

OTTER TAIL FAMILY SERVICES COLLABORATIVE INTERAGENCY GOVERNANCE AGREEMENT

This agreement, made and entered into this 12th day of June, 2001, by and between:

Battle Lake ISD #542

Child Care Resource & Referral

Fergus Falls Area Special Ed Coop #935

Fergus Falls ISD #544

Freshwater Education District

Henning ISD #545

Lakeland Mental Health Center

Lakes Country Service Cooperative

Lake Country Community Resources, Inc.

Lutheran Social Service

New York Mills ISD #553

Northern Connections (10/07)

Otter Tail County Human Services Board

Otter Tail-Wadena Community Action Council

Parkers Prairie ISD #547

Peaceful Solutions

Pelican Rapids ISD #548

Perham-Dent ISD #549

Productive Alternatives, Inc.

Professional Association of Treatment Homes

The Village Family Service Center

Underwood ISD #550

United Way of Otter Tail County

Wadena-Deer Creek ISD #2155

Otter Tail County Court Services

Otter Tail County Human Services

Otter Tail County Public Health

U of M Extension Service, Otter Tail County

Region 4 Domestic Violence

Permanent Family Resource Center (12/01)

Tran\$EM (3/02)

Northern Connections (10/07)

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 collaboratives and to establish an integrated children’s service system; and

Whereas: The Parties agree that children’s needs cross over the boundaries of 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 Otter Tail Family Services Collaborative, hereinafter referred to as the “Collaborative,” and do agree as follows:

Section 1. Purpose.

The Parties enter into this Agreement for the purpose of improving the social, emotional, educational, and economic outcomes of all Otter Tail County children, adolescents and their families. This shall be accomplished by mitigating risk factors and enhancing protective factors. To fulfill this purpose, the Parties come together in the Collaborative to create an integrated service delivery system for children, adolescents, and their families with multiple and special needs. This integrated service delivery system shall be based on the latest knowledge and best practices available in relevant professional fields and service delivery approaches. The Collaborative shall not function as a service provider but shall perform activities that coordinate supports and services such as common intake; common assessment; common care planning; care coordination; standards setting; and outcome evaluation. The Collaborative shall neither replace nor duplicate existing agencies but shall recreate relationships among them. It is the purpose of the Otter Tail Family Services Collaborative that families, communities and institutions work together for a responsive, flexible system of education, support and services that focuses positively on the needs, strengths and potential of each child and family.

Section 2. Population to be Served and Service Delivery Model.

A. Population to be served: The Collaborative shall serve Otter Tail County children, youth and young adults from birth through age 21 and their families. The Collaborative has specific responsibilities related to those from birth through age 21 who have multiple problems or are at risk of developing multiple problems and who need, or are at risk of needing, coordination and multi-agency services and supports. Parties shall establish need for services and supports evidenced

by a behavior or condition that affects the child/adolescent/young adult's ability to function in a primary aspect of their daily living, including personal relationships, living arrangements, work, school, self-care, and recreation. The Collaborative shall serve these individuals and their families by providing support and assistance in understanding and coordinating the services available to them.

- B. Target Population:** As a Children's Mental Health Collaborative, the Collaborative will serve all children and youth with emotional disorders and serious emotional disorders. The primary focus will be on strengthening the system of care for school-age children and youth with emotional disorders and serious emotional disorders. The Collaborative will extend the system of care for eligible youth from age 16-22, and then expand the system of care to provide early intervention and prevention services for birth-pre-school age children. The Collaborative will then expand the system to provide pre-natal prevention services.
- C. Service Delivery Model:** The service delivery model shall be a "wrap around process," defined as intervention that is developed by an inter-disciplinary team and that is based on the child and family's strengths, and the resources of the child's community, is cost effective, needs-driven, unconditional, culturally competent, and that includes the delivery of highly individualized informal supports and formal services.

Section 3. Structure of Collaborative.

- A. The Service Level:** Direct service providers will work directly with the children and families with interagency teams, using the wrap around method. This group, working with the families, make most of the decisions regarding programming and the funding to support it. The composition of each interagency team shall be tailored to the family being served.
- B. The Program Administration Level:** Program level staff or mid-managers from the partner agencies shall oversee all inter-agency services, monitoring their quality and expenditures. This level shall have direct supervision over the inter-agency team working with the family. All the supervisors of the various persons involved in the inter-agency team may work together to resolve problems that the direct service team cannot resolve which interfere with the innovative and seamless service to the clients.
- C. The Executive Level:** Agency directors, administrators or executive officers are responsible for monitoring the success of their own clients engaged in services, and for a sustained effort by their direct service and program staff. Executives are responsible for recommending the amount to contribute to an inter-agency fund, for keeping their Boards of Directors or Supervisors informed of the Collaborative effort, and for making interim financial approval to pay bills. They respond to the recommendations of their program staff regarding changes in procedures which will promote better service, and they work with their boards regarding changes in agency policy.

- D. The Policymaking Level:** The policymakers of each organization monitor the entire system for effectiveness. They may be asked to address issues that cannot be resolved by the executives. This group is responsible to the consumers for creating seamless services.

Section 4. The Governing Board.

- A. The governing board shall consist of one representative from each participating agency. The representative shall come from the elected board of governmental entities and from the Board of Directors of private agencies. The governing board shall meet annually to set policy directives and overall budgeting. Issues that come up during the course of the year may shall be handled by an Executive Council of the governing board consisting of two county board members, two school board members and two members from the board of directors of the non-governmental agencies. Appointments of members to the governing board shall be determined by a process established by each represented entity.
- B. The governing board shall:
1. Define the scope of the system to be established, including the Target Population;
 2. Oversee the Integrated Fund, as established by Section 6 of this Agreement;
 3. Approve an annual revenue 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 monetary and in-kind. Such budget also shall show the joint service delivery account and the administrative accounts maintained separately by the Parties;
 4. Select a Fiscal Manager from among the Parties to this Agreement. The Fiscal Manager shall:
 - a. establish and maintain a “service delivery” account and an “administration” account;
 - b. 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 sources, including gifts;
 - c. disburse funds upon action of the Governance Board or its Executive Council;
 - d. Maintain Collaborative funds in interest bearing accounts;
 - e. account for revenues and expenditures and produce appropriate financial statements;
 - f. provide financial reports as required by state and federal agencies; and
 - g. prepare periodic financial reports as requested.
 5. Receive funds contributed by Parties to this Agreement and funds from the State of Minnesota,, the federal government and from any lawful government al or private source, including gifts;

6. Apply for and accept grants, gifts, loans and other assistance from any lawful source;
7. Expend funds through the fiscal ~~agent~~ manager, enter into contracts for the purposes described in this agreement and in accordance with the operating budget approved by the Governance Board or its Executive Council;
8. Evaluate collaborative fiscal performance to insure accountability for effective and efficient use of public funds and oversee client outcomes;
9. Adopt by-laws on operating procedures.

Section 5. Duties of the Parties.

A. Each Party to the Collaborative agrees to:

1. Designate a representative to the Collaborative Governing Board;
2. Assign the top-ranking executive to the Executive Level Group of the Collaborative, or, in the case of multi-county agencies, assign the a person with sufficient authority to commit agency resources to the work of the Collaborative;
3. Assign staff to design, evaluate and monitor the performance of the integrated service system to accomplish the mission of the Collaborative;
4. Participate in programs and projects operated by the Collaborative;
5. Assign eligible staff to participate in the Location Collaborative Time Study under the terms and conditions agreed to between the County and the Minnesota Department of Human Services and contribute earnings to the Integrated Fund;
6. Submit financial reports to the Fiscal Manager as requested to comply with state and federal funding guidelines;
7. Contribute all agreed-upon funds to the Integrated Fund; and
8. Report in-kind contributions to the Integrated Fund.

Section 6. Collaborative Finances and Integrated Fund.

- A. The parties agree to establish an integrated fund for the purpose of meeting the objectives of the collaborative, financing individualized care plans and increasing the flexibility of funding resources. The integrated fund will be used to support interventions, services and programs for children and families in Otter Tail County.
- B. In order to be a member of the Collaborative, each party must pay cash and/or in-kind services into the Collaborative. The integrated fund will be administered by the Accounting Department of the Otter Tail County Department of Human Services, which is subject to an annual audit by the Office of the State Auditor.

Section 7. Personnel.

The Collaborative does not hire employees, but may contract for services. Any personnel needed will be employees of the various parties to the Collaborative or of the agencies with which it contracts.

Section 8. Data Practices.

All parties agree to implement 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 Chapter 13.

Section 9. Insurance and Indemnification.

- A. Indemnification:** Each party shall be liable for its own acts to the extent provided by law and hereby agrees to indemnify, hold harmless and defend the others for any and all liability arising out of any act or omission of the party, its agents or employees.
- B. Insurance:** Each party agrees that in order to protect itself and the other parties under the indemnity provision set forth above, that it will at all times while a member of the Collaborative keep in force policies of insurance, or an adequately funded program of self-insurance, the minimum amounts of which shall not be less than the limits of liability established for local units of government in Section 466.04 of the Minnesota Statutes.

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 Executive Council in writing of the nature of the dispute and request the Council to hear the dispute at its next 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 Executive Council shall take the matter under advisement, and at its following 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 Collaborative will be a separate party to the mediation. The cost of mediation will be equally divided among grieving Parties.
 5. Step Five: The grieving Parties will submit the dispute to binding arbitration. The cost of arbitration will be equally divided among grieving Parties.

6. Step Six: Upon resolution of the dispute, a joint communication will be issued to all affected Parties.

Contracts between the Collaborative and service providers must include dispute resolution provisions whenever feasible.

- B. Parties agree that families receiving services or supports from the Parties are key decision makers in all actions and decisions regarding their children. Therefore each Party will maintain dispute resolution protocols for families receiving services or supports. Nothing in these protocols will restrict 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.

This agreement may be amended only by the agreement of two-thirds of the participating parties. Notice of any proposed amendment must be provided in writing to all participating parties who shall then indicate in writing their approval or disapproval of the proposed amendment.

Section 13. Membership in the Collaborative.

- A. Members may join the Collaborative at any time by resolution of its governing board and signing this Agreement.
- B. Any Party may withdraw from the Agreement by passage of a resolution by its governing board declaring its intent to withdraw. A Party exercising its option to withdraw shall remain liable for financial obligations incurred prior to its withdrawal, and shall not be entitled to a refund of contributions made to the Integrated Fund.
- C. Notwithstanding Parties' authority to withdraw, this Agreement and the Board and Council 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 a 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's debts and liabilities, settling its affairs, and disposing of Integrated Fund assets, if any.

Section 14. 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 force and effect of law, such decision shall not affect the remaining portions of this agreement.

Section 15. Disposal of Surplus Funds.

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 in a manner to best accomplish the continuing purposes of the Collaborative. As provided by law, any surplus moneys will be returned to the Parties in proportion to contributions of the Parties after the purpose of this Agreement has been completed.

Section 16. Access to Books and Records.

In accordance with Minnesota Statutes §16B.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 documents for three years following termination of this Agreement.

Section 17. Effective Date.

This agreement shall be effective when adopted by those parties necessary to establish a collaborative pursuant to Section 121.8355 of the Minnesota Statutes. This agreement shall remain in force so long as there are parties to the Collaborative as required by Minnesota Statutes or unless otherwise amended or rescinded.

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

- _____, Battle Lake ISD #542
- _____, Child Care Resource & Referral
- _____, Community Youth Partners
- _____, Fergus Falls Area Special Ed Coop #935
- _____, Fergus Falls ISD #544
- _____, Freshwater Education District
- _____, Henning ISD #545
- _____, Lakeland Mental Health Center
- _____, Lakes Country Service Cooperative
- _____, Lakes Country Community Resources, Inc.
- _____, Lutheran Social Services
- _____, New York Mills ISD #553
- _____, Otter Tail County Human Services Board
- _____, Otter Tail-Wadena Community Action Council
- _____, Parkers Prairie ISD #547
- _____, Peaceful Solutions
- _____, Pelican Rapids ISD #548
- _____, Perham-Dent ISD #549
- _____, Productive Alternatives, Inc.
- _____, Professional Association of Treatment Homes
- _____, The Village Family Service Center
- _____, Underwood ISD #550
- _____, United Way of Otter Tail County
- _____, Wadena-Deer Creek ISD #2155
- _____, Otter Tail County Court Services
- _____, Otter Tail County Human Services
- _____, Otter Tail County Public Health
- _____, U of M Extension Services, Otter Tail County
- _____, Region 4 Domestic Violence
- _____, Permanent Family Resource Center

Governance Agreement of the Otter Tail Family Services Collaborative

Signatures Cont.

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

_____, Tran\$EM _____(date)

_____, Northern Connections _____(date)

_____, _____(date)

_____, _____(date)

_____, _____(date)

_____, _____(date)