



# **Clay County Collaborative Handbook**

June, 2021

# Table of Contents

<b>Section</b>	<b>Page Number</b>
MN History of the Collaborative .....	3
Family Service Collaborative .....	7
Children’s Mental Health Collaborative .....	8
History of Clay County Collaborative .....	10
Organizational Structure .....	13
Governance Structure .....	15
Policies .....	15
Contracted Staff .....	18
Fiscal Operations .....	19
Local Collaborative Time Study (LCTS) .....	21
Strategic Planning .....	23
<b>Appendix</b>	
Statute 124D.23 Family Service Collaborative .....	A
Statute 245.493 Children’s Mental Health Collaborative .....	B
Clay County Collaborative Agreement .....	C
Clay County Collaborative ByLaws .....	D
Clay County Collaborative Structure .....	E
Clay County Collaborative Strategic Planning, 2018 .....	F
Clay County Collaborative Funding Policy .....	G
Terms and Definitions .....	H

## **State History of Collaborative Development**

The collaborative movement in Minnesota dates back to the early 1990s with a national push for state systems reform to meet the needs of larger populations. In 1991, Governor Arne Carlson created the Action for Children Commission, a statewide task force to create a vision for Minnesota children and families, including recommendations on needed changes in service delivery systems.

In 1992, Governor Carlson received the Commission's final report, *Kids Can't Wait*. The report gave an account of a yearlong information-gathering process that included public hearings and interviews with parents, service providers and young people across the state. The purpose was to identify what was working and what wasn't in regard to services for families and children. The report identified the serious duplication and gaps in services that existed with the current state funding structure and recommended as a first strategy streamlining state services and funding procedures.

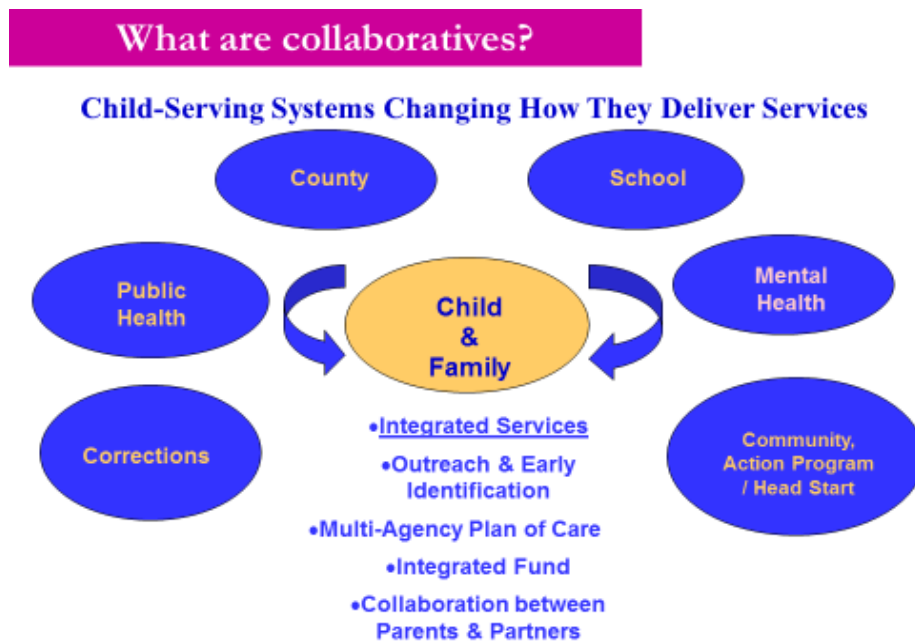
Governor Carlson responded to this report by developing the Minnesota Children's Cabinet at the executive level, which brought together the Commissioners from all state departments that affected Minnesota children and their families: Education, Health, Human Services, Corrections, Economic Security, Transportation, Finance, Public Safety, Administration, the Housing Finance Agency, and Minnesota Planning. The purpose of the Cabinet was to "create a flexible system for comprehensive, unified and effective administration of programs and services that avoids fragmentation and duplication, facilitates cooperation among agencies, and regional, local and private sectors."

In 1993, Governor Carlson created the Department of Children, Families and Learning, and proposed legislation that would begin to bring together the same programs at the county and community level, which resulted in the Minnesota Statute 124D.23 (Appendix A) that guides Family Services Collaboratives. To support the Statute, the Minnesota Legislature authorized more than \$8 million for the Family Services Collaborative Grant Program. These five-year grants were made available on a competitive basis as incentives for the development of locally driven service partnerships that helped communities improve the delivery of services. Each Collaborative's funding priorities were based on locally determined needs. While funding for Collaboratives was jump-started by these state grants, contributions from collaborative partners, either "in-kind" or cash, were built into the planning as *Integrated Service Funds*.

As a result of the Children's Mental Health Integrated Fund legislation, Children's Mental Health Collaboratives (Appendix B) were established by the 1993 Minnesota Legislature in recognition that children with severe emotional disturbances or who are at risk of such disturbances often require services from multiple service systems. Since no single agency can assume sole responsibility for providing all services and in order for the services provided to be effective, non-duplicative and less fragmented, a network of child-serving agencies in which the family was a full partner was needed: entities in which counties, school districts, local mental health entities and juvenile corrections are mandatory partners that come to an agreement with parents, public health and other community-based organizations to provide integrated and coordinated services, pool resources and design services. Collaborative partners strategically decide how to restructure their resources and address liability and other issues to support children and families.

In January 1997, a federal source of funding became available. The Local Collaborative Time Study (LCTS). Collaboratives receive reimbursement for a variety of services covered by federal entitlement

programs. In order to access the LCTS a Collaborative needed to be formed at the local level. There are currently 90 Children’s Mental Health and Family Services Collaboratives in Minnesota.



Graph taken from Minnesota Children’s Mental Health & Family Service Coordinator Handbook

**These collaborative initiatives were founded on four key themes related to systems reforms:**

- **Interagency Collaboration:** This term has come to be defined as a relationship between two or more organizations that facilitates the accomplishment of shared goals that individuals or organizations could not accomplish alone. In order to receive a Family Services Collaborative grant, a minimum of the county’s human services department, public health department and one school district needed to formally agree to establish a Collaborative and commit resources to an integrated fund. (Later legislation required FSCs approved after August 1, 1999, to include a community action agency and Head Start among the signatory parties.) The mandate for Children’s Mental Health Collaboratives required at a minimum establishing a formal commitment among the county, one school district or special education cooperative, one mental health entity, and by July 1, 1998, one juvenile justice or corrections entity. In addition, broad community representation within the Collaborative, such as other counties or school districts, municipalities, culturally specific community organizations, local foundation, businesses and parents, was encouraged.
- **Results-Oriented:** The results-oriented approach for community-based Collaboratives attempts to change the focus to the “bottom line” condition of all children, youth and families in communities with results being dependent on efforts of more than one agency or group. This collaborative approach is in contrast to the more typical bureaucratic approach to the delivery of services, especially in government services with inflexible categorical funding streams.
- **Strength or Assets-Based Approach:** Historically, government services have been based on identified gaps and problems to solve rather than on the promotion of the wellbeing of children, youth, and their families. A strength approach to working with people requires that they become involved in identifying their strengths, setting their own goals, and determining their own picture of success.

- Cultural Relevancy: The Collaboratives were charged with looking at service reform with a focus on the cultural relevancy and responsiveness of programs and services. This would be necessary in order to truly take a strength-based approach when working inclusively with all families.

