

TODD COUNTY

FAMILY SERVICES COLLABORATIVE FOR CHILDREN AND FAMILIES

INTERAGENCY GOVERNANCE AGREEMENT (also referred to as “this Agreement”)

This Agreement made and entered into this day 28th day of February, 2025, by and between: Todd County Health and Human Services, Todd County Community Health, Todd-Wadena Community Corrections, Bertha-Hewitt School District #786, Browerville School District #787, Long Prairie-Grey Eagle School District #2753, Staples-Motley School District #2170, Freshwater Education District #6004, Tri-County Community Action Partnership (TCCAP), Northern Pines Mental Health Center, Nystrom and Associates, Kinship Partners, Hands of Hope Resource Center, and Lakewood Health System hereinafter referred to as the “Parties”, is as follows:

Authority and Premises

Whereas: Minnesota Statutes 142D.15 and 245.493 permit public and private child serving agencies to come together by mutual agreement to establish a family services collaborative, a children’s mental health collaborative formed by the merger of family services and children’s mental health collaborative and to establish an integrated children’s services system; and

Whereas: The Parties agree that children’s needs cross over the boundaries of categorical agencies, and that services need to be coordinated across transitional systems; and

Whereas: The Parties agree that parents and community supports are key to successful care planning for children; and

Whereas: The Parties agree that an integrated system should be built upon existing agencies and that system redesign consists in large part of redefining relationships among agencies; and

Now, therefore; in consideration of the mutual agreements combined herein, all participating Parties do hereby establish the Todd County Collaborative for Children and Families, hereinafter referred to as the “Collaborative”, and do agree as follows:

Section 1. PURPOSE

The Parties enter into this Agreement for the purpose of improving the social, emotional, educational, and economic outcomes of all Todd County children, adolescents, and their

families. This shall be accomplished by mitigating risk factors and enhancing protective factors. To fulfill this purpose, the Parties come together in the Collaborative to create an integrated service delivery system for children, adolescents, and their families that are at risk and/or have multiple and special needs. This integrated service delivery system shall be based on the latest knowledge and best practices available in relevant professional fields and service delivery approaches. The Collaborative shall neither replace nor duplicate existing agencies but shall create, if necessary, and maintain relationships among them. It is the purpose of the Collaborative that families, communities, and institutions work together for a responsive, flexible system of education, support, and services that focuses positively on the needs, strengths, and the potentials of each child and family.

Section 2. POPULATION TO BE SERVED AND SERVICE DELIVERY MODEL

A. Population to be Served: The Collaborative shall serve Todd County children, youth and young adults from birth through age 21 and their families. The Collaborative has specific responsibilities related to those from birth through age 21 who have multiple problems or are at risk of developing multiple problems and who need, or are at risk of needing, coordination and multi-agency services and supports. Parties shall establish need for services and support evidenced by a behavior or condition that affects the child/adolescent/young adult's ability to function in a primary aspect of their daily living, including personal relationships, living arrangements, work, school, self-care, and recreation. The Collaborative shall serve these individuals and their families by providing support and assistance in understanding and coordinating the services available to them.

B. Target Population: The Collaborative will focus on early intervention of school age children grades K-3, with plans to extend the system of care for eligible young from ages 8-21, and support early intervention and prevention services for birth to preschool age children. For school-age children and youth with emotional disorders and severe emotional disorders, the primary focus will be on strengthening the system of care. The Collaborative will continue to support prenatal prevention services.

Section 3. COMPOSITION OF THE COLLABORATIVE'S DECISION-MAKING BODIES

A. Governing Board: Legal and revenue authority of the Collaborative shall be exercised by the Collaborative Governing Board, hereinafter referred to as the "Board". The structure of the Board will be composed of voting Standing and Community Board Members.

Standing Board Members:

Todd County Health & Human Services
Todd-Wadena Community Corrections
Bertha-Hewitt School District #786

2 Representatives
1 Representative
1 Representative

Browerville School District #787	1 Representative
Long Prairie-Grey Eagle School District	1 Representative
Staples-Motley School District #2170	1 Representative
Freshwater Education District #6004	1 Representative
Tri-County Community Action Partnership	1 Representative
Northern Pines Mental Health Center	1 Representative
Kinship Partners	1 Representative
Hands of Hope Resource Center	1 Representative

Community Board Members: The standing Board Members may appoint additional representatives, known as the Community Board Members, to serve in a voting capacity in accordance with the Collaborative By-laws.

