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# Developing an Interagency Structure for Local Coordination of Services

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## Governance Manual



*Working together to improve  
services for children and youth  
with disabilities and  
their families*

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## **Minnesota's Interagency Coordinated System**

In 1998, the Interagency Services for Children with Disabilities Act was passed in Minnesota. This state legislation supports the development and implementation of a coordinated, multidisciplinary, interagency intervention service system for children and youth with disabilities, ages Birth to 21.

The legislation was proposed in response to the multiple, parallel, yet often unconnected service delivery systems currently operating in Minnesota. The goals of the legislation are to:

- coordinate these systems to make it easier for families and consumers;
- leverage system resources by increasing collaboration; and,
- streamline service delivery by reducing duplication of services from multiple service providers and by increasing collaboration and cooperation among all partners providing service to children, youth and families.

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**July 2002**

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## Introduction

This document offers agencies technical assistance in planning and creating governance agreements. It is intended as a tool to aid in the development of agreements that are tailored to the needs of the local partners and the communities they serve.

An underlying purpose of a governance agreement is to make people feel more comfortable with the change that comes from new partnerships.

## Statutory Background

The purpose of the Minnesota System of Interagency Collaboration (MnSIC) legislation is to assure the development of a coordinated interagency service system for children and youth with disabilities throughout Minnesota. It is not the intent of the statute to displace or abandon existing interagency efforts, such as collaboratives.

State law requires an interagency intervention service system that provides a comprehensive, multidisciplinary, coordinated and seamless delivery of supports and services for children with disabilities ages 3 through 21. A coordinated system needs to be developed and available. It is a family's choice whether to participate in this system.

State law requires county and school boards to establish an interagency governance structure to coordinate local services for children and youth with disabilities ages 3-21 by the Interagency Services for Children with Disabilities Act [Minnesota Statutes 125A.023 and 125A.027].

These statutes outline the responsibilities of county boards and school boards to develop and implement this system locally. It requires county boards and school boards in a community to establish an interagency governance structure and requires the State Interagency Committee (SIC) to develop guidelines for these local governance structures.

Local interagency structures have choices about how they will organize their coordinated system. Communities may choose to organize under a joint powers agreement or an interagency agreement (see Appendix A). County and school boards may use an existing interagency structure or create a new structure.

Interagency structures have flexibility in designing their own governance, but they must be able to perform duties as defined by statute. All interagency coordinated systems can structure and design their coordination of services to best suit the needs of their community.

County and school boards shall ensure that governance agreements include each eligible child in the county covered by the service area of the interagency coordinated system. It is expected that every eligible public school child in the state shall be provided services by the interagency coordinated system, regardless of race, sex and ethnicity. This means that each school district must establish partnerships with each county within its boundaries. Because county and school

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district boundaries seldom align, multi-district and multi-county governance structures may be quite attractive.

It is the responsibility of county and school boards to design their local interagency coordinated system and facilitate the system needed to coordinate services.

A governance agreement (interagency agreement or joint powers agreement) must be filed with the state. The agreement must include the Minnesota System of Interagency Coordination ages and assure that all county agencies and school districts are included in an agreement. Listed below are the MnSIC age-phase agreements with their corresponding dates for submission:

- up to age 5 or kindergarten entrance: January 1, 2001
- up to age 9: October 1, 2001 (submission date later than implementation date of July 1, 2001)
- up to age 14: July 1, 2002
- up to age 21: July 1, 2003
- 3-21 or 0-21: July 1, 2003 or at any time during the phase-in period. If an agreement has already been submitted covering these ages, there is no need to submit annually.

There is an expectation, however, that all agreements will be revised by July 1, 2003, to contain specific references to the MnSIC requirements.

## **What is Governance?**

Governance is the arrangement of formal relationships and decision-making processes that local communities create in order to support coordinated service delivery. A governance agreement articulates this arrangement in written form. The detail in governance is about setting down and formalizing various stakeholders' roles and responsibilities so that the best qualified people have the authority they need at a given moment to make decisions for children and families and so that they bring the right resource to bear at precisely the moment when it will do the most good. The expertise needed to design and operate an interagency coordinated system is broadly dispersed among professionals, parents, providers, advocates, and community members. It bestows upon such people the necessary authority to design, participate in, and monitor the service delivery system. At the same time, it acknowledges that not everyone needs to make all decisions. It defines who makes what decision based upon who is best qualified to do so. The result of planning for the written agreement is that interagency governance structures will have organized resources to address the individual needs of children and families.

The Interagency Coordinated System Act allows tremendous local flexibility regarding how various governmental units, families and private providers form a decision-making body. Governance structures will vary from one community to the next, depending on how they plan to deliver integrated

services, their stage of development of coordination of services and how they interpret the needs of the children they serve.

## **Why is Governance Crucial to Eligible Children, Youth and Families?**

The purpose of service coordination is to help children and families. There may be difficulty with discussions of governance because they believe governance is merely about the system and bureaucracy—not about kids. Yet systems, too, are about children and families. Institutions are the extension and formalization of human relationships and interaction. Governance examines how to re-create the formalized human interaction of people involved in the local system to result in better lives for children and families.

A governance agreement relieves an organization from indecision, allowing individuals to focus their energies on serving children and families. It does this by setting down a common resolution to such conflicts as:

- Who controls what?
- Who makes what decisions?
- Who performs what actions?
- Who is responsible for what?
- Who is accountable to whom?

A governance agreement sets forth purpose and defines responsibilities. It establishes a clear manner for making decisions. It preserves hard-won inter-agency relationships beyond the tenure of their creators.

## **Why Must an Interagency Coordinated System Incorporate Parents as Decision Makers?**

Parents are equal partners and contributors. Parents are the primary caregivers. They are the best source of information necessary for assessment and diagnosis. Parents have the greatest stake in positive client outcomes and their stake produces tremendous commitment to evaluating and improving system performance. Their involvement keeps day-to-day operations on track. Finally, the clients are their children.

A system designed and committed to making optimal use of parents will leverage a tremendous financial return on a minimal public investment in family supports; especially when it compiles a catalog of informal resources, helps families make full use of their natural support networks, and coordinates those networks with formal services. In the real world, before families will be willing to expose their friends, relatives, clergymen, neighbors or co-workers to “the system,” they will need to be convinced that their natural supporters will be taken seriously and treated with the utmost respect. This provides the structural elements of a family-centered system.

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## Developing Governance Structure for Local Coordination of Services

An interagency agreement puts into writing the specific arrangements developed by those involved in the coordination of the services planning process. The agreement is often the final step in establishing interagency working arrangements. It is wise to develop and test procedures so that they can be refined before formalizing them in an interagency agreement. An interagency agreement must be customized to reflect the specific relationships, obligations and duties that are the result of unique local planning processes.

Establishing a unified, interagency coordinated system that truly serves the needs of children and youth with disabilities and their families is a complex, challenging endeavor. Making this system work requires building new relationships and new ways of working together. To accomplish this, governing boards of local Interagency Early Intervention Committees are required to establish an interagency governance structure under guidelines set forth by SIC.

Local interagency structures have choices regarding how they will organize their governance structure. They may create a new structure, or select from, add to, or merge a governance structure from among the following interagency structures:

- **Interagency Early Intervention Committees (IEICs):** IEICs manage a system of interagency services for children with disabilities ages 0-3, and have statutory responsibilities to address the coordination of a system for children with disabilities ages 3-5.
- **Community Transition Interagency Committees (CTICs):** CTICs develop systems that facilitate the development, support, and improvement of transition services for youth with disabilities ages 14-21.
- **Children's Mental Health Collaboratives:** Some of the population served in the collaborative are children with mental health concerns who would meet the Coordinated Interagency System definition, i.e., children ages 3 to 21 with disabilities seeking services from two or more agencies.
- **Family Services Collaboratives (FSCs):** FSCs serve children who could meet the Coordinated Interagency System definition.
- **Combined Children's Mental Health and Family Services Collaboratives:** Both of these collaboratives have choices regarding the ages and concerns they will address.

This tool focuses on leveraging existing structures and integrating the concepts that exist within them. An interagency coordinated system does not require a new layer of government. Rather, it can constitute a network of relationships that are laid down on top of existing agencies and resources. This neither duplicates nor supplants existing organizations. Instead, it can weave

together the resources, knowledge, and talents of both new and existing players and wraps the new fabric of the system around the needs of an individual child and family. It reformulates relationships among existing players and infuses the network with new energy and expertise, particularly that of parents.

***The following must be incorporated into all local governance agreements:***

- A description of agency and community partners, geographic boundaries, relationships with existing collaboratives or interagency committees.
- An outline of roles and responsibilities of agencies involved including: interagency identification and assessment process; methods for service coordination; use of and participation in developing and implementing the IIP; assignment of duty to authorize or pay for services for a specific child and the decision-making process to be used; and provision, payment, and facilitation of payment for services.
- Guidelines and procedures for resolving disputes; collecting and sharing data; evaluating interagency success; developing interagency training; identifying services and resources to be coordinated.

## **Before you Begin**

- Have all the “players” at the table.
- Recognize that each interagency structure will need to struggle in their own unique way on their purpose.
- Start from the foundation that this is a work in progress and interagency structures will go through growing pains.
- Define your purpose, target population, service delivery model, structure, and duties *before* tackling funding decisions.