Children’s Mental Health and Family Services Collaboratives share similar goals of reducing gaps and barriers to accessing resources/services and assuring resources/services cut across traditional boundaries. However, they each have slightly different target populations, and purposes. Minnesota statute directs Children’s Mental Health Collaboratives to establish an integrated mental health service system to target the multisystem needs of children and youth with or at risk for mental health concerns and their families. Minnesota statute directs Family Services Collaboratives to focus on addressing health, educational, developmental, and family-related needs of all children and youth.

## **State Mission, Guiding Principles, Priorities and Charge to Collaboratives**

Mission: “Collaboratives bring service systems together to coordinate and integrate resources/services for children, youth and families.”

Guiding Principles: The following core values establish and drive the work of all Collaboratives to foster well-being and resilience:

- Strengths-based
- Child-centered, youth-guided, and family-driven (increasing voice and choice)
- Holistic family, community, and systems approaches
- Culturally and economically affirming, responsive, and inclusive
- Equitable communities reducing disparities and increasing opportunities
- Research-informed and data-driven

Charge Each Local Collaborative fulfills the mission and guiding principles to meet priorities by:

- Identifying needs;
- Creating or sparking new approaches to meet needs;
- Building and supporting trusting community partnerships to respond to the needs of families and communities;
- Improving and increasing access to resources/services and helping families navigate service systems;
- Encouraging and aligning child-serving systems to ensure a continuum of care; and
- Enhancing capacity by integrating funding and improving the flexibility, efficiency, and use of existing resources.
- Collaboration in addressing the often complex and serious problems that require a multi system approach.

### State Priorities

At a statewide meeting in 2016, Collaborative Coordinators decided to review the current priorities to be sure they reflect both the current and emerging needs in our state. Increasing efforts to introduce and integrate approaches informed by ACEs (Adverse Childhood Experiences), resilience, and trauma provided an opportunity to take another look at these priorities. The hope was that new and improved priorities would capture present trends with a look toward the future direction of Collaboratives.

The following are the current statewide priorities with examples of possible strategies:

**1. Priority: Promote Mental Health & Well-Being of Children, Youth & Young Adults**

*Examples for how to meet this priority:*

- Strengthen children’s mental health continuum, from prevention to crisis or late intervention, in communities
- Increase access for families seeking services or supports, including early identification and intervention, to improve their children’s well-being
- Increase awareness and understanding about children’s mental health through outreach and education to children, youth, and families

**2. Priority: Support Healthy Growth & Social Emotional Development of Children, Youth & Young Adults** *Examples for how to meet this priority:*

- Coordinate and integrate services to identify children and youth at risk of developmental delays or social emotional disorders as early as possible
- Starting in early childhood, prepare and support youth on their pathways to succeed in their homes, schools, and communities
- Support expectant parents and provide outreach to newborns and their families

**3. Priority: Strengthen Resilience & Protective Factors of Families, Schools & Communities**

*Examples for how to meet this priority:*

- Increase outreach and education on trauma, Adverse Childhood Experiences (ACEs), toxic stress, brain development, and social determinants of well-being
- Coach or support caregiver, youth, and community capacity to respond positively to stressful situations
- Increase whole-family, wraparound, and/or community-based services and supports

## **Family Services Collaboratives**

Family Services Collaboratives are mandated to design an integrated local service delivery system. The components of the integrated local service delivery system may include:

- Outreach and early identification of children and families in need of services
- Coordination of transportation services in order to improve access to services
- Interventions across service systems on behalf of families Provision of initial outreach to all new mothers
- Coordination of services that eliminate the need to match funding streams, provider eligibilities, or clients with multiple providers
- Provision of periodic family visits to children who are potentially at risk;
- Coordination of assessment across systems to determine which children and families need coordinated multiagency services
- Development of multiagency service plans
- Integrated funding of services Coordination of unitary case management
- Family Services Collaboratives agree to provide coordinated family services and contribute resources to an integrated fund.

Family Service Collaboratives strive to:

- Improve outreach and early identification
- Coordinate assessments and services across agencies
- Integrate funding and resources

Target population for Family Service Collaborative: children, birth to age 18, or birth through age 21 for individuals with disabilities. The Family Service Collaborative can add an early childhood focus that includes a community plan for serving pregnant women and children from birth to age 6

## **Children’s Mental Health Collaboratives**

The legislature found that children with emotional or behavioral disturbances or who are at risk of suffering such disturbances often require services from multiple service systems including mental health, social services, education, corrections, juvenile court, health, and economic security and determined that “in order to better meet the needs of these children, it is the intent of the legislature to establish an integrated children's mental health service system.” The legislature defined the integrated service system and the expected components of this system. "Integrated service system" means a coordinated set of procedures established by the local Children's Mental Health Collaborative for coordinating services and actions across categorical systems and agencies that results in:

- integrated funding;
- improved outreach, early identification, and intervention across systems;
- strong collaboration between parents and professionals in identifying children in the target population facilitating access to the integrated system, and coordinating care and services for these children;
- a coordinated assessment process across systems that determines which children need multiagency care coordination and wraparound services;
- multiagency plan of care; and
- Individualized rehabilitation services.
- The legislature added that the services provided by the integrated service system must meet the requirements set out in the Children’s Mental Health Act (M.S. 245.487 to 245.4887).

A Children’s Mental Health Collaborative must try to expand the operational target population. Target Population includes children up to age 18 with an emotional or behavioral disturbance or who are at risk of suffering an emotional or behavioral disturbance as evidenced by a behavior or condition that affects the child's ability to function in a primary aspect of daily living including personal relations, living arrangements, work, school, and recreation, and a child who can benefit from: (1) multiagency service coordination and wraparound services; or (2) informal coordination of traditional mental health services provided on a temporary basis. Children between the ages of 18 and 21 who meet these criteria may be included in the target population at the option of the local Children's Mental Health Collaborative.

Children’s Mental Health Collaboratives strive to:

- Provide integrated and coordinated services (system of care – wraparound)
- Pool resources
- Design services

Statute governing Collaboratives (Appendix B)

## **System of Care:**

A System of Care is a coordinated network of community-based services and supports that are designed to meet the challenges of children and youth with serious mental health needs and their families. These partnership between families, youth, agencies, public schools, and private service providers work together to design and implement an effective delivery of mental health services and supports. These systems are also to be developed around the principles of being child-centered, family-driven, strength-based and culturally competent that also builds a partnership with youth and families who drive the interagency planning according to their defined goals and success.



The Minnesota Department of Human Services has an obligation to address coordination within its divisions to reduce barriers for local Collaboratives. The state of Minnesota model is one of “state operated, county driven,” meaning that the state provides Counties and Collaboratives of its mandates regarding services and philosophy of working with youth and families; while the county Social Services in partnership with the Collaboratives determines the best practices and format of the delivery of services. The Collaboratives, especially the Children’s Mental Health Collaboratives represent the system of care approach (values, organizational philosophy, and framework) that involves collaboration across agencies, families, and youths. The Minnesota Comprehensive Children's Mental Health Act states, “‘Local system of care’ means services that are locally available to the child and the child's family. The services are mental health, social services, correctional services, education services, health services, and vocational services.”

## **History of the Clay County Collaborative:**

Working collaboratively in Clay County is a strength that has served children and families well. Prior to legislation, agencies, schools and providers joined together to address identified needs. The Clay County Collaborative began as a conversation among a few community leaders in 1997. A recent change in legislation and the identifying of a federal funding that would be available to local communities were the driving force behind the formal development of the Clay County Joint Powers Collaborative in 1998. The requirement of forming a Collaborative group that would work together to address the needs of children and families across systems was a natural fit for providers in the county who were already working together to identify common needs and developing programming around to meet those needs.

