



**CLAY COUNTY COLLABORATIVE
AGREEMENT
AMENDED
September 6, 2018**

This Collaborative Agreement made and entered into this 4th Day of March 1997, and amended on 15 December 1999, 16-21 May 2003, August 2003, 17 November 2004, 30 November 2005, 4 October 2006 and 6 September 2018 by and between Clay County, Minnesota, Clay County Public Schools, Cities, and Non-profit and other Partners as set out in this Agreement in Section 2 collectively referred to as “Partner Organizations” is as follows:

WHEREAS, there is a recognized need for coordinated planning and integration of service systems for children and families in Clay County; and

WHEREAS, Minnesota Statute Section 124D.23 provides for the establishment of a Family Services Collaborative to provide services designed to enhance opportunities for children or youth to improve child health and development, reduce barriers to adequate school performance, improve family functioning, provide community service, enhance self-esteem and develop general employment skills; and

WHEREAS, Minnesota Statute Section 245.491 to 245.495 provides for the establishment of a Children’s Mental Health Collaborative to provide for the establishment of a local system of care including mental health services, social services, correctional services, educational services, health services, and vocational services for the purposes of developing and governing an integrated service system; and

WHEREAS, Minnesota Statutes Section 125A.023 and 125A.027 provide for the establishment of an interagency governance structure to coordinate local services for children with disabilities through the Interagency Services for Children with Disabilities ACT; and

WHEREAS, the Partner Organizations desire to make such services readily available to their residents in conformance with the provisions of Minnesota 124D.23; and

WHEREAS, the Partner Organizations recognize that such services can be appropriately financed, supported and managed by a multi-organization joint venture;

NOW THEREFORE, in consideration of the mutual agreements set forth herein and pursuant to the foregoing and to Minnesota Statutes Section 471.59, the Partner Organizations, do hereby establish the Clay County Collaborative; hereinafter referred to as the Collaborative; having the composition, powers, and duties provided in this Agreement as follows:

SECTION 1 PURPOSE

Partner Organizations enter into this Agreement for the purpose of improving the social, emotional, educational, and economic outcomes of Clay County children, adolescents and their families by mitigating risk factors and enhancing protective factors. Partner Organizations come together in the Collaborative to create an integrated service delivery system for children, adolescents, and their families with multiple and special needs. 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, standard setting, and outcome evaluation. The Collaborative shall carry out its duties as required in Minnesota Statute Section 124D.23 Subdivision 2, Section 125A.023, and Section 245.293 Subdivision 2.

- A. Clay County Collaborative 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

B. Clay County Collaborative Vision:
“Successful partnerships building successful families “

C. Clay County Collaborative Mission Statement:
“Our mission is to work in partnership and collaboration to empower and provide opportunities for children and families.”

SECTION 2 MEMBERSHIP

A. Membership in the Collaborative shall consist of Partner Organizations mandated by State Statutes (Clay County, a Clay County Public School District, a federal grantee for the Head Start Program in Clay County, a Mental Health Professional who serves children and families in Clay County, Clay County Court Services/Department of Corrections, Clay County Public Health, and Consumers/parents of children with special needs who are participating partners of the Collaborative and residents of Clay County) as well as other non-profit and other Partner Organizations which serve the Collaborative’s target population in Clay County.

B. New members may join the Collaborative at any time by resolution of the Governance Board, signing this Agreement, and payment of partnership fees.

C. Partner Organizations of the Collaborative are expected to be an active participant in the Collaborative’s work and its decision-making process. Partner Organizations are required to assign a staff or Board member from their organization to each level of the Collaborative’s operating structure as determined by their programming and service focus. Assigned staff representing the organization have a duty to attend assigned work meetings on an active basis, participating in the discussion and determine how best they can assist the Collaborative in

fulfilling their identified goals. Partner Organizations receiving funding from the Collaborative, when required will submit all data, invoices, and reports on a quarterly or biannual. Partner organizations will receive a Semi-Annual Report after receipt of a signed contract.

SECTION 3 THE COLLABORATIVE'S DECISION-MAKING BODIES

A. COLLABORATIVE GOVERNANCE BOARD

The legal authority of the Collaborative shall be exercised by the Collaborative Governance Board as set forth under Minnesota Statute 471.59 and as necessary in the creation and operation of a Family Services Collaboration provided under Minnesota Statute Section 124D.23, Children's Mental Health Collaborative as provided for under Minnesota Statute Sections 125A.023 and 125A.027 and as provided for by this Clay County Collaborative Agreement and Bylaws.

The Governance Board shall exercise revenue authority. This Agreement authorizes the Clay County Collaborative to receive and expend any funds received from Partner Organizations, from the State of Minnesota, and from any other lawful source, including any governmental source, gifts, or donations in order to fulfill the purposes and mission as described in this Agreement.

The Governance Board shall approve the collaborative plan which describes how the Collaborative will carry out its duties and implement the integrated local services delivery system required by the governing statutes.

