

# Chisago County Interagency Children's Services Collaborative Agreement

This Agreement, and amendments and supplements thereto, is between the County of Chisago, Lakes and Pines Community Action Council, Chisago Lakes Area Schools, North Branch Public Schools and Rush City Public Schools, hereinafter referred to as the "Collaborative".

WHEREAS, it is felt by the Collaborative that certain services can best be delivered through collaborative efforts, and

WHEREAS, the Collaborative, pursuant to Minnesota Statutes 124D.23, Family Services and Community-Based Collaboratives and/or Minnesota Statutes 245.491 to 245.495 for Children's Mental Health Collaboratives are authorized to enter into collaborative relationships to establish integrated children's service systems;

NOW THEREFORE, it is agreed:

## **1. ESTABLISHMENT OF A COLLABORATIVE**

That hereby there is established a service Collaborative to be known as the Chisago County Interagency Children's Services Collaborative. The Collaborative shall not function as a service provider but shall operate between existing agencies to coordinate their supports, interventions and services. The Collaborative shall not replace existing agencies but shall organize relationships among them.

## **2. PURPOSE OF COLLABORATIVE**

The purposes of the Collaborative shall be to:

- a. Broaden the geographical and political base for planning and administering children and family services.
- b. Coordinate and guide the orderly growth of services, technology, staff, transportation, facilities and legislation.
- c. Provide a forum for issue and conflict resolution through respectful interaction.
- d. Develop a common vision and goals and to use the Collaboratives institutional power to achieve them.
- e. Develop comprehensive community profiles that establish baseline indicators showing how well children and families are faring, how well services are meeting family needs and where gaps in services exist.
- f. Defer to an appropriate time the creation of special or new governmental units.

### **3. ACCOMPLISHMENT OF PURPOSE**

The general purpose shall be accomplished by the:

- a. Creation of a Chisago County Children's Cabinet, which may on behalf of the Collaborative and through a designated Fiscal Host, apply for, receive and administer integrated funding and exercise its authority in such a way as to accomplish the purpose of this Agreement as set forth in Section 2. The care, management and control of the Collaborative shall be vested in the Chisago County Children's Cabinet. The Chisago County Children's Cabinet shall establish and adopt By-Laws to manage the operation of the Collaborative.
- b. The development of Collaborative Service Plans that formally organize interagency collaborative services.
- c. The development of an organizational structure for interagency service delivery based on interagency service planning committees and respective procedural manuals.

### **4. ORGANIZATION OF THE CHISAGO COUNTY CHILDREN'S CABINET**

The Chisago County Children's Cabinet shall manage the ongoing business of the Collaborative and shall consist of the following voting members:

- a. Director, Chisago County Department of Health and Human Services
- b. Director, Chisago County Court Services
- c. Director, Lakes and Pines Community Action Council
- d. Superintendent, Chisago Lakes School District
- e. Superintendent, North Branch School District
- f. Superintendent, Rush City School District
- g. Executive Director, St. Croix River Education District
- h. Early Learning Representative
- i. Mental Health Services Representative

The Early Learning Representative and the Mental Health Services Representative will be for a minimum five-year term (no maximum term limits) at which time application/re-application will need to be made to the Chisago County Children's Cabinet and majority consent required for approval.

### **5. POWERS AND RESPONSIBILITIES OF THE CHISAGO COUNTY CHILDREN'S CABINET**

The Chisago County Children's Cabinet is empowered to act, under the authority of each member's governing body, in the interest of Collaborative members and to provide for a thorough and continuing system of reporting and communication.

- a. The Chisago County Children's Cabinet may, through its designated Fiscal Host:
  - 1) Apply for and receive integrated funds for which it is eligible.