The original structure of the Collaborative included two separate Collaboratives – a Family Service Collaborative that addressed the needs of children and youth from before birth to age twenty-one with cognitive and developmental needs; and a Children’s Mental Health Collaborative that addressed the needs of at risk children and youth and those identified as having a Serious Emotional Disturbance (SED). Services provided ranged from early intervention to crisis programming as identified by the Collaborative’s members. A Coordinator was hired and programming provided by the Collaborative were a combination of Collaborative staff assigned to a particular program or a contract developed with one of the partners who would then provide the service for children and families.

In 2005, the Collaborative restructured itself into a combined Family Service Collaborative and Children’s Mental Health Collaborative and changed its name from the Clay County Joint Powers Collaborative to Clay County Collaborative. The restructuring came about because of the need to reduce meeting time of staff attending Collaborative meetings and to address duplication of services and programs.

In 2007, as a result of reduced Local Collaborative Time Study funding, the Collaborative undertook a strategic process that resulted in a change in the structure and administration of the Collaborative. Programs that were identified as priority, including Truancy Intervention, Restorative Justice, Wraparound, and Reentry Program were contracted out to partnering agencies. The Coordinator’s position became a contracted position and the Collaborative office was closed. During that time, the Collaborative Board also authorized a change in its governing structure. The structure included a Governing Board, Board of Directors, Administrative Committee and various work groups and projects. Slight changes were made to that structure in 2011 that eliminated the Board of Directors. Changes to work groups and projects change as needed. (See Appendix D for a diagram of the Collaborative structure)

## **Membership**

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 are a resident of Clay County. The Collaborative, while not mandated to include community members, representative from other Partner Organizations not covered under statute as well as, other non-profit organizations which serve the Collaborative’s target population in

Clay County, should include those who can contribute to an integrated system of care for children and families.

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

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.

Currently, the Collaborative has twenty-two partners consisting of schools, governmental units, agencies and service providers who are participating in the Collaborative. The Clay County Collaborative has prided itself on the number of parent representatives that participate in the work of the Collaborative at all levels of its structure.

As the needs of the families, children and communities change over time, so has the focus of the Collaborative's work. The Minnesota Department of Human Services oversees the ongoing work of the state's Collaboratives. While the main focus of the Collaborative's work has been to reduce out of home placements, coordinate service systems to reduce duplication and make access to services to less complicated for families, the state also requires us to work with community partners to provide early intervention services that are child centered and family driven.

### **Clay County Collaborative Vision, Mission and Core Values**

Vision Statement: *Successful Partnerships Building Successful Families*

Mission Statement: *Our mission is to work in partnership and collaboration to empower and provide opportunities for children and 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

Goals:

- Promote Mental Health & Well-Being of Children, Youth & Young Adults
- Support Healthy Growth & Social Emotional Development of Children, Youth & Young Adults
- Strengthen Resilience & Protective Factors of Families, Schools & Communities

Priorities:

- School based mental health in all public schools in the county
- Increase youth, parent and caregivers' involvement in the work of the Collaborative
- Bring service systems together to coordinate and integrate resource/services for children, youth and families moving from current "silo" project/program" focus to addressing whole child system needs. Encouraging and aligning child-serving systems to ensure a continuum of care
- Trauma Informed Care/Adverse Childhood Experiences
- Explore possible web-based tracking

## **Organizational Structure** ( Appendix E- structure diagram)

The Collaborative has a three-tiered structure which includes systems work groups and projects; an Administrative Group; and Governance Board. The Collaborative structure diagram is located in the Appendix section of this handbook. The system work groups and projects are truly the backbone of the Collaborative. The planning and implementing of providing services to children and families is the focus of their work. Rich discussions on the needs of families in our community are part of work group meetings. The Administrative Group oversees the purpose and intent of the Collaborative work. They oversee the integration of services for children and families., identify potential solutions to gaps in programming and recommend to the Governance Board changes in programming as needed. The Governance Board develops the operating budget, oversees expenditures, and oversee the operation of the Collaborative. They also supervise the work of the Collaborative Coordinator and Collaborative LCTS Coordinator, both of which are contracted positions.

### **Collaborative Work Groups/Programs include**

- **Adverse Childhood Experiences Coalition:** In 2016, the Collaborative was selected by the Minnesota Department of Human Services as one of six pilot projects in the state to begin the important work of disseminating information on the long-term effects of Adverse Childhood Experiences on children and families. Focusing on building compassionate communities, the group is in the process of developing and implementing a plan to build awareness of ACEs among community members. Work group members are also focusing on the importance of developing resiliency among those who have experienced challenges.
- **Children’s Mental Health Work Group:** A collaboration of representatives from local county agencies, schools, providers and community mental health who work in partnership to identify the needs of families and the children’s mental health system. Working together, this group works toward developing and maintaining a coordinated system of care for youth and families to ensures easy access to services needed.
- **Family Support Models Work Group:** This workgroup provides critical feedback and support to the neutral facilitator for the Wraparound Process offered to families in our county. Families that are receiving services from three or more mental health programs, school and county programs are eligible for this ongoing team coordination. Wraparound Process is a child-centered, family-driven, team process that uses a strength-based model to address the needs of children who are at risk of out of home placement.
- **Restorative Justice Program:** The goal of Clay County Restorative Justice Program is to reduce the number of youth entering or re-entering the criminal justice system by offering opportunities for offenders to be involved in restorative justice processes. As a philosophy and practice, restorative justice is concerned with the harm involved in wrongdoing. Acting in response to what laws or rules have been broken is less important than acting in response to how people have been harmed. It acknowledges that when a person does harm, it effects the person(s) they hurt, the community and themselves. Restorative justice requires that we address victims’ harms and needs, hold offenders accountable to put right those harms, and involve victims, offenders and communities in the process.
- **School Age Disability Work Group:** This group looks at programming specifically to children of school age who have special needs. Information on programming both within the schools and outside of the school day are gathered and shared with partners’ families. Past funding has been used to offer training to Collaborative partners and community members on integration of youth

with disabilities in “typical” community programming; to provide family fun events where children have an opportunity to practice their social skills and families are able to network with others who share common experiences and challenges of raising a child with special needs; and training on specific disability topics.

Other committees that the Collaborative works in partnership with:

- **Community Transition Intervention Committee (CTIC):** The committee is made up of teachers, parents, young adults, various representatives from agencies in the community, county representatives, and other community members. CTIC comes together to create awareness of transitional supports for young adults with disabilities.
- **Early Childhood Initiative:** The Early Childhood Initiative focuses on the youngest members of our county, children ages birth to 5. Partnerships among providers, families and community members allow us to strengthen and support the early childhood systems in Clay County. Young children and their families are benefiting from the strong partnerships formed among providers, families and community members who ensure that our youngest members experience high-quality child care and educational opportunities. Funding for the Initiative is provided through West Central Initiative. Activities provided by the ECI include annual Week of the Young Child events, dental awareness, legislative roundtable, presentations on early childhood programming, and Little Free Libraries. Work coordinated through the ECI includes PreK – Grade 3 Alignment Leadership Team; Prenatal Leadership Team; and Pathways to Quality.
- **Local Advisory Council for Children’s Mental Health:** The Children’s Mental Health Act of 1989 requires counties to have an advisory council. Council duties include seeking input from parents, consumers, providers and others about the needs of children with mental health disorders. Activities include an annual report to the County Board on the state of children’s mental health; promote mental health awareness to reduce stigma; and networking opportunities for agency and families.

## **Governance Structure**

Minnesota State Statue: See Appendix A and B

Clay County Collaborative Governance Agreement: See Appendix C

Clay County Collaborative Bylaws: See Appendix D

Conflict of Interest: See Governance Agreement, Section 12; Appendix C

Dispute Resolution: See Governance Agreement, Section 11; Appendix C

Structure Diagram: See Appendix E

## **Policies**

Funding Policy: Approved by the Governance Board and communicated to Partner Organizations through this Collaborative handbook, the funding policy will provide the foundation and mechanism for which Local Collaborative Time Study (LCTS) and Integrated funds are distributed. (Appendix G)

- An account managed by the fiscal host will hold the funds earned under the Local Collaborative Time Study.
- The integrated fund will be under the direct control of the Governance Board. An integrated fund for the purpose of holding funds which may include partnership fees, grant awards and any program contributions provided by the Collaborative partners.
- The Governance Board has designated Clay County as the fiscal agent.
- The Coordinator, under contract with the Collaborative, will provide day-to-day operation oversight on the billing process.
- Partner organizations will pay an annual partnership fee to the integrated fund. The annual partnership fee will be set by the Governance Board. An invoice for the partnership fee will be sent to the each of the Collaborative partners during the first quarter of each fiscal year.
- Partners may be asked to share information on in-kind contributions made while working on Collaborative workgroups, projects, and programs.
- Parents participating in the Collaboratives as family representatives on the Board, committees and workgroups have no financial obligation to the integrated fund.
- Parent representatives will be paid a stipend for attendance at a Collaborative Board, committee or work group meeting when funds are available.
- No outside agency or program will have access to the LCTS and Integrated funds unless they are an active participant in the work of the Collaborative and are current in payment of partnership fees and any other funding due to the Collaborative.
- When required, Partner Organizations receiving funding from the Collaborative will submit all data, invoices, and reports on a quarterly or biannual basis. Partner organizations will receive a Semi-Annual Report after receipt of a signed contract.
- Invoices are processed by the Collaborative Coordinator on a weekly basis, with the exception of office closure. Payment will be paid out according to the county fiscal policies.
- Monthly budget reports will be prepared and provided to partners per request to the Coordinator. Quarterly budget updates will be provided to the Governance Board.

**Partner Participation Policy:** 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. When required, Partner Organizations receiving funding from the Collaborative will submit all data, invoices, and reports on a quarterly or biannual basis. Partner organizations will receive a Semi-Annual Report after receipt of a signed contract.

## **Collaborative Projects**

The Collaborative has two different streams of projects/programming.

- Support of an already established program within a partner agency or a Collaborative Project.
- Collaborative projects developed in response to identified Collaborative priorities

Partner programming support is determined via an application process that is distributed to partners in the third quarter of the fiscal year with a decision on funding made during the last quarter of the fiscal year. (April – June). The applicant must demonstrate through the application process how the program that they receive funding for meets the required elements according to LCTS guidelines and that it supports the Collaborative in reaching its mission and vision. Current programs that the Collaborative supports are included below under current programming. Funds cannot be used to supplant funding already received by the partnering agency, rather it must show how the additional revenue enhances the program/project. Partners receiving funds must be an active member of the Collaborative and must participate in all levels of the Collaborative structure.

Collaborative projects are developed in response to identified Collaborative priorities. They are initiated and “owned” by the Collaborative by the decision of the administrative level, which recommend the project to the Board, who must authorize the project. They are not considered to be a program of a partnering agency. Collaborative projects are entitled to apply for Collaborative funding to be used to leverage additional funding as identified by the work group. The project is operated, or “supervised” by a project work group whose members are assigned by partner organizations wishing to be involved with the project. The project work group ensures that at every stage of development and implementation the project is a model of collaboration, and is contributing to systems change and service integration and coordination. The project proposals developed and submitted first to the administrative level group who sends a recommendation to the Governance Board, who must approve it prior to implementation or grant submission. The work group must also assure that a process of evaluation is compatible with data request that the Governance Board has required of any project/programming that receives funds through the Collaborative. A work plan should be used to direct the work of the project. In the early days of the Collaborative structure projects as described above was the model for programming. However, that model of providing services in that way was phased out in 2007 when a decision was made to discontinue direct hire employees of the Collaborative.



## **Current Programming:**

Currently, the Collaborative provides financial support to its partners for the following programs:

- After-school programming for at-risk youth is a partnership program between the Collaborative and the school districts of Barnesville, Dilworth-Glyndon-Felton, Hawley, and Ulen Hitterdal that provides after school supervision and educational supports for at-risk identified students. Funds that support this program comes from the Collaborative, area school districts, and Social Services.
- Churches United for the Homeless Family Advocate who works specifically with families in the shelter to provide programming, supports, and assistance in establishing a home. Funds to support the position come from the Collaborative, Churches United, donations and grants.
- Follow Along Program is operated under the public health umbrella. Through surveys mailed to parents of young children, provide an opportunity to identify needs when the child is young. This early identification and intervention lessen the level of supports that the child may need as they age. Both the Collaborative and Public Health provide funding for this program.
- REACH Family Support works with families to meet basic needs. Support staff are housed at the REACH office in Hawley. Funding for the position comes from the Collaborative, REACH, and grants.
- Restorative Justice Program is housed in the County Attorney's office. The program has one staff and many volunteers. This is a diversion project for youth. Funding for the program comes from the Collaborative, Clay County Attorney/county funds, and grants when possible.
- School-Based Mental Health is a funding partnership between the Collaborative, Social Services and three public schools that include Barnesville, Hawley, and Ulen-Hitterdal. Mental health professionals from The Village Family Service Center, Lakeland Mental Health and Summit Guidance provide mental health services to students during the hours that school operates. Services are provided based on the identified needs of the school district.
- Wraparound Program is supervised within The Village Family Service Center located in Moorhead. The program has one half-time staff who facilitates Wraparound for at risk families.
- The Village Family Service Center Mental Health Project serves under insured and uninsured youth. The Village partners with REACH who provides space for therapy appointments as in-kind contribution to the program.

Currently, the Collaborative provides funding for the following projects. The projects are supervised by the Coordinator and staff, if needed for the project, are contracted directly through the Collaborative.

- Adverse Childhood Coalition, which brings about awareness of Adverse Childhood Experiences and their effect on brain development; and promotes resiliency factors in our communities
- Flexible Funds are available for youth who are at risk for developing a serious mental health disorder. Funds are to be used for community activities that provide these youth with the opportunity to interact with typical peers.
- Self-Program: This summer program is operated by Social Services. The Self-group consists of youth of transitional youth that need to build their independence skills prior to graduating

or aging out of foster care. Collaborative funds and funds from Social Services support this program.

### **Independent Contractors:**

Collaborative Coordinator is a half-time, contracted administrative position. The Coordinator provides a contract and proposed list of duties to the Governance Board for consideration. Duties of the Coordinator include:

1. Develop and implement policies and procedures to ensure that the Collaborative operates smoothly.
2. Facilitate communication with and between Collaborative partners.
3. Organize standing and special meetings of the Collaborative for designated work groups/boards.
4. Provide routine maintenance and updates to the Collaborative website.
5. Prepare the annual state Collaborative report
6. Conduct financial planning/budget, accounts payable and receivable and financial reporting activities, coordinating with fiscal host.
7. Facilitate meetings between participating agencies & policy makers to achieve collaboration, systems change and service integration.
8. Ensure communication between and among Collaborative project staff and its work groups and provide information as requested.
9. Represent the Collaborative at local/regional/state collaborative meetings.
10. Research potential funding information and make recommendations to the appropriate work groups. (Any grant writing will be contracted separately)
11. Respond to requests for information and participation by Collaborative partners.
12. Monitor and communicate policy and legislative changes that impact the Collaborative and its work.
13. Provide letters of support as requested for partners.

Collaborative LCTS Coordinator: This is a contracted position for estimated 175 hours of work per year. The LCTS Coordinator works in partnership with the Collaborative Coordinator in addressing issues or concerns with LCTS funds. Duties of the LCTS Coordinator include:

1. Maintain all records and documents as required by the Department of Human Services (DHS) for continued participation by the Collaborative in the LCTS program.
2. Serve as the primary source for LCTS information to all local partners, designated site contacts, recorders and time study participants.
3. Establish and maintain a network with all participating time study partners for administration of the LCTS. Such responsibilities would include oversight of all site contacts and recorders (including back up recorders at each site), reviewing and revising participant lists and assisting with determination of participant eligibility.
4. Distribute log sheets, as provided by DHS, to on-site recorders in a timely fashion and provide follow-up regarding notices generated by DHS for outstanding log sheets and/or other late or missing information.
5. Meet all other deadlines and requirements as imposed by DHS concerning the LCTS program. Such requirements may include maintaining and updating the LCTS Coordinator's Handbook and dissemination of appropriate notices and information; completion of training verification forms and calendars; reviewing and monitoring Quarterly Analysis Reports as provided by the

State and providing necessary training and follow-up as directly by the Quarterly Analysis Reports.

6. Provide introductory training and refresher training as requested for Public Health and Probation time study participants; and provide a minimum of one full day of on-site training for individual and small groups of participants and recorders in each school district on LCTS codes and definitions. All required DHS approved training materials and forms will be provided to participants and recorders, with the Collaborative being responsible for the reproduction costs.
7. Provide on-going support, information and assistance to LCTS participants, site contacts and recorders, upon request, in interpreting and understanding the code letters as described in the training materials, and/or acting as a liaison between the participant and DHS in answering questions raised by the participants concerning LCTS codes or processes.
8. Perform all other duties and responsibilities as designated by DHS or the Collaborative in relationship to the LCTS activities described above.

## **FISCAL OPERATIONS**

### **Collaborative Funds:**

Funding for the work of this Collaborative comes primarily from the Local Collaborative Time Study (LCTS). Partnership fees and partner contributions to several programs round out the integrated funds. During the past 20 years, the Clay County Collaborative has earned more than \$13 million in funds through the Local Collaborative Time Study program. In 2005, there was a change in how the funds were distributed between the federal government and Minnesota. The Collaborative share went from an average of \$600,000 a year to just over \$200,000 a year and at times dipped below that amount. Because of the partnerships formed and the dedication of program staff, the Collaborative continues to offer high-quality programming for children and families in Clay County.

The Collaborative fiscal year runs parallel to the state's, which is July 1 through June 30. Funding is provided to programs through an application process. During its third-quarter meeting, the Governance Board determines the process for applying for funds and the timeline for doing so. Partners wishing to receive Collaborative funds are encouraged to complete an application and submit it by the determined deadline. The application, which contains goals, outcomes and activities along with a budget and a few questions, serves as the program work plan for that fiscal year. The application outlines reporting deadlines and the type of data that needs to be gathered and submitted to the Coordinator, prior to payment according to the Funding Policy.

The annual fiscal budget is set and approved at the Governance Board's fourth-quarter meeting. Applications are reviewed and moved forward if approved. Contracts for both the Collaborative Coordinator and the LCTS Coordinator are reviewed and acted on as determined by the Board. Budgeting is the responsibility of the Coordinator to work with the Board to manage and implement an annual budget. The annual budget must be based on the Collaborative's identified needs and priorities and should be done with input from current programming and the partners.

Clay County serves as the fiscal agent for the Collaborative. As the Fiscal Agent, they do not play a role in budgeting, approving expenditures or report Collaborative funds as their fiscal transactions. No audit is required of the Collaborative funds because our fiscal host. The Office of the State Auditor provided Collaboratives with the following clarification: "*A Collaborative is formed under state statute. This*

*statute defines how the collaborative is formed. A number of the members are appointed by counties, school districts and other local governments. The appointment by local governments defines a collaborative as a special district.*

*“All Collaboratives are special districts and are required to report their financial information to the Office of the State Auditor. However, currently we are not requiring them to follow the independent audit requirements.”*

The current timeline for reimbursement of expenses include a timely submitting of an invoice to the Collaborative Coordinator. Invoices are processed on a weekly basis, with payment received by the submitting agency within a week to ten days. Invoices should include any receipts or proof of costs included in the reimbursement request. The Funding Policy outlines the requirement of Collaborative programs to submit data on a semi-annual basis before second quarter and fourth quarter reimbursement is distributed.

**Funding Policies:** See Appendix G

## **Local Collaborative Time Study (LCTS)**

In January 1997, a federal source of funding became available. The Local Collaborative Time Study (LCTS) is Minnesota's federally approved claiming mechanism for Medicaid (MA) and Title IV-E administrative reimbursement for functioning and approved Minnesota's Family Services and Children's Mental Health Collaboratives. The three types of public entities that can participate in the LCTS are eligible public-school districts, county public health agencies, and correction agencies that are partners of a state-sanctioned Collaborative.

Staff in public school districts, public health, and correction agencies earn reimbursement for eligible activities they perform to assist the state in administration of the MA and Title IV-E state plans. The Department of Human Services (DHS) disburses MA and Title IV-E reimbursement claimed through the LCTS to the county social service agency, which, in turn, must transfer the funds to the integrated fund of the Collaborative. The LCTS also claims MA administrative reimbursement for Long Term Services & Support (LTSS) on behalf of participating public health staff. Those funds are paid directly to Clay County Public Health.

LCTS funds received by this Collaborative have been designated by state statute for use in the expansion of early intervention and prevention services in Minnesota communities. The goals of these services are:

- Prevention of out-of-home placement
- Enhancement of family support and children's physical and mental health services
- Development of a seamless system of services
- Strengthening of local community-based collaborative efforts

This is a federal funding source enhancing the work of Family Service Collaboratives (FSC) and Children's Mental Health Collaboratives (CMHC) and those Collaboratives that have combined the FSC and the CMHC. Collaboratives have been invited to participate in the time study as a means of generating new federal money by statistically measuring the percentage of time spent on local activities that help children and families. Local staff of school districts, public health and corrections systems must participate in order for a collaborative to claim federal reimbursement through the time study. The money generated must be used to expand prevention and early intervention services for children and families. The federal funds received from LCTS activities are intended to benefit families and children, not an individual collaborative or a single member of a collaborative.

LCTS dollars are a reimbursement to the Collaborative. DHS disburses LCTS money as federal funds with a CFDA number, but it does not consider them federal funds to the local Collaborative. The dollars stop being federal when received by the local partners. LCTS dollars are federal at the state level but are not federal at the local level.

The Collaborative has the responsibility and accountability for the spending of LCTS dollars within their structure and which align with their mission, vision and priorities which align with those of the Department of Human Services. LCTS earnings are deposited in the integrated fund, which also includes other revenue and in-kind resources. LCTS reimbursement is intended to benefit families and children, not an individual Collaborative, or member of a Collaborative. Policies guide the spending of LCTS, such as not using LCTS for supplanting other revenues, paying for out-of-home placements, or funding capital expenditures.

A LCTS Coordinator must be identified to carry out the administration of the Local Collaborative Time Study for each county on behalf of the local Collaborative. The LCTS Coordinator is the main contact between DHS Financial Operations Division and the Collaborative's partners and LCTS participants. A LCTS Coordinator is responsible for all aspects of the operation of the time study earning portion of LCTS. This individual has overall responsibility for the success of the LCTS operations, and is responsible for the implementation, training and ongoing participation of eligible staff. The LCTS Coordinator keeps track of the timelines and ensures compliance with all deadlines and LCTS processes and procedures. Those duties are listed in the Duties and Responsibilities of the LCTS Coordinators. LCTS Coordinators must also maintain their county-specific Participant Database and submit changes per the required time lines.

## **Integrated Funds**

The Collaborative's integrated funds blend public and private resources (financial and in-kind). LCTS (Local Collaborative Time Study) funding comprises the majority of each Collaborative's integrated fund. Collaboratives develop or expand prevention and early intervention services with these resources. The Collaborative aligns a flexible source which can be used to support services that meet the needs of the child and family. For local Collaboratives, that flexible source is the integrated fund.

Collaboratives, by statute, are required to have an integrated fund. Monies and resources are commingled in some format to address local issues collectively. The integrated fund is a mandated component of both Family Services and Children's Mental Health Collaboratives. These integrated funds are a non-categorical, flexible pool of funding for children's services.

As defined in the Children's Mental Health Integrated Fund statute, the integrated fund is: *"... a pool of public and private, local, state, and federal resources, consolidated at the local level, to accomplish locally agreed upon service goals for the target population. The fund is used to help the local children's mental health collaborative to serve the mental health needs of children in the target population by allowing the local children's mental health collaboratives to develop and implement an integrated service system."* (MN Statute 245.492, Subd. 7) Appendix A

The Family Services Collaboratives' governing statute says the following with regard to the integrated fund: *"A collaborative must establish an integrated fund to help provide an integrated service system and fund additional supplemental services."* (MN Statute 124D.23, Subd.6) Appendix B

*"Each collaborative must ... integrate service funding sources so that children and their families obtain services from providers best able to anticipate and meet their needs."* (MN Statute. 124D.23, Subd 2)

Collaborative governance agreements should include the minimum financial commitment of contributors to the integrated fund. Partners can meet this commitment through cash and/or in-kind donations. The integrated fund is under the control of the Collaborative's governing board, not the individual partners. Generally, the county or a local school district acts as the fiscal agent that "holds" the integrated fund on behalf of the Collaborative. It is highly recommended that a Collaborative's integrated fund meets the following criteria:

- Pooled resources must be measurable in dollars
- Pooled resources must be under the control of the Collaborative's governance structure
- Pooled resources must be able to be consolidated into a single financial statement, with clear audit trails
- The process of pooling resources does not, in itself, remove any program or fiscal requirements

attached to funding sources.

The following resources must be included in the integrated fund:

- Partner Contributions Both the CMHC and FSC statutes require collaborative partners to commit resources to providing services through the Collaborative. These resources should be directed to the integrated fund. (The FSC statute requires a minimum financial commitment from partners.
- LCTS Earnings, though received by the county first, must be deposited and administered through the integrated fund.
- LCTS Interest earned on LCTS reimbursement funds must be put into the integrated fund.
- Child Welfare Targeted Case Management (CW-TCM) Revenue (if applicable) Any CW-TCM revenue earned by counties by serving Children’s Mental Health Collaborative clients must be directed to the Integrated Fund. (Statutes instruct the county or tribe to contribute CW-TCM reimbursement for “collaborative” children to the integrated fund. A challenge can be determining who is actually serving the children. Most Collaboratives coordinate rather than provide direct services.)
- Revenue earned by the Collaborative or collaborative partners through other grants and funding streams not listed above can, and sometimes should, be included in the integrated fund, even though they are not necessarily required to be. Among those are the following:
  - ❖ Funds from grants or revenue streams that are designated to serve the Collaborative’s target population
  - ❖ Any other grant from a federal, state, local government, or private source awarded to the Collaborative and paid through the Collaborative’s fiscal host for which being a Collaborative was a primary requirement
  - ❖ Funds resulting from grants applied for by the Collaborative
  - ❖ Donations from any public or private source given specifically to the Collaborative, rather than to any one of the collaborative partners

There are challenges to creating an integrated fund. For many Collaboratives, LCTS comprises the majority of their integrated funding. There is occasionally a tendency to equate Collaboratives with LCTS. While LCTS proves to be a vital, flexible source of support for prevention and early intervention, it has sometimes delayed development of many Collaboratives’ integrated service funds. It can also cause a certain tendency toward minimalism if Collaboratives let LCTS limit their vision – sometimes getting stuck on funding or programming.

### **Strategic Planning:**

On a regular basis the Collaborative should undergo a strategic planning process to determine if the needs of children and families are being met, along with a review of priorities and gaps and needs of the service delivery system. Strategic planning should be done in partnership with families, youth, partnering agencies, and committees such as the Local Advisory Council for Children’s Mental Health, Early Childhood Initiative and, when possible, providers who are identified as having a contribution to the process, who may not be a partner at this time. Information can be gathered in a variety of ways including personal interviews with partners and families, internet survey, work group discussions, or input meetings. At times, an outside facilitator is contracted to aid the strategic planning process. However, LCTS funds are not allowed to be used for this position. It would be best to have it directed by someone within the partner membership to facilitate, or to work with the Coordinator to see the process completed. When completed, the information along with recommendations, should be shared

with work groups, Administrative Group, and Governance Board. This document should then drive the process for future funding priorities of the Collaborative.

A summary of the most recent strategic planning process from 2016 can be found in the Appendix. This strategic planning process was composed of work group discussions, agenda item on the Local Advisory Council for Children's Mental Health; discussion within the various Collaborative work groups; input meetings, and an internet survey.



# APPENDIX

# A

## **From MN Statute 124D.23 FAMILY SERVICES AND COMMUNITY-BASED COLLABORATIVES**

*<https://www.revisor.leg.state.mn.us/statutes/?id=124D.23>*

### **Subd. 8. Plan approval by Children's Cabinet.**

(a) The Children's Cabinet must approve local plans for collaboratives. In approving local plans, the Children's Cabinet must give highest priority to a plan that provides:

- (1) early intervention and family outreach services;
- (2) parenting time services;
- (3) a continuum of services for children from birth to age 18;
- (4) family preservation services;
- (5) culturally sensitive approaches for delivering services and utilizing culturally specific organizations;
- (6) clearly defined outcomes and valid methods of assessment;
- (7) effective service coordination;
- (8) participation by the maximum number of jurisdictions and local, county, and state funding sources;
- (9) integrated community service providers and local resources;
- (10) integrated transportation services;
- (11) integrated housing services; and
- (12) coordinated services that include a children's mental health collaborative authorized by law

# B

## From MN Statute 245.493 LOCAL CHILDREN'S MENTAL HEALTH COLLABORATIVE.

<https://www.revisor.leg.state.mn.us/statutes/?id=245.493>

### Subd. 2. Duties of the collaborative.

Each local children's mental health collaborative must:

- (1) notify the commissioner of human services within ten days of formation by signing a collaborative agreement and providing the commissioner with a copy of the signed agreement;
- (2) identify a service delivery area and an operational target population within that service delivery area. The operational target population must be economically and culturally representative of children in the service delivery area to be served by the local children's mental health collaborative. The size of the operational target population must also be economically viable for the service delivery area;
- (3) seek to maximize federal revenues available to serve children in the target population by designating local expenditures for services for these children and their families that can be matched with federal dollars;
- (4) in consultation with the local children's advisory council and the local coordinating council, if it is not the local children's mental health collaborative, design, develop, and ensure implementation of an integrated service system that meets the requirements for state and federal reimbursement and develop interagency agreements necessary to implement the system;
- (5) expand membership to include representatives of other services in the local system of care including prepaid health plans under contract with the commissioner of human services to serve the needs of children in the target population and their families;
- (6) create or designate a management structure for fiscal and clinical responsibility and outcome evaluation;
- (7) spend funds generated by the local children's mental health collaborative as required in sections [245.491](#) to [245.495](#);
- (8) explore methods and recommend changes needed at the state level to reduce duplication and promote coordination of services including the use of uniform forms for reporting, billing, and planning of services;
- (9) submit its integrated service system design to the Children's Cabinet for approval within one year of notifying the commissioner of human services of its formation;
- (10) provide an annual report that includes the elements listed in section [245.494](#), [subdivision 2](#), and the collaborative's planned timeline to expand its operational target population to the Children's Cabinet; and
- (11) expand its operational target population.