## **Getting Started**

This guidebook was created to help local communities design and tailor their service coordination and governance structures to the needs of their community. Sections contain background information to aid in understanding what might be needed for that section. Sample agreement language is provided on the right hand side of the page. Please remember these are just samples and are not intended to control your decision-making process. The background information (on the left side) is then followed by guiding questions that interagency structures can utilize to guide discussion and facilitate the decision-making process among the partners. Space has been left after each question for individuals to jot down comments or further questions that may come to mind during this process. Narrative sections can be formed using the notes and answers to each of the questions. Once each narrative section is completed, you will have a working draft of your Governance Agreement.

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## **Authority and Premises of Interagency Agreements**

Governance Agreements should begin with an Authority and Premise section. This section is an opportunity to proclaim the mission in founding the interagency coordinated system, but the “whereas” clauses are not part of the formal agreement. Some attorneys suggest stating, in the first clause, the statutory authority underpinning the agreement.

1. What is the mission of your partnership?

2. What are the principles that will guide the development of this agreement? Describe the foundation of the agreement.

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## Sample One: Authority and Premises

This agreement, made and entered into this \_\_\_day of \_\_\_\_\_ 2002, by and between [names of parties to sign the agreement], hereinafter referred to as the “Parties,” is as follows:

Whereas: Minn. Stat. Sect. 125A.027 and Sect. 125A.027 permit public and private child-serving agencies to come together by mutual agreement to coordinate local services for children and youth with disabilities ages 3 - 21 through the Interagency Services for Children with Disabilities Act.

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, “ABC County Interagency Structure” hereinafter referred to as the “Interagency Structure”, and do agree as follows:

## Sample Two: Authority and Premises

This Joint Powers Agreement made and entered into this 4th day of March 1997, and amended on December 15, 1999, and again on May 16, 2001, by and between [names of parties to sign the agreement] herein collectively referred to as “Participating Boards” is as follows:

WHEREAS, there is a recognized need to plan and develop services for children and families in XYZ 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, 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, education services, health services, and vocational services for the purposes of developing and governing an integrated service system; and

WHEREAS, Minnesota Statutes Sections 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 Participating Boards desire to make such services readily available to their residents in conformance with the provisions of Minnesota Statute 124D.23; and

WHEREAS, the Participating Boards recognize that such services can be appropriately financed, supported and managed by a multi-organization joint venture.

NOW, THEREFORE, in consideration of the conveyance and mutual agreements pursuant to the foregoing and to Minnesota Statutes 471.59, the Participating Boards do hereby establish the XYZ Joint Powers Collaborative; hereinafter referred to as XYZJPC; having the composition, powers and duties provided in this Agreement as follows:



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## **Sample One: Local Purpose of the Agreement**

The Parties enter into this Agreement for the purpose of improving the social, emotional, educational, and economic outcomes of all ABC County children, adolescents and their families by mitigating risk factors and enhancing protective factors and for the purpose of creating an integrated service delivery system for children, adolescents, and their families with multiple and special needs. The Parties shall found the Interagency Structure on the latest knowledge and best practices available in relevant professional fields and service delivery approaches. The Interagency Structure 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; standards setting; and outcomes evaluation. The Interagency Structure shall neither replace nor duplicate existing agencies but shall recreate relationships among them.

## **Sample Two: Local Purpose of the Agreement**

The EFG County Interagency Committees including the Interagency Early Intervention Committee, the Local Advisory Council (LAC), and the EFG County Community Transition Interagency Committee (CTIC) are committed to the development of a coordinated interagency service system which is based on intervention that responds to the needs of individual children and youth and the needs of the child's/youth's family. This will be accomplished by creating community partnerships, providing intervention, education and integrated services to families in a supportive, positive and respectful manner reflected in a single interagency plan.

The plan may be either an Interagency Family Services Plan (IFSP) for children from birth to 36 months and their families, or the Individual Interagency Intervention Plan (IIP) for children/youth from 36 months to 9 years and their families. The use of a single coordinated plan is based on the beliefs that a comprehensive, coordinated interagency referral and service system will reduce duplication and costs of services, and provide all appropriate resources and services for children, youth and families.

## **Sample Three: Local Purpose of the Agreement**

The purpose of this agreement is to fulfill the Participating Boards' responsibilities to carry out the mission of the XYZJPC. The XYZJPC Board is established, herein and referred to as the Joint Powers Board, to plan for and develop policies to implement, direct, operate and manage or contract for the operation and management services of the XYZJPC.

The mission of XYZJPC is to work in partnership with XYZ families, communities, agencies/organizations and institutions to increase opportunities to improve family functioning through enhanced self-esteem and the development of general employment skills.

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## **Section 2. Target Population**

Whether or not the interagency coordinated system uses the term “target population,” it is useful to describe who is to be served. Agreed upon eligibility criteria, screening protocol and mechanisms for referral may also be included in this section.

1. Who is the population that will benefit from the services coordinated under this agreement?

2. Define the ages of your target population.

3. What screening criteria will be used?

4. Is there a referral mechanism in place? If not, how will children be referred to risk factor monitoring, if they do not meet the eligibility criteria?

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## Sample One: Target Population

**Population To Be Served:** The Interagency Structure shall serve children from birth through age 21 who have multiple problems or are at risk of developing multiple problems. Further, these shall be children who need, or are at risk of needing, coordinated multi-agency services and supports. Need for services and supports shall be determined by screening criteria developed by the Interagency Structure and/or 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, self-care, and recreation. The Interagency Structure also shall serve the families of such children. A family to be served shall be defined, minimally, as the child's primary adult caretaker(s) and other children with whom the child is residing. A family may include biological, step, adoptive, custodial, or noncustodial 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.

## Sample Two: Target Population

For the purpose of this agreement, the target population is children with disabilities ages 0 to 9 who are in need of services from more than one agency. Determination of eligibility for social services, education services, health services or other services under this contract shall be made by each agency. The eligibility criteria are:

- a) All children must be EFG County Residents as determined by the agencies.
- b) All children/youth must be between birth and 9 years of age, have a special education need and be eligible for services from more than one of the member agencies.

Each agency shall follow its own procedure for enrolling, discharging or discontinuing services for a child/youth and their family. Agencies shall inform the primary contact or provider of services when a service is begun, changed or discontinued.

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### **Section 3. Service Delivery Model**

The structure and design of the interagency coordinated system should best suit the needs of your community. However, structures must support the delivery of duties as required by statute.

1. What service delivery model best suits your needs?
2. Who will develop the model?
3. What should the model look like?
4. What models, if any, are currently being used in your area? Are they working? If not, how can they be modified to work better?

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## Sample One: Service Delivery Model

**Service Delivery Model:** The service-delivery model shall be the “family-centered, person-centered, wraparound process,” defined as intervention that is developed by an interdisciplinary team and that is 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.

## Sample One: Service Delivery Model

### Service Delivery Model

The primary aim of the program is to help each child/youth reach their potential. Therefore, the programming is dependent upon each child’s/youth’s/family’s needs. This agreement addresses the general components in serving children. Specific staffing needs, curriculum, service provision locations etc. will be addressed with each agency. The major child/youth objectives of this program are to:

- a) Provide a comprehensive system of integrating services for children/youth with special needs and their families, and,
- b) Provide children/youth with experiences for which they are eligible that are appropriate to their age and state of development which will help them grow socially, intellectually, physically and emotionally.

## Sample Three: Service Delivery Model

### What model will be used for child and family specific coordination of services?

The Wraparound model will be used for the coordination of services. Although all components of Wraparound may not be present within each team, the concepts of family-centered, strength-based, culturally appropriate, and natural supports will be critical to the process.

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## Section 4. Composition of Decision Making Bodies

Interagency structures have flexibility in defining the structure of their governance. All inter-agency structures can structure and design their service coordination model to best suit the needs of their community. However, structures must support the delivery of duties as required by statute.

1. Who are the formal members?

2. What structures currently exist in your area?

3. How many members will be appointed? How will members and alternates be appointed?

4. What model of governance meets your needs?


*(More questions on page 16)*

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## Sample One: Composition of Decision Making Bodies

- A. **Service Delivery Teams:** The package of services and supports to be provided to a specific child or family shall be determined by an ad hoc “service delivery team” under the supervision of the Administrator. Such service decisions shall include expenditure decisions. A facilitator assigned to a family by the Administrator when a family applies for services shall work with the family to compose a service delivery team. The composition of each service delivery team shall be tailored to the family being served. The Team shall be composed of a service coordinator [case manager]; professionals who are, or have been, involved with the family; nonprofessionals who know the family or who have access to informal resources; the child, when appropriate; and at least one parent, caretaker, guardian, or trustee of the client child. A parent may be either an adoptive or a biological parent and may be either a custodial or a noncustodial parent. At least half of each Team shall be selected or approved by the client family and, additionally, the Family may select any person from inside or outside the local system of care to serve on the Team as their advocate.
- B. **Administrator:** Operational authority shall reside in the Administrator, hereinafter referred to as the “Administrator”. Operational authority shall mean the day-to-day management of the Interagency Structure’s activities and personnel. The Administrator shall be selected by the Board.
- C. **Interagency Structure:** Design and policy oversight authority for the integrated service system to be operated by the partnership shall reside in the Interagency Structure. The Interagency Structure shall exercise expenditure authority. Composition of the Interagency Structure shall be determined by the Board and shall represent both agencies of the formal system of care and brokers of informal resources as needed to represent community resources available to strengthen and support families.
- D. **Governing Board:** Legal authority of the partnership shall be exercised by the Governing Board, hereinafter referred to as the “Board.” The Board shall exercise revenue authority. The Board shall be composed of 12 members and an alternate from the ABC County Board of Commissioners, each regular member assigned to represent a statutorily-mandated county entity; one member and an alternate from the School Board of [each participating school district], one member and an alternate from the [non-county local mental health entity], two members and an alternate from [a local organization of consumers or parents of children in the target population], and one member and an alternate from [each organization—public or private— that contributes monetary or in-kind resources to the Interagency Structure’s integrated fund.] Appointments of members and alternates to the Board shall be determined by a process established by each represented entity.