- 2) Recommend the employment of professional and other personnel as the need arises, either on the basis of permanent employment through contractual agreements or in a temporary or consultative capacity, but only to the extent that funds have been made available to it for that purpose.
- b. The Chisago County Children's Cabinet shall establish and adopt a Collaborative Service Plan for the operation of each service supported with integrated funds. Service Plans shall be initiated by the action of the Chisago County Children's Cabinet and, as appropriate, may contain but need not be limited to:
  - 1) The name of the service and the date the Collaborative Service Plan was initiated;
  - 2) A statement of the need for the service, how the need was determined and the projected cost benefits;
  - 3) The relevant regulatory and/or legal mandates this Collaborative Service plan will address;
  - 4) A description of the service, the current service populations and a description of the expected outputs and products;
  - 5) The long-term expected outcomes, the key indicators used to measure those outcomes, the method and timeline by which the service will be evaluated and outcomes reported;
  - 6) A description of the responsibilities of the fiscal host of the Collaborative Service Plan and/or the purchasing districts/agencies;
  - 7) A description of the organizational structure that will provide for interagency involvement in Collaborative Service Plan implementation;
  - 8) An estimated line item budget with sources of revenues and the method by which costs will be determined;
  - 9) A job description and a description of conditions of employment for all staff delivering the service; and
  - 10) Short-term (annual) service goals.
- c. The Chisago County Children's Cabinet shall annually formulate a preliminary integrated funds budget by its March meeting and approve a final budget by its last scheduled meeting of the fiscal year. The budget shall include line item budgets for the administration and operation of the Collaborative and services provided by the Collaborative through its fiscal host.
- d. No member shall be committed to the expenditure of any local funds without its approval.
- e. The Chisago County Children's Cabinet shall establish and adopt fiscal, personnel and other policies to govern the implementation of Collaborative Service Plans supported with integrated funds as well as those Collaborative Service Plans developed by Collaborative members.

- f. The Chisago County Children's Cabinet shall annually report to Collaborative Members governing boards regarding interagency services.
- g. The Chisago County Children's Cabinet shall maintain and submit to the State of Minnesota or to the Fiscal Agent, as requested, all documents and reports necessary to meet the reporting requirements of the LCTS. The Chisago County Children's Cabinet shall oversee the preparation and distribute to all Collaborative members periodic reports on its activities, specifically on allocations and expenditures of LCTS revenues.
- h. The Chisago County Children's Cabinet shall develop and approve for implementation, formal Interagency Procedural Agreements and establish related Interagency Planning Committees that provide written procedures for dispute resolution, problem solving and communication.
- i. The Chisago County Children's Cabinet shall develop procedures to insure that consumers are represented in service planning and implementation.
- j. The Chisago County Children's Cabinet may establish from time to time rules of procedure governing internal matters such as meeting schedules, notices, quorums, voting, and rules of order, and such other policies and rules as it may deem advisable and which are not inconsistent with this Agreement or applicable law.

## **6. ADDITION OF COLLABORATIVE MEMBERS**

Any service unit may become a Collaborative member upon application to the Chisago County Children's Cabinet, majority consent of the current Collaborative members and subscription to the Agreement. Membership shall become effective on the date of subscription to this Agreement.

## **7. EX-OFFICIO MEMBER IN THE COLLABORATIVE**

Any service unit may become an ex-officio member of this Collaborative upon application to the Chisago County Children's Cabinet and majority consent of the Cabinet. Ex-officio members do not have voting power. Ex-Officio status shall entitle members to agendas, minutes and participation in any Collaborative function. The Collaborative shall consist of the following ex-officio members:

- a. Chisago County Attorney

## **8. POWERS AND RESPONSIBILITIES OF THE FISCAL HOST**

The Chisago County Department of Health and Human Services has agreed to serve as fiscal agent (hereinafter referred to in such capacity as the "Fiscal Agent") for the Collaborative, in accordance with the requirements of the LCTS as follows:

- a. By serving as the fiscal liaison between all Collaborative members and the Minnesota Department of Human Services.