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

This Collaborative Agreement made and entered into this 4<sup>th</sup> 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 4 February 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 the 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 child 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.

**D. 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 INDEMNIFICATION**

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 keeps 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

# D



## CLAY COUNTY COLLABORATIVE BYLAWS

AMENDED May 3, 2018

### **Article 1 Name**

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

### **Article 2 Mailing Address**

The Collaborative's mailing address shall be:

715 11 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 Action 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.

J. 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:

Chairperson: Duties of the Chairperson shall be to:

- Preside at meetings of the Governance Board,
- Appoint members to committees,
- Present information for Governance Board action,
- Execute action necessary to meet the goals and objectives of the Collaborative, and
- Sign contracts with independent contractors.

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

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

I. 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 30<sup>th</sup> 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
- 8.2 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.

**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.

# E

## Clay County Collaborative Structure

### Systems Work Groups/Projects

**Systems Work Group:** Children's Mental Health  
School Age Disability  
Family Support Model

**Projects:** Adverse Childhood Experience  
Restorative Justice Program  
Wraparound Process

**Membership:** staff from partnering agencies, community agencies, parents.

**Role** of the work groups and projects: Plan, implement, supervise, and evaluate Collaborative projects and project staff; Discuss system coordination; Recommend changes to system delivery, design, assessment of systems of care and where appropriate, implementation of legislative/regulatory requirements to the Planning, Problem Solving Advising Group. Develop annual work plans that address the needs identified. Work effectively with parents to recruit, support and orient parents to serve on Collaborative work groups and boards;

### Administrative Group

**Membership** includes representatives from each of the partner organizations: School, Nonprofit, Government (County/Cities) and Parent representatives. Representatives from additional community agencies that serve Clay County families and youth may be invited to attend meetings and become Collaborative partners.

**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; hear updates on collaborative work and provide input on the work of the systems work groups; provide input and/or identify potential solutions to gaps and needs identified by the work groups, remove barriers to collaboration, service integration, and systems change within their organizations; ensure that all possible children are identified for LCTS purposes; ensure that communication and collaboration is valued and implemented across the Collaborative and among community partners. 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 Partner Organizations

**Meetings:** a minimum of 6 times per year. Representation from this group will be appointed by the group (one member/one alternate) to act as a liaison between the Administrative group and the Governance Board

### Governance Board

**Membership:** The mandated partners of a Collaborative (MN Statute 245.493 and MN Statute 124D.23) include: a Clay County Commissioner; a Clay County Public Health representative; a superintendent of public school district within Clay 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 Clay County; a Clay County Court Services/Department of Corrections representative; parent/consumer representing interagency partners and systems work groups; representative from the governing board of each of the Collaborative partners; liaison from the Administrative group.

**Role:** to develop an operating budget; expend funds as outlined in the approved operating budget; oversee the integrated fund; select a fiscal agent; provide oversight on contracts and contracted work; oversee development of program outcome measures provided by work groups and review quarterly; approve expenditures; determine partner contributions; approve bylaws and Governance Agreements and any revisions of the documents.

**Meetings:** up to 4 times per year

# F

## Clay County Collaborative Strategic Planning, 2018

Mission of the Collaborative: *“Our mission is to work in partnership and collaboration to empower and provide opportunities for children and families.”*

Vision of the Collaborative: *“Successful Partnerships building Successful Families”*

Core Values of the Collaborative:

- 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

The Collaborative represents 20 plus partners from the sectors of public school, city and county government, and non-profit agencies serving at risk children ages birth to 21 and their families. In 2007 Collaborative stakeholders undertook a restructuring process that resulting in the Collaborative moving from an entity that employed staff who provided services within several programs to a role of partnering with member agencies to provide needed programming. Funding for programing, with the exception of a few outside grant sources, is through the Local Collaborative Time Study (LCTS) which provides funding to Collaboratives meeting specific membership guidelines set by the state of Minnesota. Funds received are based on a set formula within random moments that Probation, schools and Public Health participate in. Beginning in 2011, the Collaborative has experienced a reduction in funding at a time when the need for services has increased. While this past year, there has been an increase in funding, it continues to not meet the needs of children and families in our community. Strategic planning will assist in assuring that the Collaborative is using their limited dollars on programming that meets the needs of families and will provide us with a plan moving forward should outside funding options such as a system of care become available.

Currently the Collaborative provides funding assistance/partial support to the following programs:

- Truancy Intervention Program;
- Reentry Services Program;
- Restorative Justice;
- Wraparound Program;
- Follow Along Program;
- Family Advocate at REACH;
- Family Case Manager at Churches United for the Homeless.

- In addition to the above programs, Collaborative funding is used for flex funds to assist children in accessing community activities and to do both mental health awareness and substance abuse training and community awareness.

Oversite on programming is provided through a number of different systems work groups/project work groups, Advisory Board and Governance Board. The Collaborative contracts for coordination of the Collaborative and the LCTS process.

Secondary to the need for the Clay County Collaborative to gathering input on services and needs is the current updating the MN Department of Human Services Collaborative supervision unit's process for updating Collaborative priorities.

The following is input received at the first strategic planning meeting and during discussions within the various Collaborative groups and the Local Advisory Council for Children's Mental Health.

### **Systems/Services Strengths**

- People able to access services for their children.
- Use of evidence-based programming such as the various home visiting programs
- Child Find- Follow Along Program
- Free crisis services, crisis and stabilization services in school, home, and community-24hours/7 days a week
- Choice of providers
- Agencies are able to work together and coordinate care
- Strong community partners in mental health awareness
- Improved knowledge of system
- Networking
- Passionate and dedicated staff/amazing case managers
- Collaboration of agencies at times is stellar!
- Pride in stakeholders and how we all work and collaborate together.
- Continual agency collaboration, resource collaboration
- Leadership
- LAC for children's mental health – networking, learning what other agencies are doing, their strengths, struggles, initiatives. Etc.
- Increasing a community wide involvement for children's' mental health issues/community emphasis on mental health services
- The system has grown and improved even though we have needs yet
- As a county, we do have great mental health services!

### **Systems of Care Needs:**

- Respite
- More residential beds/residential treatment center
- Corporate home that still take difficult kids
- Shorter wait lists for school CTSS
- Transportation to set up case management services
- 24/7 availability for crisis services in schools and community (June rollout)
- Increased awareness of crisis services

- More mental health services and agencies
- More transitional services for 18 – 21-year-old population
- More professional staff to work with young children 0-5 before public school entrance
- Educating medical professionals
- Parent mentorship (young kids)
- Peer mentorship – transition age
- Parent support groups/training/prevention
- Consistent support in summer time for students
- Free social and recreational activities for youth in summer.

The following recommendations are in no particular order or priority.

