification

In any instance in which mutual liability coverage is unavailable or inapplicable, each Party shall be liable for its own acts to the extent provided by law and hereby agrees to indemnify, hold harmless, and defend each other, its officers, employees, and volunteers against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the other, its officers, employees and volunteers may hereinafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of the Party, its agents, servants, employees or volunteers in the execution, performance, or failure to adequately perform its obligations pursuant to this Agreement.

Section 10: 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.
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:** If resolution is not achieved at Step Three, 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.
5. **Step Five:** If resolution is not achieved at Step Four, the grieving Parties will submit the dispute to binding arbitration. The cost of arbitration shall be equally distributed among grieving Parties.
6. **Step Six:** Upon resolution of the dispute, a joint communication will be issued to all affected Parties.

- B. Contract between the Collaborative and service providers must include dispute resolution provisions whenever feasible.
- C. Parties agree that if any Party fails to perform any of the duties in this Agreement, including failure to make payment to the Integrated Fund within 30 days of the established payment date, the Governing board may terminate this agreement.
- D. Parties agree that families receiving services or supports through the Collaborative are key decision makers in all actions and decisions regarding their children. However, in the event of a dispute between the Collaborative (through its service providers) and a family receiving services or supports through the Collaborative, the parties to this Agreement will abide by the adopted dispute resolution protocol.

For the purposes of this Section, unless otherwise specified by Minnesota Statute, "family" means:

- A child over age 16 who has requested service or is being served through the Collaborative;
- The parents-including a natural parent (either custodial or non-custodial), adoptive parent, or foster parent-of a child who has requested service or is being served through the Collaborative;
- A caretaker, guardian, trustee or other legal representative with written permission to represent the child or family

Nothing in this protocol restricts a family's due process rights under rule or law.

Section 11: Time Period of Agreement

The term of this agreement is for the period of time from the date signed until rescinded unless amended as provided herein.

Section 12: Amendments to the Agreement

- A. Except as provided in Section 12-B, below, this Agreement may be amended only by the agreement of (all/a majority/two-thirds) of the participating Parties. Notice of any proposed amendment must be provided in writing to all participating Parties at least thirty days in advance of the Governing Board meeting prior to the effective date of the proposed amendment.

- B. Annually renegotiated Integrated Fund contributions shall be deemed to be incorporated into this Agreement by attached Supplement.

Section 13: Withdrawal and Termination

- A. Any Party may withdraw from this Agreement by passage of a resolution by its governing Board declaring its intent to withdraw on a specific date, which date shall not be less than 180 days from the date of resolution and receipt of that resolution by the Collaborative Governing Board.
- B. Where a Party exercises its option to withdraw, the withdrawing Party shall remain liable for fiscal obligations incurred prior to the effective date of withdrawal but shall incur no additional fiscal liability beyond the effective date of withdrawal.
- C. The withdrawing Party shall not be entitled to a refund of contributions made to the Integrated Fund or other fees paid to operate the Collaborative.
- D. Notwithstanding Parties' authority to withdraw, this Agreement and the Board and Councils created thereby shall continue in force until all participating Parties mutually agree to terminate this Agreement by joint resolution of the Parties, or until necessitated by law or decision of a Court of competent jurisdiction. After the effective date of termination the Board shall continue to exist for the limited purpose of discharging the Collaborative debts and liabilities, settling its affairs, and disposing of Integrated Fund assets, if any.

Section 14: Disposal of Surplus Funds and Property

Upon termination of this Agreement, all personal and real property held by or in the name of the Collaborative will be distributed by resolution of the Governing Board in accordance with law and in a manner to best accomplish the continuing purposes of the Collaborative. As provided by law, any surplus monies will be returned to the Parties in proportion to contribution of the Parties after the purpose of the Agreement has been completed.

Section 15: Severability

The provisions of this Agreement are severable. If any section, paragraph, subdivision, sentence, clause, or phrase of the Agreement is held to be contrary to law, rule or regulation having the force and effect of law, such decision shall not affect the remaining portions of this Agreement.

Section 16: Access to Books and Records

In accordance with Minn. Stat. Section 16 B.06, Subd.4, each Party agrees to make its books and records pertaining to its performance under this Agreement available to each other Party, and to keep such documentation for three years following termination of this Agreement.

Section 17: Effective Date

This Agreement shall be effective when adopted by all Parties.

IN WITNESS WHEREOF, participating entities, by official actions, have caused this Agreement to be executed by their respective officers:

Director, Red Lake County Social Services Date

Superintendent, Red Lake Falls Schools Date

Superintendent, Oklee School Date

Superintendent, Plummer School Date

Inter-County Community Council- Employment and/or Headstart Date

Director, Inter-County Nursing Date

Director, Tri-County Corrections Date

Director, Northwestern Mental Health Center Date

Sheriff, Red Lake County Date

Director, Area Special Education Cooperative, Date