*(More samples on page 17)*

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5. Who will decide how resources shall be used for each family? Do you need a service delivery team? What decisions should be in the hands of the professionals who work directly with a child? Will they authorize services as a team? Will they exercise authority up to a predetermined spending limit?
  
  6. Who will be in charge of the interagency structure's operations and daily activities? Do you need a manager, director or coordinator?
  
  7. How will you encourage the broader community to assume community "ownership" of children and families with complex needs?
  
  8. Do you need an advisory group that brings in non-agency stakeholders to provide expertise and to gain access to the informal resources which participants such as clergy, business, cultural, and neighborhood leaders represent? If so, who are the formal members? Who are the informal resources?

*(More questions on page 18)*

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## Sample Two: Composition of Decision Making Bodies

### Function of the Governance Board

The EFG County Interagency Committees Governance Board, shall be composed of one elected member and alternate from the EFG County Board, Small School District #111, Medium School District #222, Large School District #333, EFG County Mental Health Center, and EFG County Public Health Board. This group will be known as the Governance Board and will oversee all of the interagency projects, develop spending plans, approve project proposals, and maintain accountability. This group will meet quarterly and will provide oversight to the Interagency Councils management of the programs. The Governance Board will be responsible for determining priorities within the target population. The Board will ensure responsiveness to community needs and address conflict between agencies. The Board will ensure that policies are carried out. Finally, the Governance Board will identify any barriers to service that may exist as a result of state rules and regulations and bring that information to the attention of the State Management Team.

### Function of the EFG Interagency Council

The EFG Interagency Council shall:

1. Consist of the following members: Small School District #111 Superintendent, Medium School District #222 Superintendent, Large School District #333 Superintendent, Interagency Coordinator, EFG County Public Health Director, EFG County Coordinator, EFG County Court Services Director, EFG County Family Services Director, EFG County Mental Health Director, Health Start Director, and EFG Special Education Director.

### Functions of the EFG County Service Delivery Team

EFG County Service Delivery Teams (ECSDT) will develop Individualized Treatment Plans through the use of the Service Plan, which is based on a wraparound model. Teams will comprise professionals from the member agencies who have or will have involvement with a particular child. The child and his/her family will serve a leading role in the planning and implementation process.

Each team member will provide for the child's needs from the point of view of his/her professional discipline and agency mission, and will serve as a resource to the service delivery team. All members will have input into the development of the plan. Team meetings will be conducted in a way that supports open dialogue and participation of team members. Member agencies will agree to support the functioning of the treatment team process by encouraging designated individuals to attend and participate in Interagency meetings.

The ECSDT will decide upon a service coordinator for each child that was referred. It will be the responsibility of the service coordinator to maintain the written plan developed by the team and secure needed signatures. Service Coordinators will arrange quarterly meetings to review, maintain and/or revise the Plan. He/she will coordinate all services/activities planned for the child and family by the Service Delivery Team. If any team member is unable to attend a particular team meeting, the service coordinator will obtain relevant information from another team member.

*(More samples on page 19)*



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## Sample Three: Composition of Decision Making Bodies

### JOINT POWERS BOARD:

The powers, duties, mission and purpose of this agreement shall be carried out through the Joint Powers Board. Composition of the membership in the Joint Powers Board shall be as follows:

#### A. The Board shall consist of:

1. Two (2) XYZ County Commissioners.
2. Two (2) School Board Members from the Independent School District #555.
3. One (1) School Board Member from each of the other four (4) participating School Districts.
4. One (1) City Representative from within each of the five School Districts.
5. One (1) Representative from the XYZ Head Start.
6. One (1) Representative of the Collaborative Advisory Committee (mental health professional).
7. One (1) Representative of the Minnesota Department of Corrections - XYZ County Court Services.
8. Two (2) Consumer/Parent representatives of children with special needs who are participating Partners of the Collaborative Advisory Committee and residents of XYZ County.
9. Administrator of XYZ County Public Health Department.
10. Director of XYZ County Social Services.
11. Two (2) Superintendent representatives from within XYZ County as recommended by the Superintendents of the School Districts in the County.

#### B. Appointment to the Board:

1. Members representing XYZ County shall be appointed and removed by the XYZ County Board of Commissioners.
2. Members representing each school district shall be appointed and removed by the represented School District's Board.
3. Representatives of each City choosing to participate shall be appointed and removed by the City Council.
4. Representatives of the XYZ Head Start shall be appointed and removed by the XYZ County Board of Commissioners.
5. Representatives of the Collaborative Advisory Committee (mental health professional) shall be appointed and removed by the XYZ County Board of Commissioners.
6. Representatives of the Minnesota Department of Corrections - XYZ County Court Services shall be appointed and removed by the XYZ County Board of Commissioners.
7. Parent Representatives of children with disabilities shall be appointed and removed by the XYZ County Board of Commissioners.
8. The Superintendent representative(s) shall be selected by the XYZ County Superintendent group and forwarded to the XYZ County Board of Commissioners for formal appointment and/or removal.
9. Additional Parties to this Joint Powers Agreement may be added from time to time by agreement of the present/future Participating Boards.

#### C. Members of the Joint Powers Board shall be appointed to a three (3) year term.

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## Section 5. Powers and Duties of the Governing Body

Where the previous section identified the interagency structure's decision-making bodies and described their composition, this section describes the roles and responsibilities of each body.

The life of an interagency structure has two distinct phases. In each phase the duties of each decision-making body will differ. The first is the developmental (or planning) phase. The other is the operational phase. Even if planning and operations occur simultaneously, the two distinct types of activities should be recognized.

Two realities must steer the design of the financial structure and financial decision-making.

- First, elected officials determine the total amount of public money committed to the interagency structure.
- Secondly, professionals and parents closest to the child are the experts regarding how to spend the money most effectively.

**Revenue authority.** A decision-making body comprising elected officials or their delegates must assure that the interagency coordinated system meets laws and rules and other parameters. If the organization will be a joint public-private effort, then financially-responsible officers from those contributing private organizations also should have seats on this body.

**Expenditure authority.** Spending decisions must be placed in the hands of the service team working directly with the child. Clear roles should be described. What does a team member have power to authorize? When is outside authorization is needed?

1. What do the formal members of the governing body do together?

2. What services and supports do you want to deliver to children and families?

*(More questions on page 22)*

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## Sample One: Powers and Duties of Governing Body

The powers and duties of this Agreement shall be carried out by a Governing Board, an Interagency Council, an Administrator, and ad hoc multi-agency Service Delivery Teams as defined below. In general, the Board shall function as the purchaser of supports, interventions, and services. The Council shall function as the coordinator of the provider system and act, day to day, via the Administrator and Service Delivery teams.

### A. The Service Delivery Teams Shall:

1. Assess the type and frequency of supports and services needed based on the child's and family's strengths and needs.
2. Utilizing the IIIP, develop highly individualized and coordinated service plans via the "wraparound" process. Teams shall base service plans on a child's and family's strengths, culture, values, and preferences. Teams shall balance service plans between formal services and informal supports and resources. Plans must be consistent with financing criteria established by the interagency coordinated system, as provided in this Agreement.
3. Authorize and incur expenses for the provision of supports and services according to the service plan.
4. Monitor progress toward achieving outcomes stated in the service plans and assure that authorized services are, in fact, provided.
5. Meet at the call of the family's service coordinator.
6. Create a respectful atmosphere that is conducive to an equal decision-making role for parents, caretakers, or guardians in the planning of supports, interventions, and services for the children and family.
7. Strive to reach consensus but may make decisions by majority vote.

### B. The Administrator Shall:

1. Coordinate the development of the interagency coordinated system.
2. Manage the daily operations of the interagency coordinated system, including the functions as provided in Section 4-C-1 of this Agreement.
3. Manage service expenditures within the established operating budget, including oversight and review of the costs of service packages developed by Service Delivery Teams.
4. Contract, through the Fiscal Agent, for supports, interventions, and services for eligible children according to an individualized multi-agency service plan as developed by Service Delivery Teams.
5. Appoint a "service coordinator" who shall serve as host and advocate to each child and family when applying for or receiving services. The Facilitator also shall work with the family to configure a Service Delivery Team.
6. Assure service coordination.
7. If needed, hire and supervise interagency coordinated system employed staff. Supervise staff employed by the Parties who are assigned to Interagency Council duties, with regard to those Interagency Council duties.
8. Supervise Fiscal Agent staff with regard to Interagency Council duties.
9. 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.
10. Report to the Board.

