

**CLAY COUNTY COLLABORATIVE
AGREEMENT
AMENDED OCTOBER 4, 2006**

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

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

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

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

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

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

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

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

SECTION 1 PURPOSE

Partner Organizations enter into this Agreement for the purpose of improving the social, emotional, educational, and economic outcomes of Clay County children, adolescents and their families by mitigating risk factors and enhancing protective factors. Partner Organizations come together in the Collaborative to create an integrated service delivery system for children, adolescents, and their families with multiple and special needs. The Collaborative shall not function as a service provider but shall perform activities that coordinate supports and services such as common intake, common assessment, common care planning, care coordination, standard setting, and outcome evaluation. The Collaborative shall carry out its duties as required in Minnesota Statute Section 124D.23 Subdivision 2, Section 125A.023, and Section 245.293 Subdivision 2.

A. Clay County Collaborative Core Values:

- We care about children and families
- We believe in collaboration and partnership
- We believe in early prevention, identification and intervention

- We believe in strength-based family-centered services
- We believe in partnering with and supporting families
- We believe in accessible services
- We value education and training

B. Clay County Collaborative Vision:

“Successful partnerships building successful families “

C. Clay County Collaborative Mission Statement:

“Our mission is to work in partnership and collaboration to empower and provide opportunities for children and families.”

SECTION 2 MEMBERSHIP

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.

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

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 board/committee/council/commission of each Partner Organization as well as parent/consumer representatives.

B. BOARD OF DIRECTORS

The Board of Directors shall act on behalf of the Governance Board between meetings of the Governance Board. The Board of Directors shall be composed of four (five) sector representatives selected by each of the following bodies: the Governance Board and the Administrative Group.

C. 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 also exercise

expenditure authority. The Administrative Group shall be composed of agency directors, administrators or executive directors/officers of Partner Organizations as well as parent/consumer representatives.

D. WORK GROUPS

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

E. 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 the Board of Directors and approved by the Governance Board.

F. 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 administered, under the Board of Director's supervision, by a Fiscal Agent the Board of Directors shall choose and the Governance Board shall approve.

C. Partner Organizations will pay an annual partnership fee to the integrated fund. 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.

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.

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 keep in force policies of insurance, or an adequately funded program of self-insurance, the minimum amounts of which shall not be less than the limits of liability established for local units of government in Section 466.04 of the Minnesota Statutes.

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.

C. Coverage of parent/ consumer representatives: Parent/consumer representatives will be covered under the Collaborative's liability insurance.

SECTION 10 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 11 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 October 31, 2006.

IN WITNESS WHEREOF, the Partner Organizations, by official actions, have caused this Agreement to be executed by their respective officers: