

**CLAY COUNTY COLLABORATIVE
BYLAWS
AMENDED November 19, 2014**

Article 1 Name

Clay County Collaborative (hereafter referred to as the Collaborative).

Article 2 Mailing Address

The Collaborative's mailing address shall be 715 11th St. N., Moorhead, MN 56560.

Article 3 Mission, Vision, Core Values

Mission

*Our mission is to work in partnership and collaboration to empower
and provide opportunities for children and families.*

Vision

"Successful Partnerships building Successful Families"

Core Values

- We care about children and families
- We believe in collaboration and partnership
- We believe in early prevention, identification and intervention
- We believe in strength-based, family-centered services
- We believe in partnering with and supporting families
- We believe in accessible services
- We value education and training

Article 4 Membership

Eligibility: Any agency, nonprofit organization and/or subdivision of local government that delivers human services to children and families can be a Partner Organization in the Collaborative as well as parent/consumer representatives representing interagency partners and system work groups. For-profit organizations and other interested community organizations that provide services to children and families may be ex officio members with no voting rights.

4.1 Roles and responsibilities: Each Partner Organization is responsible for:

- Monitoring the success of their clients engaged in integrated service delivery and for sustained efforts by their own direct service and program staff,
- Responding to the recommendations of their program staff regarding changes in procedures which will promote better service,
- Contributing to the Collaborative's integrated fund.

Article 5 Collaborative Structure

5.1 Governance Board

A. Role: To serve as the legal authority for the Collaborative

B. Duties and Responsibilities

1. Develop an operating budget.
2. Expend funds as outlined in the approved operating budget.
3. Oversee the integrated fund.
4. Select a fiscal agent.
5. Provide oversight on contracts and contracted work including contracts for LCTS coordination and Collaborative coordination.
6. Oversee development of program outcome measures provided by work groups

and review quarterly.

7. Determine the integrated fund contributions from each Partner Organization.
8. Approve the overall direction of the Collaborative programming as proposed by work groups and recommended by the Administrative Group,
9. Amend Agreement and/or Bylaws by majority vote

C. Membership

The Governance Board shall be composed of the mandated partners of the Collaborative include: A Clay County Commissioner; a Clay County Public Health representative; a representative of public school district within the county; a representative from Lakes and Prairies Community Action Partnership, Inc., the federal grantee for the Head Start Program; a mental health professional who serves children and families in the county, a Clay County Court Services/Department of Corrections representative and a parent/consumer who is participating in the Collaborative. Other members include a parent/consumer representing interagency partners and systems work groups; representative from the governing board of each of the Collaborative partners, liaison from the Planning, Problem Solving, Advising Group.

D. Meetings

The Governance Board shall meet up to four times per fiscal year at a time and date determined by the Board. The annual meeting will be scheduled during the fourth quarter of the fiscal year. All meetings of the Collaborative Governance Board shall be conducted in a manner that is consistent with Minnesota Open Meeting Law and amendments thereto.

E. Quorum

A quorum of the Governance Board is necessary to conduct business and is defined as: representatives of four (4) of the seven (7) mandated partners. The mandated partners include: a Clay County Commissioner; a Clay County Public Health representative, a representative of a public school district within Clay County; a Board member of Lakes and Prairies Community Acton Partnership, Inc., the federal grantee for the Head Start Program; a Mental Health Professional who services children and families in Clay County; a Clay County Court Services/Department of Corrections representative; and a Clay County Consumer/parent who is a participating partner of the Collaborative.

F. Voting

Each Governance Board member shall have one vote. Proxy voting shall not be permitted. An alternate member, designated by each Partner Organization, when acting in the absence of a Governance Board member, shall have all rights and privileges of a Governance Board member including a vote in the determination of all issues.

G. Communication

The Governance Board shall provide the minutes of its meetings, financial statements, and copy of audits to the Partner Organizations. It shall annually inform participating Partner Organizations about its anticipated revenues and expenses for the coming year in sufficient time for consideration in the budget process by the Partner Organizations.

H. Consumer/parent representatives serving on the Governance Board will be provided

with a per diem as available.

I. Officers

At the annual meeting, the Governance Board shall caucus by sector to select representatives and alternates to the Board of Directors. This group of sector representatives shall decide among themselves who will serve in each of the following offices:

1. Chairperson: Duties of the Chairperson shall be to:
 - o Preside at meetings of the Governance Board,
 - o Appoint members to committees,
 - o Present information for Governance Board action,
 - o Execute action necessary to meet the goals and objectives of the Collaborative, and
 - o Sign contracts with independent contractors.
2. Vice Chairperson: Duties of the Vice Chairperson shall be to:
 - o Assume all responsibilities of the Chairperson in his/her absence or inability to fulfill his/her duties.
3. The Governance Board may establish other offices as deemed necessary.

5.2 Planning, Problem Solving, Advising Group

- A. Role: To oversee the purpose and intent of the Collaborative which is to oversee the development of an integrated service system which coordinates services for children birth to age 18 with an emotional or behavioral disturbance or who are at risk of developing an emotional or behavioral disorder and for individuals with disabilities age birth to 21.
- B. Duties and Responsibilities
1. Authorize the establishment of work groups as needed to address identified gaps in services,
 2. Remove barriers to collaboration, service integration, and systems change within their organizations,
 3. Ensure communication and collaboration is valued and implemented across the Collaborative and community partners,
 4. To learn about new programs and services within the county
 5. Provide input and/or identify potential solutions to gaps and needs identified by the Collaborative work groups/partners
 6. Advise policy makers about the need to remove barriers to collaborative service integration and coordination
 7. Review updates on collaborative work and provide input on the work of the systems work groups.
 8. Ensure that all possible children are identified for LCTS purposes
 9. Identify gaps in service and design programming to fill the gaps and/or recommend to the Governance Board how the gaps might be filled by partnering organizations.
- C. Membership
- The Planning, Problem Solving, Advising Group shall be composed of agency directors, administrators or executive directors/officers of Partner Organizations as well as parent/consumer representatives. Representatives from additional community

agencies that serve Clay County families and youth may be invited to attend meetings and become Collaborative partners.

