

Bloomington-Edina-Richfield Family Services Collaborative Governing Agreement

This agreement (“Agreement”), by and between County of Hennepin, State of Minnesota, on behalf of its Human Services Department and Department of Community Corrections and Rehabilitation; Bloomington Public Schools ISD #271; Edina Public Schools ISD #273; Richfield Public Schools ISD #280; City of Bloomington, through its Public Health Department; Community Action Partnership of Hennepin County (CAP-HC); and Parents in Community Action (PICA), hereinafter referred to collectively as the “Parties” or individually as a “Party”, is as follows:

Authority and Premises:

Whereas: Minnesota Statute 142D.15 permits public and private child-serving agencies to come together by mutual agreement to establish a family services collaborative and to establish an integrated children’s service system; and

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

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

Now, therefore, in consideration of the mutual agreements combined herein, all participating Parties do hereby establish the Bloomington-Edina-Richfield Family Services Collaborative, hereinafter referred to as the “Collaborative”, and do agree as to the following terms:

Section 1: Purpose of the Collaborative

The Parties enter into this Agreement for the purpose of improving the social, emotional, educational, and economic outcomes of all children, youth, and their families living in the Bloomington, Edina, and Richfield School Districts and their member communities by mitigating risk factors and enhancing protective factors and for the purpose of creating an integrated service delivery system for children, youth, and their families with multiple and special needs. The Parties shall establish the Collaborative on the latest knowledge and best practices available in relevant professional fields and service delivery approaches. The Collaborative shall not function as a service provider but shall perform activities that build a sense of community, maintain quality education, strengthen families, and ensure safe neighborhoods by breaking down barriers to communication, collaborating and involving multiple sectors

of the community to work together to effect change. The Collaborative shall neither replace nor duplicate existing agencies but shall recreate relationships among them.

Section 2: Population to be Served and Service Delivery Model

A. Population to be Served: The Collaborative shall serve children from birth through age 21 who have multiple problems or are at risk of developing multiple problems. The Collaborative also shall serve the families of such children. A family may include biological, step, adoptive, custodial, or non-custodial parents; biological, step, or adoptive siblings or other minors with whom the child is residing.

The Governing Board shall define an initial target population and subsequent operational target populations and, in addition, shall establish a plan for progressing from the initial target population to the ultimate service population as defined in the above paragraph.

B. Service Delivery Model: The service area shall be defined by the boundaries of the Bloomington, Edina, and Richfield School Districts. This does not prohibit Collaborative activities being offered in municipalities surrounding or partially split within school district boundaries or in partnership with other organizations and agencies whose boundaries partially or in total lay outside the Bloomington, Edina, and Richfield School Districts.

The service delivery model shall include contracted services and supports that are based on the child and family's strengths and the resources of the child's community and that is cost-effective, needs-driven, unconditional, and culturally competent and that includes the delivery of highly individualized informal supports and formal 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's Governing Board, hereinafter referred to as the "Board". The Board shall be composed of 1 voting member each representing the following 8 Parties:

Standing Board Members

- Hennepin County Human Services
- Hennepin County Department of Community Corrections and Rehabilitation
- Bloomington Public Schools (ISD #271)
- Edina Public Schools (ISD #273)
- Richfield Public Schools (ISD #280)
- City of Bloomington, through its Public Health Department
- Community Action Partnership of Hennepin County (CAP-HC)
- Parents in Community Action (PICA)

Community Board Members

The Standing Board Members will appoint up to 12 additional members, known as the Community Board Members, to serve in a voting capacity in accordance with the Collaborative's by-laws.

Current Board members are listed in Appendix B.

B. 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 the Collaborative's activities and personnel. The Coordinator shall be selected by the Board.

Section 4: Powers and Duties of Collaborative Decision-Making Bodies

The powers and duties of this Agreement shall be carried out by the Collaborative Governing Board and Collaborative Coordinator as defined below. In general, the Board shall function as the decision, policy, and procedure making body for Collaborative activities as well as the purchaser of supports, interventions, and services. The Coordinator shall oversee the day-to-day operations of the Collaborative.

A. The Governing Board Shall:

1. Define the scope of the services system to be established, including the Target Population.
2. Oversee an Integrated Fund, as established by Section 6 of this Agreement.
3. Negotiate Integrated Fund contributions from each Party. Monetary and/or in-kind contributions to the Integrated Fund will be negotiated annually.
4. Approve an annual revenue budget that shall account for all resources available to the Collaborative, both monetary and in-kind.
5. Select a Fiscal Agent from among the Parties to this Agreement. The by-laws will include the name and responsibilities of the current Fiscal Agent selected by the Board. The Fiscal Agent shall:
 - a. establish and maintain an Integrated Fund as provided in Section 6;
 - b. receive and maintain funds assigned by the Board;
 - c. receive local, state, and federal grant dollars, cash, and charitable contributions and maintain in the Collaborative's Integrated Fund account;
 - d. disburse funds at the direction of the Collaborative Board;
 - e. account for revenues and expenditures and produce appropriate financial statements according to categories determined by the Board;
 - f. provide reports as required by state and federal agencies;
 - g. designate a staff person for Collaborative duties who shall work directly with the Collaborative Coordinator;
 - h. prepare periodic financial reports to the Board.
6. Through its Fiscal Agent, 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.

7. Apply for and accept grants, gifts, loans, and other assistance from any lawful source.
8. Through its Fiscal Agent, expend funds and enter into contracts for the purposes described in this Agreement and in accordance with the operating budget approved by the Board.
9. Select and supervise a Collaborative Coordinator to serve at the pleasure of the Board. The Coordinator may be an employee or independent contractor of the Collaborative or of any Party.
10. Evaluate Collaborative fiscal performance to ensure accountability for effective and efficient use of public funds and oversee client outcomes.
11. Notify all Parties at least one fiscal quarter before the beginning of each fiscal year of any anticipated additional financial expenses for the forthcoming year.
12. Adopt by-laws on operating policies and procedures.

B. The Collaborative Coordinator Shall:

1. Coordinate the development of the integrated service system.
2. Manage the daily operations of the integrated service system.
3. Manage service expenditures within the operating budget established by the Board, including oversight and review of the costs of services.
4. Contract, through the Fiscal Agent, for supports, interventions, and services for children and families in the Target Population.
5. Facilitate service delivery collaborations.
6. Hire and supervise Collaborative-employed staff, if needed. Supervise staff employed by the Parties who are assigned to Collaborative duties, regarding those Collaborative duties.
7. Coordinate with Fiscal Agent staff regarding Collaborative duties.
8. Oversee the collection and reporting of data by the Fiscal Agent and ensure collection of data as necessary for the maintenance of client records; coordination of service provision; performance and outcome evaluation; periodic reports to the Parties; and mandated reports to local, state, or federal governments.
9. Report to the Board.

Section 5: Duties of the Parties

The Parties agree to support the work of the Collaborative and shall:

- A. Appoint voting members to serve on the Collaborative Governing Board.
- B. Participate in programs and projects operated by the Collaborative.
- C. Identify resources, which can contribute to the integrated efforts of the Collaborative.
- D. Contribute monetary and/or in-kind contributions to the Integrated Fund in an amount negotiated annually and specified in Appendix A of this Agreement.
- E. Develop internal policies and cooperative procedures, as needed to implement this Agreement.

- F. Comply with applicable state and federal data practices laws and procedures relating to the collection, creation, receipt, maintenance, dissemination, retention, and destruction of private data pertaining to individuals.
- G. Maintain and supply all documentation necessary to assist the Fiscal Agent in meeting local, state, and federal reporting requirements.
- H. The Party selected by the Board will serve as the Fiscal Agent.
- I. Staff of the eligible Parties will participate in the Local Collaborative Time Study (LCTS) under the terms and conditions agreed to in the contract (Contract #A2211278) between Hennepin County and the Minnesota Department of Human Services and will contribute earnings to the Integrated Fund.

Section 6: Collaborative Finances and Integrated Fund

- A. Per Minnesota Statute 142D.15, Subd. 6, the Parties agree to establish an Integrated Fund for the purposes of financing service delivery plans and increasing the flexibility of funding sources. The Integrated Fund will be used to purchase supports, interventions, and services for children and families in the Target Population, to coordinate the provision of supports, interventions, and services, and to operate the Collaborative.
- 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. 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.
- D. The Integrated Fund may also receive dollars from other sources including, but not limited to, local property tax revenues, state and federal Medicaid reimbursements, state and federal grants, service contributions from non-governmental Parties, private gifts, and the monetary value of in-kind contributions.
- E. All grants, contributions, reimbursement, gifts, and earnings shall be maintained by the Fiscal Agent in the Integrated Fund and shall not be considered as contributions from or for any particular Party or Parties.
- F. This schedule of Parties' contribution amounts shall be renegotiated each year, approved at the annual meeting, and be incorporated into this Agreement by attached Supplement (Appendix A).
- G. No Party shall be required to encumber any amount exceeding that set forth in Section 6-F. 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 7: Personnel

- A. Staff employed by any Party and assigned to Collaborative duties shall report to the Coordinator with respect to those duties.

Employees shall remain within the compensation and job classification structure of the employing Party except insofar as the Collaborative may choose to supplement compensation. Benefits as provided by the

employing Party shall be retained, including employee health plan and contributions, retirement plans and contributions, liability insurance, and workers compensation insurance.

This paragraph shall apply to the Coordinator, if retained as an employee of any Party, except that the Coordinator shall report to the Board.

OR

B. Staff hired by the Collaborative shall report to the Coordinator, except in the case of the Coordinator who shall report to the Board. Compensation and benefits shall be determined by the Coordinator in consideration of attracting the best-qualified candidates and of equity among staff. Compensation and benefits for a Collaborative Coordinator hired in this manner shall be determined by the Board.

OR

C. Staff retained by contract for the Collaborative also shall report to the Coordinator, except in the case of the Coordinator who shall report to the Board. The employment relationship shall be defined by agreement between the employee and the selected employing Party (host agency). The employment contract shall contain, at minimum, the following provisions:

1. that a contract employee shall accrue no tenure, rights, or benefits available to host agency employees except that the Collaborative may provide such benefits as health coverage, sick leave, vacation pay, or severance pay from the Integrated Fund or other available resources;
2. that a contract employee shall be insured by the host agency for claims arising from acts or omissions within the scope of his or her employment; and
3. that the host agency shall make payroll deductions for the retirement plan and taxes, as required by law.

OR

D. Volunteers working for the Collaborative shall report to the Coordinator. Volunteers shall be covered by liability insurance as provided in Section 9-A of this Agreement.

The Fiscal Agent shall be reimbursed for the cost of additional insurance premiums arising from this coverage from the Integrated Fund or other available resources. Volunteers shall be reimbursed for their direct expenses resulting from their duties.

Section 8: Data Practices and Procedures

The Board shall establish data practices that conform to state and federal statutes and rules requiring 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 and or any other applicable state or federal laws. The Board shall establish practices for student data that conform to the federal Family Education Rights and Privacy Act of 1974 (FERPA). The Board, Coordinator, and all Collaborative personnel shall also comply with data practice policies of the parties from which they are receiving information and Minnesota Statute 142D.15, Subd. 5.

Section 9: Insurance and Liability

A. Insurance

1. The Collaborative shall purchase adequate insurance coverage to include protection for (1) workers compensation and (2) property and casualty including: general liability, errors and omissions, professional liability, auto liability, and product liability for the Collaborative. The Collaborative may consider applying for membership in the Minnesota Counties Intergovernmental Trust or other suitable source.
2. Covered parties shall include any individual engaged in the activities of the Collaborative including but not limited to: signatories to the governance agreement; members of the Governing Board or any advisory committee, council, or task force; staff employed by the Collaborative; staff employed by a Party and assigned to the Collaborative; volunteers; parents and consumers while performing duties for the Collaborative; or any other individual not affiliated with an insured organization while performing Collaborative duties.
3. It is understood and agreed that the liability shall be limited by the provisions of Minnesota Statutes Chapter 466 (Tort Liability, Political Subdivisions) and other applicable law and that such liability limits shall apply to any and all signatories to this Agreement and to any and all individuals while performing duties for the Collaborative. Each Party warrants that it has purchased insurance or a self-insurance program sufficient to meet its liability obligations and, at a minimum, to meet the maximum liability limits of Minnesota Statutes Chapter 466.
4. Parties agree to evaluate the costs and benefits of providing an employee health plan, either through optional coverage from the Minnesota Counties Insurance Trust or another source.
5. Parties agree not to waive the provisions of this section.

B. Liability

Each Party shall be liable for its own acts to the extent provided by law. Each Party's liability shall be governed by the terms of Minnesota Statutes Chapter 466 and other applicable law. This provision shall not be construed as a waiver of any immunity from liability under Chapter 466 or any other applicable law.

Section 10: 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:

Step One: The grieving Parties will attempt to work out the dispute through informal communication.

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, Minnesota Statutes Chapter 13D.

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.

Step Four: The grieving Parties may agree to 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.

Step Five: Upon resolution of the dispute, a joint communication will be issued to all affected parties.

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

C. Parties agree that if any Party fails to perform any of the duties in this Agreement, including failure to make payments to the Integrated Fund by the established payment date, the Governing Board may, in lieu of terminating this Agreement, withhold service or administrative reimbursements from the Integrated Fund after the date of failure to perform.

D. Parties agree that families receiving services or supports from the Collaborative are key decision makers in all actions and decisions regarding their children. However, in the event of a dispute between the Collaborative and a family receiving services or supports from the Collaborative, the Parties to this Agreement will abide by the following dispute resolution protocol:

Step One: Any Collaborative staff, board member, advisor, or volunteer, upon learning by verbal or written means about any substantial grievance of a family being served by the Collaborative against the Collaborative, its personnel, or the actions of the Collaborative or its personnel, must notify the Coordinator.

Step Two: The Coordinator will invite the family to a meeting within 20 days to describe the nature of the grievance. The family may invite an advocate or advocates of its choice. Either the family or the Coordinator may invite any third party that it believes may facilitate resolution. The Coordinator will attempt to resolve the grievance informally.

Step Three: Either the family or the Collaborative may request mediation by a neutral third party agreeable to all parties to the dispute. Participation in mediation is voluntary for all parties. Mediation must be completed within 20 days. Results of the mediation become binding and services and supports so agreed upon become part of the individualized care plan.

For the purposes of this Section, “family” means:

- a child over age 16 who has requested service or is being served by the Collaborative;
- the parents-- including a natural parent (either custodial or non-custodial), adoptive parent, or foster parent--of a child who has requested service or is being served by the Collaborative;
- a caretaker, guardian, trustee, or other legal representative with written permission to represent the child or family. Nothing in this protocol restricts a family’s due process rights under rule or law.

Section 11: Time Period of Agreement

The term of this agreement shall be effective when adopted by all Parties and remain in effect for a period of 7 years from the effective date, at which time it will be reviewed and renewed, unless revised or rescinded earlier in accordance with the provisions herein.

Section 12: Amendments to the Agreement

A. Except as provided in Sections 12-B and 12-C below, any alterations, variations, or modifications of the provisions of this Agreement shall only be valid when reduced to writing as an amendment to this Agreement signed by the Parties.