Appendix A: current board member listing

The Governing Board shall meet annually to set policy directives and overall budgeting. Issues that come up during the course of the year shall be handled by the Collaborative Management Team.

The Governing Board shall:

1. Define the scope of the system to be established, including the target population.
2. Exercise revenue authority and oversee the Integrated Fund, as established in Section 5 of this Agreement.
3. Negotiate annual cash and/or in-kind contributions from each Party to the Collaborative's Integrated Fund.
4. Approve an annual revenue/expenditure budget at the annual meeting by approval of three-quarters of those in attendance who are eligible to vote. Such budgets shall account for all resources available to the Collaborative, both monetary and in-kind. Such budgets also shall show any program accounts maintained separately by the Parties.
5. Select a Fiscal Agent from among the Parties to the Agreement. Freshwater Education District shall serve as the Fiscal Agent and shall:
 - a. Establish and maintain any "project: accounts as needed; and
 - b. Receive funds contributed by Parties to the Agreement and funds from the State of Minnesota, the federal government, and from any lawful governmental or private sources, including gifts; and
 - i. Disburse funds upon action of the Governing Board or its Management Team; and
 - ii. Account for revenues and expenditures and produce appropriate financial statements; and
 - iii. Provide financial reports as required by state and federal agencies; and
 - iv. Prepare periodic financial reports as requested.
6. Apply for and accept grants, gifts, loans, and other assistance from any lawful source.

7. Expend funds through the Fiscal Agent, enter into contracts for the purposes described in this Agreement and in accordance with the operating budget approved by the Governing Board.
8. Evaluate collaborative fiscal performance to ensure accountability for effective and efficient use of public funds and oversee client outcomes.
9. Adopt by-laws on operating procedures and policies, as needed.

B. Management Team: This group will be made up of agency directors, administrators, collaborative service providers, and other representatives of members of the Agreement. Members of this group are responsible for keeping their Board of Directors or Supervisors informed of the Collaborative's efforts. This group will make most of the decisions regarding programming and the funding to support it. Director Services Providers will work directly with the children and families coordinating with interagency teams, using the wraparound method. This group, working with families, makes most of the decisions regarding programming and the funding to support it. The composition of each interagency team shall be tailored to the family being served. The package of services and support to be provided to a specific child or family shall be determined by the Direct Service Provider. The Management Team will meet four times per year to review progress, revise or plan programming, and make suggestions for budget revisions.

C. Collaborative Coordinator: Operational authority shall reside in the Collaborative Coordinator, hereinafter referred to as the "Coordinator". Operational authority shall mean the day-to-day management of Collaborative activities and personnel. The Governing Board, upon recommendation of the Management Team, shall develop a job description of duties for the Collaborative Coordinator. The Coordinator shall be selected by and report to the Governing Board.

Section 4: DUTIES OF THE PARTIES

A. Each Party to the Collaborative agrees to:

1. Designate a representative to the Collaborative Management Team to assist in designing, evaluating, and monitoring the performance of the integrated service system to accomplish the mission of the Collaborative.
2. Participate in programs and projects operated by the Collaborative.
3. Assign eligible staff to participate in the Local Collaborative Time Study under the terms and conditions agreed to between Todd County and Minnesota Department of Human Services and contribute earnings to the Integrated Fund.
4. Submit financial reports to the Fiscal Agency as requested to comply with state and federal funding guidelines.
5. Report in-kind contributions to the Integrated Fund.

Section 5: COLLABORATIVE FINANCES AND INTEGRATED FUND

- A.** The Parties agree to establish an Integrated Fund for the purpose of meeting the objectives of the Collaborative and increasing the flexibility of funding resources. The Integrated Fund will be used to support interventions, services, and programs for children and families in Todd County.
- B.** Parties agree that the Integrated Fund shall be under the direct control of the Governing Board and shall be administered, under the Board's control, by the Fiscal Agent.
- C.** In order to be a member of the Collaborative, each Party must contribute cash and/or in-kind resources/services into the collaborative's Integrated Fund.
- D.** This schedule of Parties' contributions amounts shall be renegotiated each year, approved at the annual meeting, and be incorporated into this Agreement by attached Supplement (Appendix B).
- E.** No party shall be required to encumber any amount exceeding that set forth in Section 5-C. However, nothing in this Agreement shall prohibit any Party from making an additional contribution or encumbrance of monetary or in-kind resources, nor from considering additional contributions or encumbrances on a case-by-case basis.