- b. By reviewing cost reports from the Collaborative members.
- c. By establishing and maintaining reports on the expenditures for all LCTS spending by the Collaborative.
- d. By maintaining records, accepting receipts, disbursing funds and filing all claims for reimbursement in accordance with the integrated funds budget as approved by the Chisago County Children's Cabinet.
- e. By applying for, receiving and administering integrated funds as authorized by the Chisago County Children's Cabinet.
- f. By submitting to the Minnesota Department of Human Services and to the federal government all data, reports and documents required regarding LCTS funds, in such forms and at times as the Minnesota Department of Human Services or the federal government may request, with copies to the Chisago County Children's Cabinet.
- g. By establishing and maintaining a financial recordkeeping system from which an annual financial audit may be derived.

#### **9. COMMITMENT TO ESTABLISH BASE LEVEL OF EXPENDITURES**

The Collaborative members acknowledge that the terms of the LCTS require that LCTS revenue be used to develop or expand prevention, early intervention, and mental health services to children and families, and cannot be used to supplant or replace certain other revenues or fund out-of-home placements. Therefore, each of the Collaborative members agrees to participate in establishing a base level of expenditures on programs involving prevention, early intervention, and mental health services to children and families, for the purpose of and to the extent necessary to comply with this requirement.

#### **10. DISALLOWANCES, SANCTIONS AND AUDIT EXCEPTIONS**

The Collaborative members understand and agree that the Fiscal Agent may be liable to the State of Minnesota for any disallowance, sanction or audit exception attributable to the Collaborative or to a Collaborative member, including federal fiscal disallowances or sanctions based upon the Collaborative's implementation of the LCTS or a statewide random sample, or based upon the failure of the Collaborative or a Collaborative member to report any date or expenditures in a timely manner.

Therefore, each of the Collaborative members agree to reimburse the Fiscal Agent for any repayments the Fiscal Agent must make to the State of Minnesota that are attributable to said Collaborative member, or constitute said Collaborative member's pro rata share of any generic disallowance (I.E., a statewide disallowance not attributable to the action of any specific organization or entity) imposed on the Fiscal Agent by the state or federal government relating to the LCTS.

Each Collaborative member further agrees that the Fiscal Agent may withhold or deduct from any future payment to said Collaborative member the amount of the repayment due from said Collaborative member. If such withholding is not available or not feasible, the Fiscal Agent shall give written notice to said Collaborative member of the disallowance and payment due, and the Collaborative member shall repay the Fiscal Agent within thirty (30) days of such notice. Each of the Collaborative members agree to assist in any fact-finding proceeding initiated by the Fiscal Agent or the state or federal government relating to the LCTS.

#### **11. COMMITMENT OF STAFF AND RESOURCES**

Each of the Collaborative members shall assign staff and other resources to the development and advancement of the LCTS in such form and amounts and at such times as the Collaborative members may mutually agree.

#### **12. LCTS COORDINATOR**

The LCTS Coordinator shall be responsible for training, implementation of the LCTS, and ongoing participation of the Collaborative members. The LCTS Coordinator shall serve as the primary contact between the Minnesota Department of Human Services and the Collaborative members for general aspects of the LCTS. The LCTS Coordinator's supervising employer shall consult with the Chisago County Children's Cabinet to provide direction and supervision to the LCTS Coordinator. In the event that the current LCTS Coordinator ceases to serve as such during the term hereof, the Collaborative members shall jointly be responsible for staffing this position and the Collaborative as needed.

#### **13. DATA PRACTICES AND PROCEDURES**

All members 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, Section 13 and/or any other applicable state or federal laws. Members further agree to establish practices for student data that conform to the federal Family Education Rights and Privacy Act of 1974 (FERPA).

#### **14. INSURANCE AND INDEMNIFICATION**

- a. Each member 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 member, its agents,

- servants, employees or volunteers, in the execution, performance, or failure to adequately perform its obligations pursuant to this Agreement.
- b. Each member shall include protection for 1) worker's compensation, and 2) property and casualty including: general liability, errors and omissions, professional liability, auto liability and product liability.
  - c. Covered members shall include any individual engaged in the activities of the Collaborative including but not limited to: signatories to the governance agreement; members of the governing board or any advisory committee, council or task force; staff employed by a member of the Collaborative.
  - d. It is understood and agreed that the liability shall be limited by the provisions of Minn. Stat. Ch. 466 (Tort Liability, Political Subdivisions) and other applicable law and that such liability limits shall apply to any and all signatories to this Agreement and to any and all individuals while performing duties for the Collaborative.
  - e. Members agree not to waive the provisions of this section.