### C. The Interagency Council Shall:

1. Develop an integrated service delivery system for eligible children, the design of which shall be approved by the Board. The integrated system shall include:
  - a. A common vision of how the local system of care should serve eligible children, including an Interagency Council planning and development process and timetable.
  - b. A plan for the expansion of the operational target population to 21, enlistment of additional interagency coordinated system partners, expansion of the services and supports array, and ensuring a catchment area sufficiently large to provide economic viability.
  - c. Practices that provide earlier identification of problems and risks.

*(More samples on page 23)*

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3. What do children need that they are not getting? What is wrong with the existing system?

4. How will you determine if services work? How will you evaluate the effectiveness of the new system?

5. How do you want your service system to deliver those services and supports?

6. Who does what?

7. Who controls what?

8. Who makes what decisions?

*(More questions on page 24)*

(Sample One Continued)

- d. A common client pathway that identifies the components and functions of an integrated system and a client's access to each component.
  - e. A client access plan that permits normalized or non-stigmatized access to the entire service network regardless where the child enters the system.
  - f. Common intake protocols that link a client with a "family facilitator" immediately upon referral or application for services to serve as the family's host and advocate in the system.
  - g. Protocols providing for either coordination of assessments or use of a common assessment tool and for determination of the need for multi-agency service coordination.
  - h. Protocols for highly individualized multiagency care planning by a Service Delivery Team as provided in Section 4-A-2 of this Agreement.
  - i. Protocols for unitary service coordination in which the care coordinator has access to all program options and all funding sources in the local system of care and who will work with the family as an equal partner to determine how the system may best serve the family's needs.
  - j. Client outcome standards.
  - k. Data practices guidelines for Interagency Council staff regarding the collection, creation, reception, maintenance, dissemination, or use of private data on individuals.
1. Procedures for appeals, due process, and client-to-system mediation.
  2. Establish policies for use of an integrated fund including setting criteria for the financing of individual plans of care.
  3. Adopt an operating (expenditure) budget based on revenues assigned by the Board.
  4. Evaluate performance of the Administrator and Service Delivery Teams and the clinical performance of providers and assure client outcomes.
  5. Establish personnel policies for any hired or contracted staff or any staff employed by any Party but assigned to Interagency Council work.
  6. Establish a Staff Development Committee whose charge shall be to enhance staff capacity to carry out the mission of the Interagency Council. The Committee will:
    - a. Develop cultural competency training for direct-service staff and managers.
    - b. Recruit or train culturally competent and professionally qualified service providers for the Interagency Council network.
    - c. Develop training modules in: the wraparound process; functioning in an integrated system; comparative overview of funding streams; and other training modules as needed.
  7. Establish an Informal Resources Committee to facilitate access to informal resources.
  8. Establish a Managed Care Planning Committee whose charge shall be to investigate, plan, and make recommendations to the Council with regard to the Interagency Council's future relationship to the local managed health care system, other Interagency Councils, and any emergent managed child welfare system.
  9. Appoint an advisory committee composed of parents of children in the target population, providers, client advocates, and representatives of parent organizations, community organizations, and local business or any person or organizational representative whose advice or technical assistance is deemed valuable by the Council. The composition of the advisory committee shall be representative of the diverse cultures in the target population. By mutual agreement, the Local Interagency Council, as provided in M.S. Sect. 245.4875, Subd, 5, may function as this advisory committee.

**D. The Governing Board Shall:**

1. Define the scope of the system to be established, including the Target Population.
2. Determine the composition of the Interagency Council.
3. Oversee an integrated fund, as established by Section 6 of this Agreement.
4. Negotiate integrated fund contributions from each Party in accordance with a specified work product to be provided to the Target Population.
5. Approve an annual revenue budget at its annual meeting by approval of three-quarters of those in attendance who are eligible to vote. Such revenue budget shall account for all resources available to the Interagency Council, both monetary and in-kind. Such budget also shall show both the joint service delivery account and the administrative accounts maintained separately by the Parties, as provided in Section 6-D.

(More samples on page 25)

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9. Who performs what actions?

10. What are the lines of authority? Who is responsible for what? Who is accountable to whom?  
What are the limits to each authority?

(Sample One Continued)

6. Select a Fiscal Agent from among the Parties to this Agreement. The Fiscal Agent shall:
  - a. Establish and maintain a “service delivery” account and an “administration” account.
  - 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 joint service delivery account.
  - d. Disburse funds at the direction of the Interagency Council Administrator.
  - e. Account for revenues and expenditures and produce appropriate financial statements according to categories determined by the Board and Council.
  - f. Provide reports as required by state and federal agencies.
  - g. Designate a staff person for Interagency Council duties who shall report to the Administrator.
  - h. Prepare periodic financial reports to the Board.
7. 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.
8. Apply for and accept grants, gifts, loans, and other assistance from any lawful source.
9. 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 Council, as provided in Section 4-C-3.
10. Employ and supervise an Administrator who may, at the Board’s discretion, be an employee of the Interagency Council or of any Party.
11. Evaluate Interagency Council’s fiscal performance to ensure accountability for effective and efficient use of public funds and oversee client outcomes.
12. 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.
13. Adopt bylaws on operating procedures.

## **Sample Two: Powers and Duties of Governing Body**

### **POWERS AND DUTIES OF THE JOINT POWERS BOARD:**

The Joint Powers Board shall exercise the powers and duties as necessary in the creation and operation of a Family Services Collaborative as provided under Minnesota Statute Section 124D.23, Children’s Mental Health Collaborative as provided under Minnesota Statute Section 245.491 through 245.496 Minnesota Statute Section 125A.023 and 125A.027 and by this Joint Powers Agreement. The parties agree as follows:

- A. This Joint Powers Agreement authorizes the XYZJPC to receive and expend any funds received from parties hereto, 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.
- B. The respective Participating Boards each will make the final decisions related to the collaborative efforts as they impact their specific jurisdiction.
- C. An Integrated Fund shall be created. In-kind contributions and approved grants shall be committed to the integrated fund by Participating Boards in conformance to the provisions of Minnesota Statute Chapter 124D.23.
- D. Any funding received by XYZJPC for which expenditure guidelines have not been clearly identified must be approved by at least three-fourths (3/4) majority of the Joint Powers Board.
- E. XYZ County is hereby designated the fiscal agent for XYZJPC. At the effective date of this agreement, XYZ County, as the fiscal agency for XYZJPC shall be responsible for the safekeeping of the funds of the XYZJPC. The XYZJPC and the fiscal agent shall ensure the accountability of all funds and the accurate reporting of all receipts and disbursements.
- F. All contracts, sales and purchases made by the Joint Powers Board shall be in conformance with the procurement procedures and practices applied by the fiscal agent (XYZ County).
- G. The Joint Powers Board may contract with and/or employ and manage staff as necessary to carry out the purpose of this Joint Powers Agreement, subject to the financial and regulatory limitations imposed by law, the Joint Powers Agreement to the State of Minnesota.
- H. If a coordinator is employed by the XYZJPC, the position shall be paid for by grant funds and/or XYZ County, with or without contributions from other Participating Boards. The supervision of this position will be provided by the entity serving as the fiscal agent.
- I. The XYZJPC shall assure that a collaborative plan is created in accordance with Minnesota Statute Sections 124D.23 and 245.491 through 245.496 and 125A.023 and 125A.027.

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## **Section 6. Duties and Retained Powers of Signatory Parties**

This section defines the ongoing duties of each party in the interagency structure. The essence of these provisions is to define the relationship of each signatory party to the collective effort. Since this is a governance agreement rather than a purchase-of-service contract, it does not attempt to stipulate each and every activity that a partner will undertake in the service of the target population.

Any authority not delegated by this agreement will be retained.

1. What powers do the formal members keep?

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## **Sample One: Duties and Retained Powers of Signatory Parties**

### **Each agency is responsible to:**

1. Participate in training activities.
2. Request release of information from parents to enable the creation of joint plans.
3. Participate as a member of a child/youth team in developing IIPs and IFSPs.
4. Participate in screening and assessment for children/youth and families as appropriate.
5. Provide service coordination services as appropriate to each agency's guidelines.
6. Serve as a liaison between agencies and services for families.
7. Cooperate in the collection of data to evaluate interagency efforts.
8. Inform staff of available services.
9. Provide funding to pay expenses related to employing personnel.

### **Public schools are responsible to:**

1. Provide special education and related services for eligible children ages birth to 9 years.
2. Use special education funds (i.e. reimbursements, transportation and foundation aids) to support programs as appropriate.
3. Complete and monitor special education due process for children/youth and families with special education needs.
4. Provide IIP management for students with special education needs.
5. Participate at IEIC, CTIC, and interagency meetings.
6. Offer parent education as appropriate for students with special education needs.

### **EFG County Social Services is responsible to:**

1. Provide consultation on family problems and related matters.
2. Encourage parent /child/youth involvement in services.
3. Provide services/resources as needed for eligible children/youth and families.
4. Participate in IEIC, CTIC, and interagency meetings.

### **EFG County Public Health is responsible to:**

1. Provide consultation on health and related matters.
2. Encourage parent/child/youth involvement in services.
3. Participate in IEIC and interagency meetings.
4. Implement child find activities including the Baby Tracks (Follow Along) program.

### **EFG Education District is responsible to:**

1. Participate in IEIC, CTIC, and interagency meetings.
2. Provide direct and indirect education services.
3. Provide evaluation services upon request.
4. Coordinate grant activities that focus on interagency provision of services.
5. Act as fiscal host and local primary agency for IEIC.

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## Section 7. Financial Arrangement and Funding

The specification of funding arrangements for payment of services should be addressed. This should include determination of which agency has the first and last dollar responsibility.

1. What resources do you need?
2. What resources are available?
3. What is the potential for revenue enhancement?
4. How can existing resources be better used? What actions or decisions need to be made in order to use existing resources?

*(More questions on page 30)*

## Sample One: Financial Arrangements and Funding

- A. The Parties agree to establish an Integrated Fund for the purposes of financing individualized care 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 Interagency Structure.
- 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 such fiscal agent as the Board shall choose.
- 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. Parties agree that the Integrated Fund shall constitute a single financial statement consisting of two accounts: The “service delivery account” shall be a joint account held in the name of the Interagency Structure separately from the Parties. The “administration account” shall show resources separately held by each Party in clearly distinct cost centers. Resources so maintained shall be administered by each holding Party but be subject to control of the Governing Board.
- E. The Service Delivery Account shall contain local service dollars contributed by the Parties from sources including but not limited to local property tax revenues, Community Social Services block grants, federal Title XX grants, and other sources; state and federal Medicaid reimbursements; state and federal grants; Local Collaborative Time Study earnings; service contributions from non-governmental Parties; private gifts; and the monetary value of in-kind contributions. Resources in this account shall be designated for the provision of supports, interventions, and services to the Target Population, including direct provision of services; purchase of service contracts; service coordination activities; informal support activities; and Interagency Structure administrative activities. The fiscal agent shall administer this account.
- F. The Administrative Account shall show the value of the Parties’ in-kind administrative activities and the value of Parties’ employees assigned to Interagency Structure service delivery and coordination activities. Resources in this account shall be designated for Parties’ staff-provided administrative activities and for Parties’ staff-provided direct services. Each Party shall administer its own cost center.
- G. Grants and contributions to the Interagency Structure shall be maintained by the fiscal agent in the joint Service Delivery Account and shall not be considered as contributions from any particular Party or Parties.
- H. This schedule of contributions shall be renegotiated each year, approved at the annual meeting, and be incorporated into this Agreement by attached Supplement. For the year [date]\_\_\_\_\_ to [date]\_\_\_\_\_, Parties agree to the following schedule of contributions to the Integrated Fund:

	Monetary	In-kind	Total
County	\$_____	\$_____	\$_____
School District	\$_____	\$_____	\$_____
School District	\$_____	\$_____	\$_____
MH Entity	\$_____	\$_____	\$_____
CAP Agency	\$_____	\$_____	\$_____
Parent Org.	\$_____	\$_____	\$_____
Contrib. Agency	\$_____	\$_____	\$_____
Contrib. Agency	\$_____	\$_____	\$_____

- I. Parties shall make four equal payments of their Integrated Fund contributions as defined in section 6-H, above, on the first day of the first month of each fiscal quarter (January 1, April 1, July 1, and October 1).
- J. No Party shall be required to encumber any amount exceeding that set forth in section 6-H. 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.

*(More samples on page 31)*

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5. Does financing support service design?

6. Do you need to manage resources? If so, do you need a structure to manage them? If so, what kind of structure do you need?

7. Who will be the fiscal agent for the group and accept responsibility for reporting, claiming and receiving payments?

8. Are there commonly controlled funds?

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## **Sample Two: Financial Arrangements and Funding**

It is the joint responsibility of the county boards and school boards to coordinate, provide and pay for appropriate services and to facilitate payment for services from public and private sources. Appropriate services for eligible children must be determined in consultation with parents, physicians, and other educational, medical, health, and human service providers. The services provided must be in conformity with an IFSP, IIP or ISP.

The county boards and school boards shall not be required to provide any services under an IFSP that are not required in an IIP or ISP. The financial responsibilities of each agency for services for children are outlined later in this document.

## **Sample Three: Financial Arrangements and Funding**

### **Provision and Payment of Services:**

The team will discuss, and address, possible options for payment. An interagency agreement needs yet to be developed to assure that multiple options are available. All efforts will be made to develop a flexible payment system. The Collaborative Board will be responsible for developing this system.

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## Section 8. Personnel

Some areas will hire personnel, some will not. If your interagency coordinated system does not intend to hire staff or assign staff to interagency duties you may skip to the next section.

1. Will you have interagency or jointly-owned personnel? If so, who will be responsible for the hiring/firing of personnel?
2. Who sets salaries, home agency and benefits?
3. Can existing personnel be used?
4. To whom will staff report?
5. Who will employ the staff?
6. Will volunteers be recruited?

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## Sample One: Personnel

- A. Staff employed by any Party and assigned to Interagency Structure duties shall report to the Administrator with respect to those duties. Employees shall remain within the compensation and job classification structure of the employing Party except insofar as the Interagency Structure may choose to supplement compensation. Benefits as provided by the employer Party shall be retained, including employee health and retirement plan and contributions, liability insurance, and workers compensation insurance. This paragraph shall apply to the Administrator, if retained as an employee of any Party, except that the Administrator shall report to the Board.
- B. Staff hired by the Interagency Structure shall report to the Administrator, except in the case of the Administrator who shall report to the Board. Compensation and benefits shall be determined by the Administrator in consideration of attracting the best-qualified candidates and of equity among staff. Compensation and benefits for Administrators hired in this manner shall be determined by the Board.
- C. Staff retained by contract also shall report to the Administrator, except in the case of the Administrator who shall report to the Board. The employment relationship shall be defined by agreement between the employee and the Host agency. The employment contract shall contain, at minimum, the following provisions: (a) that a contract employee shall accrue no tenure, rights, or benefits available to Host agency employees except that the Interagency Structure may provide such benefits as health coverage, sick leave, vacation pay, or severance pay from the Integrated Fund or other available resources; (b) 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; (c) that a contract employee shall be enrolled in the Host agency's employee retirement plan; and (d) that the Host agency shall make payroll deductions for the retirement plan and taxes, as required by law.
- D. Volunteers working for the Interagency Structure shall report to the Administrator. Volunteers shall be covered by liability insurance. 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.

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## Section 9. Data Practices and Procedures

We believe an Agreement should resolve the data privacy concerns that have tended to stymie an interagency structure's progress. Undoubtedly, your agreement will not solve every problem that arises.

Data privacy regulations must be adhered to. Families have a right to privacy from government agencies, even those whose mission is to help. Your interagency structure should attempt to establish practices which expedite agencies' efforts when they are done in conjunction with families and according to their wishes. In such an interagency structure, it is reasonable to assume that families will be willing to consent to the sharing of information among professionals and agencies when families believe they will benefit from such exchange.

Interagency structures should establish 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, Sect. 13, and/or any other applicable state or federal laws.

1. What kind of information management system do you need to facilitate accounting, reporting, case tracking and evaluation?

2. Who needs access?

3. Will the new system help users perform their duties or just be an additional burden?

*(More questions on page 36)*

## Sample One: Data Practices and Procedures

- A. All Parties agree to establish 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, 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). Such data practices shall, at minimum, include the provisions defined below in Sect. 8.B. through 8.K.
- B. The Parties designate the Interagency Structure's Administrator as the Responsible Authority pursuant to the Minnesota Government Data Practices Act, as the individual responsible for the collection, reception, maintenance, dissemination, and use of any data on individuals pursuant to this Agreement, and for the training of employees with regard to data practices.
- C. Parties agree to permit client families to consider the benefits of maintaining their privacy against the benefits of permitting disclosure of information in order to expedite the receipt of services and enable provider coordination.
- D. Parties agree to present a clear written or verbal Tennesen Warning, as provided in Minn. Stat., Sect.13.04, Subd. 2, to a client prior to asking the client to provide private or confidential information about her/himself or her/his minor children. Such notice describes what uses will be made of the information and the identity of other persons and entities authorized to receive the information from the collecting agency.

Parties further agree that any employee or volunteer who issues a verbal Tennesen Warning shall, as a general practice, make note of such issuance in the receiver's case file. Parties further agree that Interagency Structure entities shall obtain the client's signature on a written Tennesen Warning at the first face-to-face meeting following issuance of a verbal Tennesen Warning.

- E. In instances when Interagency Structure entities need to use or disseminate client data in a manner different from that described to the client in the Tennesen Warning, the Parties shall obtain the written informed consent of the subjects of the data. The test for such need shall be whether the information sharing would result in a clear benefit to the child or family. Information sharing solely for the convenience of the Interagency Structure or its Parties shall not be deemed necessary.

An exception to the "written informed consent" rule shall be made where immediate concerns exist regarding the safety or health of a child, such as a medical or child protection emergency.

Parties further agree to promote information-sharing practices among employees that are consistent with the Interagency Structure's service philosophy, namely, that obtaining a family's informed consent is fundamental to maintaining a parent-professional partnership.

Parties further agree that maintaining such parent-professional partnerships minimizes the risk of claims arising from the use or exchange of information on families.

Parties further agree to use a consent form that specifies:

- which agency is authorized to release data about the subject;
- the nature of the information to be disclosed;
- the persons or agencies to whom the subject is authorizing disclosure;
- the purposes for which the information may be used by any of the receiving parties; and
- the expiration date of the consent agreement which may not be more than one year.

- F. Parties who are political subdivisions may execute contracts with non-governmental Parties and with service providers in order to provide for the exchange of private data on individuals. Contracts shall be in consideration of more efficient coordination of services to mutual clients. Contracts shall be consistent with all provisions of this section and with the Minnesota Government Data Practices Act.

*(More samples on page 37)*

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4. What are your data privacy and data security issues?

5. Can you buy management information system services outside the interagency coordinated system to avoid creating a new system?

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*(Sample One Continued)*

- G. Parties agree to restrict client data access to only individuals whose work assignments reasonably require access and, then, permit access only to specific records required to perform those assignments. Parties further agree that judgment about which individuals have the need to see information shall be made by the Interagency Structure Administrator in conjunction with a designated individual from any Party that is asked to release private data on individuals. Parties further agree that access to all electronic records on individuals by any and all staff shall be restricted by way of individual passwords which permit access consistent with this paragraph.
- H. The Parties understand and agree that, pursuant to federal law, a school district may not, as a general rule, release any information about a student to anyone else, including other members of an Interagency Structure, unless the parent (or student if the student is 18 years of age) has consented to the release.

Parties further agree to ensure that any information about a minor that the minor shared with any Interagency Structure entity on the condition that it be restricted from access by the minor's parents, in accordance with M.S. Sect. 13.02, Subd. 8, shall not be shared with any other Interagency Structure entity where the possibility exists that such information could be entered into the minor's educational record and thus, according to federal law, become accessible to the minor's parents without exception.

- I. The Parties understand and agree that an agency that is subject to the Data Practices Act but is not a county social services agency, a public health agency, or school district does not need the client's informed consent to release client data to another individual within the agency who has been identified by the agency as needing the data in order to do his/her job. However, as a general rule, such agencies must obtain informed consent in order to release data to agencies outside Interagency Structure.
- J. The Parties understand and agree that a member who is not subject to the Data Practices Act may collect and use client data as permitted by the laws, codes of professional conduct, ethical standards, and bylaws applicable to the agency. However, the Parties agree that the data practices of such agencies with regard to children and families served by the Interagency Structure shall conform to the provisions of this Section and be consistent with commitments and promises made to clients.
- K. The Parties agree to provide training to pertinent staff and managers on the requirements of state and federal data practices law, on the provisions of this section, and on the data practices adopted by the Interagency Structure.

## **Sample Two: 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, creation, 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).

The participating agencies and members of the Governance Board have a duty to protect the confidentiality of information about referred children and their family members. Parental/guardian consent must always be obtained (except where otherwise allowed by law) prior to interagency sharing of any information which identifies the client. The consent will apply only to interagency sharing of any information which identifies the client. The consent will apply only to interagency sharing.



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## Sample One: 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. Contracts between the Interagency Structure 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 quarterly payments to the Integrated Fund within \_\_\_ 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 of \$\_\_\_\_\_ per day commencing \_\_\_days after the date of failure to perform.
- D. Parties agree that families receiving services or supports from the Interagency Structure are key decision makers in all actions and decisions regarding their children. However, in the event of a dispute between the Interagency Structure and a family receiving services or supports from the Interagency Structure, the Parties to this Agreement will abide by the following dispute resolution protocol:
1. **Step One:** Any Interagency Structure staff, board member, advisor, or volunteer, upon learning by verbal or written means about any substantial grievance of a family being served by the Interagency Structure against the Interagency Structure, its personnel, or the actions of the Interagency Structure or its personnel, must notify the Service Delivery Team and the Administrator.
  2. **Step Two:** The Service Delivery Team will invite the Family to a meeting of the Team 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 Team may invite any third party that it believes may facilitate resolution. The Team will attempt to resolve the grievance informally.
  3. **Step Three:** Either the family or the Interagency Structure 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 Interagency Structure.
- The parents—including a natural parent (either custodial or noncustodial), adoptive parent, or foster parent—of a child who has requested service or is being served by the Interagency Structure.
- 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.

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## **Section 11. Insurance, Indemnification, and Risk Sharing**

Provisions in this section are designed to be consistent with the interagency structure's ability to obtain liability protection from the Minnesota Counties Insurance Trust or similar insurance trusts. Statutory changes in 1996 and 1997 make Collaboratives, their people and their activities insurable under the state's tort liability statute. Statutory amendments enacted in 1996 and 1997 make any family services collaborative or children's mental health collaborative that has been approved by the Children's Cabinet insurable under the state's tort liability statute. That statute limits liability and, thus, makes coverage more affordable.

An interagency structure may be organized under an interagency agreement, under joint powers authority, as a nonprofit corporation, or by other means. Neither type of agreement protects against lawsuits, nor reduces its liability exposure. Liability is greater for organizations that provide direct services; exposure is less for those who perform administrative coordination.

Purchase of separate liability insurance is important when: (1) the board or interagency structure includes consumers, family members, or other individuals who are not covered through their jobs and when (2) the interagency structure hires staff separate from partner agencies that provide liability coverage for employees. Separate liability insurance may only be available under a joint powers agreement.

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## Sample One: Insurance, Indemnification, and Risk Sharing

### A. Insurance

1. Parties agree to protect the Interagency Structure from loss due to liability claims by applying for membership in the Minnesota Counties Insurance Trust. Membership shall include protection for (1) workers compensation; and (2) property and casualty including, general liability, errors and omissions, professional liability, auto liability, and product liability.
2. Covered parties shall include any individual engaged in the activities of the Interagency Structure 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 Interagency Structure; staff employed by a Party and assigned to the Interagency Structure; volunteers; parents and consumers while performing duties for the Interagency Structure; or any other individual not affiliated with an insured organization while performing Interagency Structure duties.
3. It is understood and agreed that the liability shall be limited by the provisions of Minn. Stat. Ch. 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 Interagency Structure.
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. Mutual Indemnification

1. In any instance in which mutual liability coverage is unavailable or inapplicable, each Party shall be liable for its own acts to the extent provided by law and hereby agrees to indemnify, hold harmless, and defend each other, its officers, employees, and volunteers against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the other, its officers, employees and volunteers may hereinafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of the Party, its agents, servants, employees or volunteers, in the execution, performance, or failure to adequately perform its obligations pursuant to this Agreement.

## Sample Two: Insurance, Indemnification, and Risk Sharing

Each party shall be liable for its own acts to the extent provided by law. To the extent permitted by law, the parties agree to indemnify, hold harmless, and defend the other, its officers and employees against any and all liability, loss, cost, damages, expenses, claims or actions, including attorney's fees which the other, its officers and employees may hereafter sustain, incur, or be required to pay, arising out of or by reason of any act or omission of the party, its agents, or employees, in the execution, performance, or failure to adequately perform its obligations pursuant to this Agreement.

It is understood and agreed that the parties' liability shall be limited by the provisions of the Municipal Tort Claims Act, Minn. Ch. 466 or applicable law.

## Sample Three: Insurance, Indemnification, and Risk Sharing

XYZJPC shall obtain and maintain such workers' compensation insurance, automobile insurance and general liability insurance for bodily injury, personal injury and property damage to the XYZJPC officials and the employees in the performance of duties arising from this Joint Powers Agreement as is appropriate. XYZJPC shall also obtain such general liability insurance for bodily injury, personal injury and property damage to third parties as is appropriate. XYZJPC shall provide certification of such coverage to the Participating Boards.



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## **Sample: Time Period of the Agreement**

The term of this agreement is for the period of time from the date signed to \_\_\_\_\_ [end date or “until rescinded”] unless amended as provided herein.

## **Sample: Amendments to the Agreement**

- A. Except as provided in Section 12-B, below, this Agreement may be amended only by the agreement of [all/a majority/two-thirds (2/3)] of the participating Parties. Notice of any proposed amendment must be provided in writing to all participating Parties at least thirty days in advance of the Governing Board meeting prior to the effective date of the proposed amendment.
- B. Annually-renegotiated Integrated Fund contributions shall be deemed to be incorporated into this Agreement by attached Supplement.

## **Sample: 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 Interagency Structure 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 Interagency Structure.
- D. Notwithstanding Parties’ authority to withdraw, this Agreement and the Board and Council 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 Interagency Structure’s debts and liabilities, settling its affairs, and disposing of Integrated Fund assets, if any.

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## **Section 15. Disposal of Surplus Funds and Property**

Sometimes, in the case of integrated funding systems or joint powers structures, resources may be shared and/or co-owned by the parties involved.

1. What joint resources will the interagency coordinated system share?
2. How will joint resources be divided upon termination of the agreement?

## **Section 16. Severability**

A severability statement is optional and serves to protect the agreement if one part of the agreement is challenged and declared by a court of competent jurisdiction to be invalid. With a severability clause, such a decision should not affect the validity of the agreement as a whole or any part of the agreement other than the part declared to be invalid.

## **Section 17. Access to Books and Records**

This section can be covered in your Data Practices and Procedures section, or you may have a separate section in your agreement to cover this.

1. Who will have access to books and records?
2. How long will records be maintained?

## **Section 18. Effective Date**

1. When will this agreement begin?

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## **Sample: Disposal of Surplus Funds**

Upon termination of this Agreement, all personal and real property held by or in the name of the Interagency Structure 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 Interagency Structure. 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.

## **Sample: Disposal of Surplus Property**

Upon termination of this Joint Powers Agreement all remaining personal and real property of XYZJPC shall be distributed by resolution of the Joint Powers Board in accordance with the law and in a manner to best accomplish the continuing purposes of the XYZJPC. As provided by law, any surplus monies shall be returned to the Parties after the purpose of the Joint Powers Agreement has been completed.

## **Sample: 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.

## **Sample: Access to Books and Records**

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

## **Sample: Effective Date**

This Agreement shall be effective when adopted by all Parties.

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## Signatories

1. Who is able to sign this agreement and enter into a legal agreement for their agency?

### Sample: Signatories

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

- \_\_\_\_\_ Chairman, County Board
- \_\_\_\_\_ Chairman, School Board
- \_\_\_\_\_ Chairman, School Board
- \_\_\_\_\_ Director, Mental Health Entity
- \_\_\_\_\_ Director, Community Corrections
- \_\_\_\_\_ Director, Public Health
- \_\_\_\_\_ Director, CAP Agency
- \_\_\_\_\_ President, City Council
- \_\_\_\_\_ President, Parent Organization
- \_\_\_\_\_ Chairman, Tribal Council
- \_\_\_\_\_ Director, Health/Mental Health
- \_\_\_\_\_ Director, United Way
- \_\_\_\_\_ Director, Culturally-Specific Organization
- \_\_\_\_\_ Director, Foundation
- \_\_\_\_\_ Director, HMO
- \_\_\_\_\_ Chair, Economic Development Council
- \_\_\_\_\_ President, Civic Organization
- \_\_\_\_\_ Director, Child Care Provider
- \_\_\_\_\_ Director, Volunteer Organization

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# Appendix A

## Interagency Agreements vs. Joint Powers Agreements

### Interagency Agreements

A local interagency structure is established using a formal contract that defines the administrative relationship and decision-making process between two or more agencies. The agreement can be used to establish common goals, roles, and responsibilities. Its scope can be broad or narrow and it can be crafted to define whatever work the partners want to accomplish. Such contracts can be drafted to cover a variety of uses, including: (1) the tools and protocols for coordinated intake, screening, assessment, service planning and service coordination; (2) joint training programs for interagency staff; (3) joint operation of service delivery programs; (4) supervision of co-located staff; (5) integrated fund management; and (6) common outreach and intake.

#### Advantages:

- Flexible: Can be used to define any level of coordination or integration.
- Can include any combination of partners, both public and private sector.
- Simplicity allows quick start-up.
- Does not require approval by any state or federal agency.
- May be used where greater integration is not politically feasible.
- Can include tribal agencies.
- Does not create a new legal entity or another layer of government.
- Not likely to be publicly scrutinized.
- A good first step for interagency efforts.

#### Disadvantages:

- Does not create a formal legal entity and may not produce permanent systemic change.
- Depends on the ongoing goodwill of incumbent elected officials.
- May lack continuity.
- Can be implemented without buy-in from elected officials; e.g., county board and school board members.

### Joint Powers Arrangements

A local interagency structure is established as a joint powers organization, which is a distinct legal entity under state law. Statute treats a joint powers organization as a municipality. A joint powers agreement may provide for operation of common intake, screening, assessment, service planning and coordination under a single management structure. It may be a service provider. It may perform coordinating functions for services provided by partner agencies. Interdisciplinary services may be consolidated under a joint powers organization, taking over duties from partner agencies.

#### Advantages:

- Powerful structure: Can assume legal responsibility for duties assigned to it by partner agencies.
- Flexible: Can define any level of coordination or integration.
- Makes permanent change; institutionalizes system reforms.
- Can receive and administer state and federal grants and funds.
- Can include tribal agencies.
- Permits consolidation of interdisciplinary staff under common pay and benefits program.
- Can purchase liability insurance coverage separate from partner agencies. Protected by public agency liability caps.
- \* May be designed to allow the joint entity to exercise the partners' powers or to assign one power the powers of another.
- Protects resources from the whim of a single partner.
- If established as a collaborative, a joint powers organization may contract with the state as a provider or prepaid Medical Assistance services.

#### Disadvantages:

- Partners must all be public agencies, except when the agreement establishes a children's mental health collaborative or a family services collaborative.
- May take more time to establish.
- May be perceived as creating another layer of government.

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## Appendix B: Sample 1 - Governance Agreement

### ABC County Interagency Agreement

This agreement, made and entered into this \_\_\_ day of \_\_\_\_\_ 2002, by and between [names of parties to sign the agreement], hereinafter referred to as the “Parties,” is as follows:

**Whereas:** Minn. Stat. Sect. 125A.027 and Sect. 125A.027 permit public and private child-serving agencies to come together by mutual agreement to coordinate local services for children and youth with disabilities ages 3 - 21 through the Interagency Services for Children with Disabilities Act.

**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, “**ABC County Interagency Structure**” hereinafter referred to as the “Interagency Structure,” and do agree as follows:

#### Purpose of the Agreement

The Parties enter into this Agreement for the purpose of improving the social, emotional, educational, and economic outcomes of all ABC County children, adolescents and their families by mitigating risk factors and enhancing protective factors and for the purpose of creating an integrated service delivery system for children, adolescents, and their families with multiple and special needs. The Parties shall found the Interagency Structure on the latest knowledge and best practices available in relevant professional fields and service delivery approaches. The Interagency Structure 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; standards setting; and outcomes evaluation. The Interagency Structure shall neither replace nor duplicate existing agencies but shall recreate relationships among them.

**Population To Be Served:** The Interagency Structure shall serve children from birth through age 21 who have multiple problems or are at risk of developing multiple problems. Further, these shall be children who need, or are at risk of needing, coordinated multiagency services and supports. Need for services and supports shall be determined by screening criteria developed by the Interagency Structure and/or 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, self-care, and recreation. The Interagency Structure also shall serve the families of such children. A family to be served shall be defined, minimally, as the child’s primary adult caretaker(s) and other children with whom the child is residing. A family may include biological, step, adoptive, custodial, or noncustodial 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.

**Service Delivery Model:** The service delivery model shall be the “family-centered person-centered wraparound process,” defined as intervention that is developed by an interdisciplinary team and that is based on the child’s 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.

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## Composition of Decision Making Bodies

- A. Service Delivery Teams:** The package of services and supports to be provided to a specific child or family shall be determined by an ad hoc “service delivery team” under the supervision of the Administrator. Such service decisions shall include expenditure decisions. A facilitator assigned to a family by the Administrator when a family applies for services shall work with the family to compose a service delivery team. The composition of each service delivery team shall be tailored to the family being served. The Team shall be composed of a service coordinator [case manager]; professionals who are, or have been, involved with the family; nonprofessionals who know the family or who have access to informal resources; the child, when appropriate; and at least one parent, caretaker, guardian, or trustee of the client child. A parent may be either an adoptive or a biological parent and may be either a custodial or a noncustodial parent. At least half of each Team shall be selected or approved by the client family and, additionally, the Family may select any person from inside or outside the local system of care to serve on the Team as their advocate.
- B. Administrator:** Operational authority shall reside in the Administrator, hereinafter referred to as the “Administrator”. Operational authority shall mean the day-to-day management of the Interagency Structure’s activities and personnel. The Administrator shall be selected by the Board.
- C. Interagency Structure:** Design and policy oversight authority for the integrated service system to be operated by the partnership shall reside in the Interagency Structure. The Interagency Structure shall exercise expenditure authority. Composition of the Interagency Structure shall be determined by the Board and shall represent both agencies of the formal system of care and brokers of informal resources as needed to represent community resources available to strengthen and support families.
- D. Governing Board:** Legal authority of the partnership shall be exercised by the Governing Board, hereinafter referred to as the “Board.” The Board shall exercise revenue authority. The Board shall be composed of 12 members and an alternate from the ABC County Board of Commissioners; Each regular member assigned to represent a statutorily-mandated county entity; one member and an alternate from the School Board of [each participating school district], one member and an alternate from the [non-county local mental health entity], two members and an alternate from [a local organization of consumers or parents of children in the target population], and one member and an alternate from [each organization—public or private— that contributes monetary or in-kind resources to the Interagency Structure’s integrated fund]. Appointments of members and alternates to the Board shall be determined by a process established by each represented entity.

## Powers and Duties of Governing Bodies

The powers and duties of this Agreement shall be carried out by a Governing Board, an Interagency Structure, an Administrator, and ad hoc multiagency Service Delivery Teams as defined below. In general, the Board shall function as the purchaser of supports, interventions, and services. The Council shall function as the coordinator of the provider system and act, day to day, via the Administrator and Service Delivery Teams.

### A. The Service Delivery Teams Shall:

1. Assess the type and frequency of supports and services needed based on the child’s and family’s strengths and needs.
2. Utilizing the IIP, develop highly individualized and coordinated service plans via the “wraparound” process. Teams shall base service plans on a child’s and family’s strengths, culture, values, and preferences. Teams shall balance service plans between formal services and informal supports and resources. Plans must be consistent with financing criteria established by the interagency coordinated system, as provided in this Agreement.
3. Authorize and incur expenses for the provision of supports and services according to the service plan.
4. Monitor progress toward achieving outcomes stated in the service plans and assure that authorized services are, in fact, provided.
5. Meet at the call of the family’s service coordinator.
6. Create a respectful atmosphere that is conducive to an equal decision-making role for parents, caretakers, or guardians in the planning of supports, interventions, and services for the children and family.
7. Strive to reach consensus but may make decisions by majority vote.

