

**Goodhue County Child & Family Collaborative  
Interagency Agreement  
Updated November 23, 2021**

This agreement, amendments and supplements thereto, is made by and between all entities represented on the on the signature page of this document, hereinafter referred to as the "Parties".

WHEREAS: the Parties agree that the needs of children and families cut across boundaries of categorical agencies and that services need to be coordinated across traditional systems; and

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

WHEREAS: the Parties agree that parent, community and youth input and support are key to successful care planning for children and families;

NOW THEREFORE, it is agreed:

**Section 1: Establishment of the Collaborative**

That hereby there is established an integrated family services and children's mental health Collaborative to be known as the Goodhue County Child & Family Collaborative, hereinafter referred to as the "Collaborative".

**Section 2: Purpose of the Collaborative**

The purpose of the Goodhue County Child & Family Collaborative shall be to foster collaborative prevention and intervention efforts to improve the stability and health of all children and families through the coordination of multi-agency services and informal and formal supports within the community.

The Collaborative shall not function as a service provider, but shall perform activities that coordinate supports and services, with a goal of system improvement. The Collaborative shall neither replace nor duplicate existing agencies, but shall create and sustain relationships among them.

**Section 3: Population to be Served**

The target population of the Collaborative will be:

Children birth to age 18, or birth through age 21 for individuals with disabilities, and their families including:

- Children with an emotional or behavioral disturbance or who are at risk of suffering an emotional or behavioral disturbance; and
- Children with multiple and special needs including children who face social, emotional, educational, or economic challenges or are at risk of being placed in an out-of-home placement.

#### **Section 4: Composition of the Collaborative’s Decision Making Body**

Legal authority of the Collaborative shall be exercised by the Collaborative Board of Directors, hereinafter referred to as the “Board”. The Board is composed of individuals representing the following partners:

1. Standing Board Members
  - a. Cannon Falls Public Schools
  - b. Goodhue Public Schools
  - c. Kenyon-Wanamingo Public Schools
  - d. Red Wing Public Schools
  - e. Zumbrota-Mazeppa Public Schools
  - f. Goodhue County Education District
  - g. Goodhue County Health and Human Services- Public Health
  - h. Goodhue County Health and Human Services- Social Services
  - i. Goodhue County Court Services
  - j. Fernbrook Family Center
  - k. Hiawatha Valley Mental Health Center
  - l. Three Rivers Community Action Agency
  - m. United Way of Goodhue, Wabasha, and Pierce
2. Community Board Members
  - a. The Board shall elect the remaining four seats, known as Community Board members of the Collaborative.

#### **Section 5: Duties of the Collaborative’s Decision Making Body**

*The Board of Directors Shall:*

1. Exercise final authority over Collaborative Vision, Mission, and Goals
2. Exercise final authority over Collaborative policy and budget
3. Have final authority over Organizational Structure
4. Select a Fiscal Agent from among the Parties to this Agreement should Goodhue County no longer desire to assume this duty. The Fiscal Agent shall:
  - a. Establish and maintain financial accounts to support all claims for federal reimbursement, including a clear audit trail;
  - b. Establish and maintain such funds and accounts as may be required by good-accounting practices;

- c. Receive and maintain funds;
  - d. Receive local, state, and federal grant dollars, cash and charitable contributions;
  - e. Disburse funds at the direction of the Board of Directors;
  - f. Account for revenues and expenditures and produce appropriate financial statements;
  - g. Provide reports as required by state and federal agencies;
  - h. Designate a staff person for Collaborative duties;
5. Receive funds contributed by Parties to this Agreement and funds from the State of Minnesota, the federal government and from any lawful governmental or private source, including gifts;
  6. Apply for and accept grants, gifts, loans, and other assistance from any lawful source;
  7. Expend funds and enter into contracts for the purposes described in this Agreement and in accordance with the operating budget approved by the Board;
  8. Evaluate Collaborative fiscal performance to ensure accountability for effective and efficient use of public funds and oversee client outcomes;
  9. Hire and supervise the Collaborative Coordinator; and
  10. Develop and adopt Bylaws covering internal operating procedures.

#### **Section 6: Duties of the Parties**

Parties to the Interagency Agreement agree to:

1. Designate one member to the Collaborative Board
2. Assign staff to the Collaborative as needed to accomplish the Mission of the Collaborative
3. Participate in projects operated by the Collaborative
4. Contribute to the Integrated Fund, which includes in-kind services. The in-kind services are deemed to be the minimum financial contribution by each party.

#### **Section 7: Collaborative Finances and Integrated Fund**

1. The Parties agree to maintaining the established Integrated Fund for the purposes of financing Collaborative projects and increasing the capabilities and flexibility of funding sources for the Collaborative. The Integrated Fund will be used to purchase supports, interventions, and services for children and their families in the target population; to coordinate the provision of supports, interventions, and services; and to operate the Collaborative.
2. The Parties agree that the Integrated Fund shall be under the direct control of the Board and shall be administered, under the Board's control, by such fiscal agent as the Board shall choose.
3. The Integrated Fund shall consist of both monetary and in-kind resources to which a monetary value shall be assigned by agreement between the contributor and the Board.

4. All grants, contributions, reimbursement, gifts, and earnings shall be maintained by the fiscal agent as a joint service delivery account, and shall not be considered as funds from or for any particular party or parties.

### **Section 8: Personnel**

1. In accordance with all applicable equal employment opportunity, directives, and regulations of federal, state and local governing bodies, or agencies thereof, specifically Minn. Stat. 363, Goodhue County Child & Family Collaborative will not discriminate against or harass any employee or applicant for employment because of race, color, creed, religion, national origin, sex, gender, disability, age, marital status, status with regard to public assistance, or sexual orientation.
2. The Collaborative may hire a Collaborative Coordinator to carry out the day-to-day operations of the Collaborative. Staff hired by the Collaborative shall be jointly supervised by the Board of Directors and an appointed supervisor selected from among the Parties of this Agreement. All staff positions shall be authorized by the Board and appointed by a selected committee. Compensation and benefits shall be approved by the Board.

### **Section 9: Data Practices and Procedures**

All Parties agree to establish data practices that conform to state and federal statutes and rules regulating data, particularly the collection, receipt, maintenance, or dissemination of private data on individuals as defined and regulated by the Minnesota Government Data Practices Act, Minnesota Statutes, Sect. 13 and or any other applicable state or federal laws. Parties further agree to establish practices for student data that conform to the federal Family Education Rights and Privacy Act of 1974 (FERPA).

### **Section 10: Indemnification**

Each Party shall save and hold harmless all other Parties and its officers, agents, employees, and members from all claims, suits or actions of whatsoever nature resulting from or arising out of any performances or failures to adequately perform services pursuant to this agreement.

### **Section 11: Withdrawal and Termination**

1. Any Party may withdraw from this Agreement by passage of a resolution by its governing board declaring its intent to withdraw on a specific date, which date shall not be less than 60 days from the resolution and receipt of that resolution by the Collaborative Board of Directors.
2. Where a Party exercises its option to withdraw, the withdrawing Party shall remain liable for fiscal obligations incurred prior to the effective date of withdrawal but shall incur no additional fiscal liability beyond the effective date of withdrawal.

3. The withdrawing Party shall not be entitled to a refund of contributions made to the Integrated Fund or other fees paid to operate the Collaborative.
4. Notwithstanding Parties' authority to withdraw, this Agreement and the Board and Council created thereby shall continue to force until all participating Parties mutually agree to terminate this Agreement by Joint resolution of the Parties, or until necessitated by law or decision of a court of competent jurisdiction. After the effective date of termination the Board shall continue to exist for the limited purpose of discharging the Collaborative's debts and liabilities, settling its affairs, and disposing of Integrated Fund assets, if any.
5. This schedule of contributions shall be renegotiated each year, approved by the Board.

### **Section 12: Disposal of Surplus Funds and Property**

Upon termination of this Agreement, all personal and real property held by or in the name of the Collaborative will be distributed by resolution of the Collaborative Board of Directors in accordance with the law and in a manner to best accomplish the continuing purposes of the Collaborative. As provided by law, any surplus monies will be returned to the members in proportion to contributions of the members after the purpose of the Agreement has been completed.

### **Section 13: Term of Agreement and Amendments**

1. This Agreement shall be effective on November 21, 2019, or upon the date the final required signature is obtained, whichever occurs later and shall remain in effect until June 30, 2024.
2. A majority of the Board may recommend amendments to this Agreement. Notice of any proposed amendment must be provided in writing to all participating members at least thirty days in advance of the Board meeting prior to the effective date of the proposed amendment.

### **Section 14: Severability**

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

### **Section 15: Mediation of Disputes**

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

**Section 16: Access to Books and Records**

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

**Signatures of Parties to This Agreement**

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\_\_\_\_\_

Designee, Red Wing Public Schools

Date

Name: \_\_\_\_\_

Title: \_\_\_\_\_