#### **15. WITHDRAWAL AND TERMINATION**

- a. Any member 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 the resolution and receipt of that resolution by the Chisago County Children's Cabinet.
- b. Where a member exercises its option to withdraw, the withdrawing member 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 member shall not be entitled to a refund of contributions made to the Integrated Fund or other fees paid to operate the Collaborative.
- d. Notwithstanding member's authority to withdraw, this Agreement and the Chisago County Children's Cabinet shall continue in force until all participating members mutually agree to terminate this Agreement by joint resolution of the members, or until necessitated by law or decision of a court of competent jurisdiction. After the effective date of termination, the Chisago County Children's Cabinet 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.

#### **16. 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 Chisago County Children's Cabinet 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 members in proportion to contributions of the members after the purpose of the Agreement has been completed.

#### **17. TERM OF AGREEMENT AND AMENDMENTS**

This Agreement shall be effective on January 1, 2017, or upon the date the final required signature is obtained, whichever occurs later and shall remain in effect until December 31, 2021.

A majority of the Chisago County Children's Cabinet may recommend amendments to this Agreement. Notice of any proposed amendment must be provided in writing to all participating members at least thirty days in advance of the Chisago County Children's Cabinet meeting prior to the effective date of the proposed amendment.

#### **18. 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.

#### **19. MEDIATION OF DISPUTES**

In the event of a dispute between parties to this Agreement concerning the subject matter hereof that cannot be resolved by the parties themselves or the Collaborative in a timely manner, the parties shall attempt to resolve the dispute through mediation pursuant to the Minnesota Civil Mediation Act, Minn. Stat 572.31 et seq.

#### **20. ACCESS TO BOOKS AND RECORDS**

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

**IN WITNESS WHEREOF**, this Agreement is entered into by the action of the governing body of each member and in attestation thereof, this instrument is signed in their respective names by their respective Governing Boards.

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Chisago County Board of Commissioners

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Date

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Chisago County Health & Human Services Director

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Date

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Chisago County Court Services Director

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Date

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Lakes and Pines Community Action Council

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Date

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District #2144, Chisago Lakes

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Date

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District #138, North Branch

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Date

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District #139, Rush City

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Date

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Executive Director, SCRED

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Date

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Early Learning Representative

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Date

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Mental Health Services Representative

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Date

Approved as to Form:

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Chisago County Attorney

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Date

## DEFINITION OF TERMS

**Children** – Those children not graduated from a high school and eligible for services delivered by one of the Collaborative members.

**Chisago County Children's Cabinet** – The management unit of the Collaborative.

**Collaborative Services** – Those services shared by two or more members and implemented under an approved Collaborative Service Plan.

**Collaborative Service Plan** – A written description of a collaborative service between two or more members.

**Collaborative Service Staff** – Those persons who manage and/or implement an approved Interagency Service Plan.

**Fiscal Host** – The one member among the Collaborative members which the Chisago County Children's Cabinet appoints and acting in the name of the Chisago County Children's Cabinet, and with permission of its Governing Board, manages the fiscal affairs of the Collaborative.

**Fiscal Year** – That period which begins on July 1 of the calendar year and ends on June 30 of the following calendar year.

**Integrated Fund** – Those funds generated by the Local Collaborative Time Study, the grant monies funding the two Family Collaboratives and the federal dollars flowed to the Interagency Early Intervention Committee (IEIC) and other monies agreed upon by the Children's Cabinet.

**Member** – a signatory to this agreement

**Ex-officio Member** – A non-voting member.

**Service Unit** – Any agency, either public or private, that provides services to children and their families in Chisago County.