The Governance Board shall be composed of a representative and an alternate from the governing group/board/counsel/commission of each Partner Organization as well as parent/consumer representatives.

B. ADMINISTRATIVE GROUP

Responsibility for the design of and policy oversight for the integrated service system to be operated by the Collaborative shall reside in the Administrative Group. The Administrative Group shall be composed of agency directors, administrators or executive directors/officers of Partner Organizations as well as parent/consumer representatives.

C. WORK GROUPS

Work Groups shall work with families to identify and design programming which fills gaps in services and/or leads to systems change that benefits children and their families. The Work Groups shall be composed of supervisors and direct service providers from Partner Organizations, as well as, parent/consumer representatives and interested community members.

D. COLLABORATIVE COORDINATOR

Operational authority shall reside in the Collaborative Coordinator. Operational authority is defined as the day-to-day management of the Collaborative's activities. The Coordinator shall be an independent contractor selected by and supervised by the Governance Board.

E. OTHER CONTRACTORS

Other independent contractors may be hired by the Governance Board for specific purposes within the organization.

SECTION 4 BYLAWS & OPERATING POLICIES AND PROCEDURES

The Collaborative Governance Board shall adopt Bylaws which shall provide for the operation and administration of the Collaborative. The Governance Board may adopt Operating Policies and Procedures to direct and document the specific activities of the Collaborative.

SECTION 5 COLLABORATIVE FINANCES AND INTEGRATED FUND

A. The Partner Organizations agree to establish an integrated fund for the purpose of meeting the objectives of the Collaborative and increasing the flexibility of funding sources. The integrated fund will be used to support interventions, services and programs for children and families in Clay County.

B. The integrated fund shall be under the direct control of the Governance Board and shall be under the supervision of the Governance Board, by a Fiscal Agent selected and approved by the Governance Board.

C. Partner Organizations will pay an annual partnership fee to the integrated fund. The annual partnership fee will be set by the Governance Board. Consumers/Parents have no financial obligation to the integrated fund.

D. In-kind contributions and approved grants shall also be committed to the integrated fund by Partner Organizations in conformance with the provision of Minnesota Statute Chapter 124D.23 Subdivision 6.

E. Funding policies, approved by the Governance Board and communicated to Partner Organizations through the Collaborative handbook will provide the foundation and mechanism for which Local Collaborative Time Study (LCTS) and Integrated funds are distributed. No agency outside of the Partnering Organizations will be allowed to access LCTS and Integrated Funds. The LCTS is Minnesota’s federally-approved claiming mechanism for Medicaid (MA) and Title IV-E administrative reimbursement for Minnesota’s Family Service and Children’s Mental Health collaboratives. The three types of public entities that participate in this project are eligible public school districts, county public health agencies and correction agencies. Reimbursement is earned by staff in public school districts, public health, and correction agencies for eligible activities they perform to assist the state in administration of the MA and Title IV-E state plans. LCTS funds received by collaboratives have been designated by state statute for use in the expansion of early intervention and prevention services in Minnesota communities. The Department of Human Services (DHS) disburses MA and Title IV-E reimbursement claimed through the LCTS to county social service agencies who, in turn must transfer the funds to the integrated fund of the Collaborative.

SECTION 6 COMMITMENT AND TERMINATION

Each Partner Organization shall have the right to annually review its participation and financial commitment when and if there is change in the existing funding mechanisms and legislation as it relates to the mission of the Collaborative. The term of this Agreement is for the period of time from the date signed until rescinded, unless amended as provided herein.

Any Partner Organization shall have the right to withdraw from this Agreement in a manner described as follows:

- A. The Partner Organization withdrawing shall pass a resolution declaring its intent to withdraw and forward a certified copy of the resolution to the Chair of the Governance Board not later than June 30th.
- B. Each Partner Organization acknowledges that withdrawal may mean that the Collaborative could cease to meet the statutory requirements for continued existence as a collaborative under Federal, State and/or local law.
- C. Notwithstanding each Partner Organization's right to withdraw from this Agreement, the Collaborative, created hereby, shall continue in full force and effect until all Governance Board members mutually agree to terminate this Agreement by a joint resolution.
- D. After the effective date of termination of the Collaborative, the Governance Board shall continue to exist for the limited purpose of discharging the Board's debts and liabilities, settling its affairs and disposing of its property, if any.

SECTION 7 AMENDMENTS TO THE AGREEMENT

This Agreement may be amended only by a majority of the members of the Governance Board. Notice of any proposed amendment must be provided in writing to all Partner Organizations at least 30 days prior to voting for approval by the Governance Board. The effective date of amendments will be thirty (30) days after Governance Board approval.