Section 6: PERSONNEL

The Collaborative does not hire employees, but may contract for services. Any personnel may be an employee of the various Parties to the Collaborative or of the Fiscal Agent.

Section 7: DATA PRACTICES

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.

Section 8: INSURANCE AND INDEMNIFICATION

- A. Indemnification:** Each party 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 party, its agents, or employees.
- B. Insurance:** Each Party agreed that in order to protect itself and the other Parties under the indemnity provision set forth above, that it will, at all times while a member of the Collaborative, keep in force policies of insurance, or an adequately funded program of self-insurance, the minimum amounts of which shall not be less than the limits of liability established for local units of government in Minnesota Statute 466.04.

Section 9: 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 Management Team in writing of the nature of the dispute and request the Management Team to hear the dispute at its next meeting and see resolution at the meeting. Discussion shall comply with the State's Open Meeting Law, Minnesota Statute, Chapter 13D.
 3. Step Three: If resolution is not achieved at the meeting described in Step Two, the Collaborative Governing Board shall take the matter under advisement, and at its following meeting, recommend a resolution for 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 Collaborative will be a separate party to the mediation. The cost of mediation will be equally divided among the grieving Parties.
 5. Step Five: The grieving Parties will submit the dispute to binding arbitration. The cost of arbitration will be equally divided among grieving Parties.
 6. Step Six: Upon resolution of the dispute, a joint communication will be issued to all affected Parties.

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

Section 10: TIME PERIOD OF AGREEMENT

The term of this Agreement is for the period of time from the date when signed by all Parties and remains in effect until revised or rescinded.

Section 11: AMENDMENTS TO THIS AGREEMENT

This Agreement may be amended only by the agreement of two-thirds of the participating parties. Notice of any proposed amendment must be provided in writing to all participating parties. The proposed amendment will then be voted upon at the next annual board meeting.

Section 12: MEMBERSHIP IN THE COLLABORATIVE

A. Members may join the Collaborative at any time by resolution of its Governing Board and signing agreement.

B. Any Party may withdraw from the Agreement by passage of a resolution by its Governing Board declaring its intent to withdraw. A Party exercising its opinion to withdraw shall

remain liable for financial obligations incurred prior to its withdrawal and shall not be entitled to a refund of contributions made to the Integrated Fund.

C. Notwithstanding Parties' authority to withdraw, this Agreement and the Board and Management Team created thereby shall continue in force until all participating parties mutually agree to terminate this Agreement by joint resolution of the Parties, or until necessitated by law or a 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 debts and liabilities, settling its affairs, and disposing of Integrated Fund assets, if any.

Section 13: 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 force and effect of law, such decision shall not affect the remaining portions of his Agreement.

Section 14: DISPOSAL OF SURPLUS FUNDS

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

Section 15: ACCESS TO BOOKS AND RECORDS

In accordance with Minnesota Statute 16C.05, subd. 5, each party agrees to make their books and records pertaining to its performance under this Agreement available to each other party, and to keep such documents for three years following termination of this Agreement.

Section 16: EFFECTIVE DATE

This Agreement shall be effective when adopted by those parties necessary to establish a Collaborative pursuant to Minnesota Statutes 142D.15 and 245.493. This Agreement shall remain in force so long as there are Parties to the Collaborative as required by Minnesota Statutes or unless amended or rescinded.

In WITNESS WHEREOF, each participating Party, by official actions, has caused this Agreement to be executed by their respective representative:

Agency: _____

Name: _____

Date: _____

Section 16: EFFECTIVE DATE

This Agreement shall be effective when adopted by those parties necessary to establish a Collaborative pursuant to Minnesota Statutes 142D.15 and 245.493. This Agreement shall remain in force so long as there are Parties to the Collaborative as required by Minnesota Statutes or unless amended or rescinded.

In WITNESS WHEREOF, each participating Party, by official actions, has caused this Agreement to be executed by their respective representative:

Agency Name:

Current Board Member representing agency (Write):

Signature: _____

Date: _____