D. Voting and Quorum

Each Administrative Group member shall have one vote. A simple majority of members present shall be able to approve any business on the day's agenda.

E. Officers

Sector representatives shall annually select from their ranks a Chairperson and a Vice Chairperson shall be selected during the annual meeting.

1. Chairperson: Duties of the Chairperson shall be to:

- o Set the meeting agenda in cooperation with the Collaborative Coordinator,
- o Facilitate all meetings of the Planning, Problem Solving, Advising Group,
- o Sign the Collaborative Coordinator's invoice for contract fee payment,
- o Appoint committee members as necessary, and
- o Audit the petty cash used to pay parent stipends at least twice per fiscal year.

2. Vice Chairperson: Duties of the Vice Chairperson shall be to:

- o Assume all responsibilities of the Chairperson in his/her absence or inability to fulfill his/her duties.

3. The Planning, Problem Solving, Advising Group may establish other offices as it deems necessary.

F. Meetings will be held as often as necessary to conduct the business of the Collaborative, a minimum of six times per year.

G. Consumer/parent representatives serving on the Planning, Problem Solving, Advising Group will be provided with a per diem as available.

5.3 Work Groups

A. Role: To work with families and providers to design programming which fills identified gaps in services and/or leads to systems change that benefits children and their families.

B. Duties and Responsibilities

1. Plan, implement, supervise, and evaluate Collaborative projects and project staff,
2. Discuss system coordination,
3. Recommend changes to system delivery and design, assessment of systems of care and where appropriate, implementation of legislative/regulatory requirements to the Planning, Problem Solving, Advising Group,
4. Advise the Planning, Problem Solving, Advising Group, about the need to remove barriers to collaborative service integration and coordination,
5. Work effectively with parents to recruit, support and orient parents to serve on Collaborative work groups and boards,
6. Identify gaps in service and design programming to fill the gaps and/or recommend to the Planning, Problem Solving, Advising Group how the gaps might be filled by Partner Organizations,

C. Membership

1. Direct service staff and managers from partnering agencies

- 2. Consumers/parents representing children in the targeted population served by a system of care, a project, and/or interagency groups, (i.e. IEIC, LAC, CTIC)
 - 3. Representatives from community organizations (non-partnering agencies) and interested community members.
- D. Meetings of the Work Groups shall be held as needed, at a minimum of four times per year.
 - E. Consumer/parent representatives serving on the work groups will be provided with a per diem as available.

5.4 Collaborative Coordinator

- A. Role: to provide day-to-day management of the Collaborative’s activities.
- B. The Coordinator shall be an independent contractor selected by and approved by the Governance Board.

5.5 LCTS Coordinator:

- A. Role: provide oversight of the LCTS process and programming, training of partnering organizations involved in random moments, provide reports to the Governance Board
- B. The Coordinator shall be an independent contractor selected by and approved by the Governance Board.

Article 6 Collaboration with Ongoing Projects and Initiatives

- 6.1 The Clay County Collaborative shall seek to improve coordination with existing Collaboratives and/or future initiatives that may be related to its mission within the County.
- 6.2 Partner organizations in the Clay County Collaborative shall work to facilitate the sharing of consumer information when necessary in a manner that is consistent with all relevant data privacy regulations.
- 6.3 A commitment to the Local Collaborative Time Study Formal Agreement for the following calendar year shall be secured by June 30th of each year.
- 6.4 The Collaborative will share any liability bestowed upon the Social Services Agency as a result of making IV-E Candidacy eligibility determinations.

Article 7 Amendments to the Bylaws

- 7.1 Amendments to the Bylaws may be proposed in writing with no less than thirty (30) days’ notice to all Partner Organizations.
- 7.2 Amendments to the Bylaws will require an affirmative vote of the majority of the members voting at the Governance Board meeting or in writing via the mail or email prior to the Governance Board meeting.
- 7.3 Amended Bylaws take effect after this vote.

Article 8 Annual Meeting and Fiscal Year

- 8.1 The time and date of the annual meeting of the Governance Board shall be held in the fourth quarter of the fiscal year
- 8.1 The Collaborative fiscal year will be July 1 – June 30.

Article 9 Financial matters

- 9.1 Partnership fees
 - A. Partner Organizations except for Clay County will commit a minimum of \$100 annually. Clay County will commit a minimum of \$250 annually. Consumers/Parents have no financial obligation to the integrated fund.
 - B. Partnership fees should be received in the first quarter of the fiscal year.

- 9.2 Grant funds

Collaborative grant funds may be allocated to Partner Organizations by the Governance Board for the purpose of carrying out approved Collaborative projects and programs.

- 9.3 Other funding

Any funding received by the Collaborative for which expenditure guidelines have not been clearly identified must be approved by a quorum of the Governance Board

- 9.4 Fiscal host
 - A. The Governance Board shall designate a Partner Organization to serve as fiscal host for the Collaborative.
 - B. The fiscal host shall be responsible for the safekeeping of Collaborative funds.
 - C. The fiscal host shall ensure the accountability of all funds and the accurate reporting of all receipts and disbursements.

- 9.5 All sales and purchases made by the Collaborative shall be in conformance with the procurement procedures and practices applied by the fiscal agent and shall be approved for payment if within the approved budget parameters.