1. Bring service systems together to coordinate and integrate resource/services for children, youth and families.
  - Move from current “silo” project/program” focus to addressing whole child system needs. Encouraging and aligning child-serving systems to ensure a continuum of care
  - Integrated, coordinated care work group – areas to be addressed in this group, include common application, web-based tracking system, coordination of care, etc.
  - Form a Transition age work group to address programming for transitional age 12-21
  - Review the use of strength based, child centered, youth guided and family driven programming within Collaborative programming
  - Explore integrating funding and improving the flexibility, efficiency, and use of existing resources
2. Utilize general funds to rebuild current website to one that meets needs identified in survey.
  - Resources
  - Programs
  - Education
3. Increase involvement of parents, caregivers, and youth at all levels
  - Improve and increase access to resources/services and helping families navigate service systems
  - Increase participation by parents, caregivers, youth in Collaborative work groups
  - Increase educational opportunities for family members
  - Use of holistic family, community and systems approaches
4. Explore possible web-based tracking
  - Address HIPPA concerns
  - Review models
  - Explore funding sources
  - Address “turf” issues
5. Explore need for and funding options for interpreters.
6. Trauma Informed Care/Adverse Childhood Experiences:
  - DHS pilot begins in January
  - Training on Adverse Childhood Experiences

- Training on early intervention/resiliency building
- Develop community action plan
- Develop cohort of presenters
- Research possibility of “train the trainer” options

7. Meet with rural providers including rural school districts to determine how best to meet the needs of families in the rural area.

To be determined:

- Option of continued funding for current programming
- Option of restructuring funding for current programming
- Funding for additional recommendations including: website redesign, web-based tracking, parent education, and ACE work;

# G

## Funding Policy

Funding Policies, approved by the Governance Board and communicated to Partner Organizations through this Collaborative handbook will provide the foundation and mechanism for which Local Collaborative Time Study ( LCTS) and Integrated funds are distributed.

1. An integrated fund for the purpose of holding funds which may include partnership fees, Local Collaborative Time Study funds (LCTS), grant awards and any program contributions provided by the Collaborative partners.
2. The integrated fund will be under the direct control of the Governance Board.
3. The Governance Board has designated Clay County as the fiscal agent.
4. The Coordinator, under contract with the Collaborative, will provide day to day operation oversight on the billing process.
5. Partner organizations will pay an annual partnership fee to the integrated fund. The annual partnership fee will be set by the Governance Board. An invoice for the partnership fee will be sent to the each of the Collaborative partners during the first quarter of each fiscal year.
6. Partners may be asked to share information on in-kind contributions made while working on Collaborative workgroups, projects, and programs.
7. Parents participating in the Collaboratives as family representatives on the Board, committees and workgroups have no financial obligation to the integrated fund.
8. Parent representatives will be paid a stipend for attendance at a Collaborative Board, committee or work group when funds are available.
9. No outside agency or program will have access to the LCTS and Integrated funds unless they are an active participate in the work of the Collaborative and are current in payment of partnership fees and any other funding due to the Collaborative.
10. 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.
11. Invoices are processed by the Collaborative Coordinator on a weekly process, with the exception of office closure. Payment will be paid out according to the county fiscal policies.
12. Monthly budget reports will be prepared and provided to partners per request to the Coordinator. Quarterly budget updates will be provided to the Governance Board.

# H

## Terms and Conditions

**Adverse Childhood Experiences (ACEs):** can affect children’s developing brains so profoundly that the effects show up decades later. The [CDC-Kaiser Adverse Childhood Experiences Study](#), a groundbreaking public health study, discovered that childhood trauma leads to the adult onset of chronic diseases, depression and other mental illness, violence and being a victim of violence. As the number of ACEs increases, so does the risk for these outcomes.

**At risk:** An at-risk youth is a child who is less likely to transition to adulthood successfully. Characteristics of at-risk students include emotional or behavioral problems, truancy, low academic performance, showing a lack of interest for academics, and expressing a disconnection from the school environment.

**Child centered:** approaches focus on a child’s unique needs and best interests to strengthen the child’s physical, cognitive, and social functioning. Services and supports respect and respond to the qualities (developmental, cultural, etc.) of the individual child to ensure safety and well-being.

**Children’s Mental Health Continuum** refers to a comprehensive range of programs and services for infants, children, and youth with mental health concerns. The continuum extends from less intensive care (promotion/prevention/early intervention) to more intensive care (late/crisis intervention).

**Culturally Competent:** is the ability to understand, effectively interact and understand people across different cultures. It encompasses being aware of one’s own world view, develop positive towards cultural differences, and gaining knowledge of different practices. The five blocks of cultural competence include open attitude, self-awareness, awareness of others, cultural knowledge and cultural skills.

**Family driven:** means families have a primary decision-making role in the care of their own children as well as the policies and procedures governing care for all children in their community. This includes: choosing culturally and linguistically competent supports, services, and providers; setting goals; designing, implementing, and evaluating programs; monitoring outcomes; and partnering in funding decisions.

**Integrated Funds:** An integrated fund pools or comingles public and private, local, state, and federal resources (monetary and in-kind) at the local level to accomplish locally agreed upon service goals for the target population. This collective blending of resources concentrates impact to support an integrated service system.

**Integrated Mental Health System:** An integrated children’s mental health service system means a coordinated set of procedures established for coordinating services and actions across categorical systems and agencies that results in:

- integrated funding;
- improved outreach, early identification, and intervention across systems;
- strong collaboration between parents and professionals in identifying children in the target population facilitating access to the integrated system, and coordinating care and services for these children;



- a coordinated assessment process across systems that determines which children need multiagency care coordination and wraparound services;
- multiagency plan of care; and
- individualized rehabilitation services.

**Local System of Care** is defined as a coordinated network of community-based services and supports that include an array of services, individualized care and services provided in the least restrictive environment with full participation of families and youth and coordinated by child serving agencies

**Protective Factors** are conditions or attributes in individuals, families, communities, or the larger society that, when present, mitigate or eliminate risk, such as ACEs and trauma, in families and communities that, when present, increase the health and well-being of children and families.

**Social Determinants of Well-Being** are conditions in the environments in which people are born, live, learn, work, play, worship, and age that affect a wide range of health, functioning, and quality-of-life outcomes and risks. Conditions (e.g., social, economic, and physical) in these various environments and settings (e.g., school, church, workplace, and neighborhood) have been referred to as “place.” In addition to the more material attributes of “place,” the patterns of social engagement and sense of security and well-being are also affected by where people live.

**Strengths Based** is an approach with a perspective that emphasizes the strengths, capabilities, and resources of a child/youth and family. Those who embrace a strength-based perspective hold the belief that all children/youth and their families have strengths, resources, and the ability to recover from adversity. This perspective replaces an emphasis on problems, vulnerabilities, and deficits. Strength-based approaches are developmental and process orientated.

**Supplanting:** a state or unit of local government reduces state or local funds for an activity specifically because federal funds are available (or expected to be available) to fund that same activity

**Toxic Stress** response can occur when a child experiences strong, frequent, and/or prolonged adversity - such as physical or emotional abuse, chronic neglect, caregiver substance abuse or mental illness, exposure to violence, and/or the accumulated burdens of family economic hardship - without adequate adult support. This kind of prolonged activation of the stress response systems can disrupt the development of brain architecture and other organ systems, and increase the risk for stress-related disease and cognitive impairment, well into the adult years.

**Youth guided:** means that young people have the right to be empowered, educated, and given a decision-making role in the care of their own lives as well as the policies and procedures governing care for all youth in the community, state, and nation. This includes giving young people a sustainable voice and the focus should be toward creating a safe environment enabling a young person to gain self-sustainability in accordance with their culture and beliefs. Through the eyes of a youth guided approach, we are aware that there is a continuum of power and choice that young people should have based on their understanding and maturity in this strength-based change process.