B. Annually renegotiated Integrated Fund contributions shall be deemed to be incorporated into this Agreement by attached Supplement (Appendix A).

C. A list of current voting Governing Board members, including Community Representatives appointed by the Standing Board Members, will be revised as needed in Appendix B.

Section 13: Withdrawal and Termination

A. 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 180 days from the date of resolution and receipt of that resolution by the Collaborative Governing Board.

B. 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.

C. 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.

D. Notwithstanding Parties' authority to withdraw, this Agreement and the Board 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 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.

Section 14: 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 Governing Board in accordance with 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 Parties in proportion to contributions of the Parties after the purpose of the Agreement has been completed.

Section 15: 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 16: Access to Books and Records

Subject to the requirements of Minnesota Statute 16C.05, Subd. 5, each Party, the Legislative Auditor, State Auditor, or any of their authorized representatives, at any time during normal business hours, and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of any Party and involve transactions relating to this Agreement. Every Party shall maintain these materials and allow access during the period of this Agreement and for six (6) years after its expiration, cancellation, or termination.

Section 17: Effective Date

This Agreement shall be effective when adopted by all Parties.

IN WITNESS WHEREOF, participating entities, by official actions, have caused this Agreement to be executed by their respective officers:

HENNEPIN COUNTY AUTHORIZATION

By: _____

David Hough, Hennepin County Administrator

Date: _____

For: Hennepin County

By: _____

Jodi Wentland, Deputy Hennepin County Administrator for Health and Human Services

Date: _____

For: Hennepin County Human Services

By: _____

Mary Ellen Heng, Director, Hennepin County Department of Community Corrections and Rehabilitation

Date: _____

For: Hennepin County Community Corrections and Rehabilitation

Reviewed for Hennepin County by the County Attorney's Office:

By: _____

Daniel D. Kaczor, Sr. Asst. Hennepin County Attorney

Date: _____

Signature

Date

Name: _____

Title: _____

Party: Bloomington Public Schools (ISD #271)

Signature

Date

Name: _____

Title: _____

Party: Edina Public Schools (ISD #273)

Signature

Date

Name: _____

Title: _____

Party: Richfield Public Schools (ISD #280)

Signature

Date

Name: _____

Title: _____

Party: -City of Bloomington

_____	_____
Signature	Date

Name: _____

Title: _____

Party: Community Action Partnership of Hennepin County (CAP-HC)

Signature

Date

Name: _____

Title: _____

Party: Parents in Community Action (PICA)

BLOOMINGTON-EDINA-RICHFIELD FAMILY SERVICES COLLABORATIVE
Appendix A

Annual Partner Contributions
2025

This schedule of contributions shall be renegotiated each year, approved at the annual meeting, and be incorporated into this Agreement by attached Supplement. Parties agree to the following schedule of contributions to the Integrated Fund:

Party	Monetary	In-kind	Total
Hennepin County Human Services	\$	\$	\$
Hennepin County Department of Community Corrections & Rehabilitation	\$	\$	\$
Bloomington Public Schools – ISD 271	\$	\$	\$
Edina Public Schools – ISD 273	\$	\$	\$
Richfield Public Schools -ISD 280	\$	\$	\$
- City of Bloomington- Public Health Department	\$	\$	\$
Community Action Partnership of Hennepin County (CAP-HC)	\$	\$	\$
Parents in Community Action (PICA)	\$	\$	\$
Total	\$	\$	\$

BLOOMINGTON-EDINA-RICHFIELD FAMILY SERVICES COLLABORATIVE**Appendix B****Current Governing Board Voting Members****2025**

Party	Name / Title	Term
Hennepin County Human Services		
Hennepin County Department of Community Corrections & Rehabilitation		
Bloomington Public Schools – ISD 271		
Edina Public Schools – ISD 273		
Richfield Public Schools – ISD 280		
-City of Bloomington- Public Health Department		
Community Action Partnership of Hennepin County (CAP-HC)		
Partners in Community Action (PICA)		