SECTION 8 DISPOSAL OF SURPLUS PROPERTY:

- A. Disposal of Collaborative property will be conducted according to public law and approval of the Collaborative Governance Board.
- B. Upon termination of this Agreement all remaining personal and real property of the Collaborative shall be distributed by resolution of the Governance Board in accordance with the law and in a manner to best accomplish the continuing purpose of the Collaborative. As provided by law, any surplus monies, or property shall be returned to the Partner Organizations in proportion to their contributions after the purpose of the Agreement has been completed.

SECTION 9 INSURANCE AND INDEMINIFICATION

- A. Insurance: Each Partner Organization agrees that in order to protect itself and other Partner Organizations under the indemnity provision set forth below, 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. Upon execution of this Agreement each partner organization shall provide a copy of

its certificate of insurance to the Collaborative Coordinator to remain on file.

B. Indemnification: Each Partner Organization 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 Partner Organization, its agents or employees. Nothing herein shall be deemed a waiver by each Partner Organization of the limitations on liability set forth in Minnesota Statutes Section 466.04, as amended from time to time, and each Partner Organization's obligation to indemnify, hold harmless and defend Consultant shall be limited by the limitations on liability set forth in Minnesota statutes Section 466.04

SECTION 10 DATA SHARING

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. Information sharing among Collaborative Partners must conform to MN Statue Section 124D.23 Subd. 5. The Collaborative may collect non-identifying data from its partners in order to evaluate the use of Collaborative funds.

SECTION 11 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.
5. Step Five: 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 Arbitration:

- 1 Scope. All Disputes not resolved shall be arbitrated in Moorhead, Minnesota in accordance With the Arbitration Rules and Procedures (the "Arbitration Rules") of American Arbitration Association then in effect, subject to the modifications otherwise agreed to by the parties. The arbitrators will determine the methods and timing of the discovery process in their sole discretion

based on the specific needs of the Dispute. Notice of claim and demand for arbitration must be delivered in writing together to the parties to the Dispute and to JAMS.

2. Arbitrator. The arbitration will be held before an arbitrator knowledgeable in the general subject matter of the dispute selected by the parties. The arbitrator will have the authority to determine the arbitrability of any dispute. The arbitration will be scheduled to commence within 60 days of appointment of the arbitrator and will be concluded as promptly as possible. The arbitrator will be entitled to limit the evidence presented if they deem such limitation necessary to conclude the arbitration in a timely manner. Any dispute that the arbitrator determines not to be arbitrable shall be submitted exclusively to the appropriate federal or state courts located in Clay county, Minnesota.

3. Decision and Appeal. The decision of the arbitrator will be a reasoned decision reduced to writing and will be binding on all parties. The right of any party to arbitrate, and any other agreement or consent to arbitrate, will be specifically enforceable in any court having jurisdiction. The award rendered by the arbitrator will be final and judgment may be entered upon it in any court having jurisdiction thereof, and will not be subject to modification or appeal except to the extent permitted the Federal Arbitration Act. The arbitrator may not award punitive damages. The arbitrator will be authorized to award the substantially prevailing party in any arbitration to an award of attorneys' fees and other Losses (including all costs of arbitration), which will be paid by the substantially non-prevailing party.

4. Choice of Law. The arbitrator will apply the laws of the State of Minnesota, without regard to conflicts of laws principles, except that the interpretation and enforcement of this Section will be governed by the Federal Arbitration Act.

5. Privilege; Confidentiality. In the arbitration, all privileges under state and federal law, including attorney/client and work product privileges, will be preserved and protected to the same extent that such privileges would be protected in a federal court in the United States applying the internal law of the State of Minnesota (without reference to the law of conflicts of any jurisdiction). Except as required by law, the parties to the Dispute will keep the evidence, testimony and award in the arbitration confidential and will instruct their counsel and witnesses to do the same, except this information may be revealed to the extent necessary in any proceeding to confirm or challenge the arbitration award.

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

D. Parties agree that if any Party fails to perform any of the duties in this Agreement, including failure to make quarterly payments to the Integrated Fund within 7 days of the established payment date, the Governing Board may, in lieu of terminating this Agreement, withhold service or administrative reimbursements from the Integrated Fund in the amount determined by the majority of the Governance Board members.

SECTION 12 Conflict of Interest

All Clay County staff, volunteers, contracted staff and Board members will communicate any and all potential conflicts of interest between the interests of the Collaborative and the personal, professional, and business interests of the individual. This purpose of this policy is to protect the integrity of the Collaborative's decision-making process and to build confidence and trust among its members. Governance Board members will disclose any conflicts in a transaction or decision

prior to discussion. After disclosure, at the discretion of the Board, said such member may be asked to leave the room for the discussion and any subsequent vote.

SECTION 13 SEVERABILITY

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

SECTION 14 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.

The effective date of this amended agreement shall be September 6, 2018

Moorhead School District #152

Authorized Signature Date

Prairie St. Johns

Authorized Signature Date

Rural Enrichment and Counseling Headquarters

Authorized Signature Date

The Village Family Service Center

Authorized Signature Date

Ulen Hitterdal School District #914

Authorized Signature Date