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**B. The Administrator Shall:**

1. Coordinate the development of the Interagency Coordinated System.
2. Manage the daily operations of the Interagency Coordinated System, including the functions as provided in Section 4-C-1 of this Agreement.
3. Manage service expenditures within the established operating budget, including oversight and review of the costs of service packages developed by service delivery teams.
4. Contract, through the Fiscal Agent, for supports, interventions, and services for eligible children and families according to an individualized multiagency service plan as developed by service delivery teams.
5. Appoint a “service coordinator” who shall serve as host and advocate to each child and family when applying for or receiving services. The Facilitator also shall work with the family to configure a Service Delivery Team.
6. Assure service coordination.
7. If needed, hire and supervise interagency coordinated system employed staff. Supervise staff employed by the Parties who are assigned to Interagency Structure duties, with regard to those Interagency Structure duties.
8. Supervise Fiscal Agent staff with regard to Interagency Structure duties.
9. 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.
10. Report to the Board.

**C. The Interagency Structure Shall:**

1. Develop an integrated service delivery system for eligible children, the design of which shall be approved by the Board. The integrated system shall include:
  - a. A common vision of how the local system of care should serve eligible children, including a Interagency Structure planning and development process and timetable.
  - b. A plan for the expansion of the operational target population to 21, enlistment of additional interagency coordinated system partners, expansion of the services and supports array, and ensuring a catchment area sufficiently large to provide economic viability.
  - c. Practices that provide earlier identification of problems and risks.
  - d. A common client pathway that identifies the components and functions of an integrated system and a client’s access to each component.
  - e. A client access plan that permits normalized or non-stigmatized access to the entire service network regardless where the child enters the system.
  - f. Common intake protocols that link a client with a “family facilitator” immediately upon referral or application for service to serve as the family’s host and advocate in the system.
  - g. Protocols providing for either coordination of assessments or use of a common assessment tool and for determination of the need for multiagency service coordination.
  - h. Protocols for highly individualized multiagency care planning by a service delivery team as provided in Section 4-A-2 of this Agreement.
  - i. Protocols for unitary service coordination in which the care coordinator has access to all program options and all funding sources in the local system of care and who will work with the family as an equal partner to determine how the system may best serve the family’s needs.
  - j. Client outcome standards.
  - k. Data practices guidelines for Interagency Structure staff regarding the collection, creation, reception, maintenance, dissemination, or use of private data on individuals.
  - l. Procedures for appeals, due process, and client-to-system mediation.
2. Establish policies for use of an integrated fund including setting criteria for the financing of individual plans of care.
3. Adopt an operating (expenditure) budget based on revenues assigned by the Board.
4. Evaluate performance of the Administrator and Service Delivery Teams and the clinical performance of providers and assure client outcomes.

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5. Establish personnel policies for any hired or contracted staff or any staff employed by any Party but assigned to Interagency Structure work.
  6. Establish a Staff Development Committee whose charge shall be to enhance staff capacity to carry out the mission of the Interagency Structure. The Committee will:
    - a. Develop cultural competency training for direct-service staff and managers.
    - b. Recruit or train culturally competent and professionally qualified service providers for the Interagency Structure network.
    - c. Overview funding streams, and other training modules as needed.
  7. Establish an Informal Resources Committee to facilitate access to informal resources.
  8. Establish a Managed Care Planning Committee whose charge shall be to investigate, plan, and make recommendations to the Council with regard to the Interagency Structure's future relationship to the local managed health care system, other Interagency Structures, and any emergent managed child welfare system.
  9. Appoint an advisory committee composed of parents of children in the target population; providers; client advocates; and representatives of parent organizations, community organizations, and local businesses, or any person or organizational representative whose advice or technical assistance is deemed valuable by the Council. The composition of the advisory committee shall be representative of the diverse cultures in the target population. By mutual agreement, the Local Interagency Structure, as provided in M.S. Sect. 245.4875, Subd, 5, may function as this advisory committee.

**D. The Governing Board Shall:**

1. Define the scope of the system to be established, including the Target Population.
2. Determine the composition of the Interagency Structure.
3. Oversee an integrated fund, as established by Section 6 of this Agreement.
4. Negotiate integrated fund contributions from each Party in accordance with a specified work product to be provided to the Target Population.
5. Approve an annual revenue budget at its annual meeting by approval of three-quarters of those in attendance who are eligible to vote. Such revenue budget shall account for all resources available to the Interagency Structure, both monetary and in-kind. Such budget also shall show both the joint service delivery account and the administrative accounts maintained separately by the Parties, as provided in Section 6-D.
6. Select a Fiscal Agent from among the Parties to this Agreement. The Fiscal Agent shall:
  - a. Receive and maintain funds assigned by the Board.
  - b. Receive local, state, and federal grant dollars, cash, and charitable contributions and maintain in the joint service delivery account.
  - c. Disburse funds at the direction of the Interagency Structure Administrator.
  - d. Account for revenues and expenditures and produce appropriate financial statements according to categories determined by the Board and Council.
  - e. Provide reports as required by state and federal agencies.
  - f. Designate a staff person for Interagency Structure duties who shall report to the Administrator.
  - g. Prepare periodic financial reports to the Board.
7. 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.
8. Apply for and accept grants, gifts, loans, and other assistance from any lawful source.
9. 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 Council, as provided in Section 4-C-3.
10. Employ and supervise an Administrator who may, at the Board's discretion, be an employee of the Interagency Structure or of any Party.
11. Evaluate Interagency Structure fiscal performance to ensure accountability for effective and efficient use of public funds and oversee client outcomes.
12. 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.
13. Adopt bylaws on operating procedures.

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## Duties and Retained Powers

### A. The ABC County Board of Commissioners Agrees to:

1. Designate \_\_\_ members to the Governing Board.
2. Assign staff to the operation of the integrated service system as needed to accomplish the mission of the Interagency Structure.
3. Participate in programs and projects operated by the Interagency Structure.
4. Serve as Fiscal Agent, via the ABC County Department of Social Services, for the Integrated Fund, establish a special fund for execution of fiscal agency duties, and produce monthly financial reports.
5. Assign to the Integrated Fund an amount specified in Section 6-H of this Agreement that shall consist, in part, of the following state and federal grants:
  - a. Children's Mental Health Combined Grant
  - b. Children's Community Based Service
  - c. CMH Partnership Implementation
  - d. CMH Partnership Wraparound
  - e. TEFRA Alternatives
  - f. Homeless Mental Health Screening
  - g. Adolescents with SED & Violent Behavior
  - h. CMH Service Capacity Building
  - i. Respite Care for SED Children
  - j. Federal Child Care discretionary funds
  - k. Child Abuse Prevention funds
  - l. Family Preservation
  - m. Family Services Collaborative Implementation
  - n. Independent Living Initiative
  - o. Maternal and Child Health
  - p. Prenatal Care Outreach
6. Assign to the integrated fund that portion of funds derived from Child Welfare Case Management reimbursement that is in excess of the amount required to sustain existing activity.
7. Assign to the Integrated Fund \_\_\_\_\_ percent of savings realized in all budget categories as a result of Interagency Structure activities.

### B. The Board [of each School District] Agrees to:

1. Designate \_\_\_ member(s) to the Governing Board.
2. Assign staff to the operation of the integrated service system as needed to accomplish the mission of the Interagency Structure.
3. Participate in programs and projects operated by the Interagency Structure.
4. Assign to the integrated fund the amount specified in Section 6-H of this Agreement, which shall include the following funds:
  - a. \_\_\_\_\_
  - b. \_\_\_\_\_
5. Assign to the integrated fund \_\_\_\_\_ percent of savings realized in all budget categories as a result of Interagency Structure activities.

### C. The Social Services Agency Agrees to:

1. Assign staff to the Interagency Structure.
2. Assign staff to the operation of the integrated service system as needed to accomplish the mission of the Interagency Structure.
3. Participate in programs and projects operated by the Interagency Structure.

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**D. The Public Health Agency Agrees to:**

1. Assign staff to the Interagency Structure.
2. Assign staff to the operation of the integrated service system as needed to accomplish the mission of the Interagency Structure.
3. Participate in programs and projects operated by the Interagency Structure.

**E. The Corrections Agency Agrees to:**

1. Assign staff to the Interagency Structure.
2. Assign staff to the operation of the integrated service system as needed to accomplish the mission of the Interagency Structure.
3. Participate in programs and projects operated by the Interagency Structure.

**F. The CAP/Head State Agency Agrees to:**

1. Assign staff to the Interagency Structure.
2. Assign staff to the operation of the integrated service system as needed to accomplish the mission of the Interagency Structure.
3. Participate in programs and projects operated by the Interagency Structure.

**G. The Mental Health Entity Agrees to:**

1. Assign staff to the Interagency Structure.
2. Assign staff to the operation of the integrated service system as needed to accomplish the mission of the Interagency Structure.
3. Participate in programs and projects operated by the Interagency Structure.

**H. The Parent-Consumer Organization Agrees to:**

1. Designate members to the Interagency Structure Governing Board.
2. Provide information and resources to parents of children in the Target Population with regard to the parents' partnership in their Service Delivery Teams.
3. Contribute \_\_\_ staff or volunteer hours per year to the duties described in this section, such hours to be valued as provided in Section 6-H of this Agreement.
4. Assist parent support groups.
5. Provide information and resources about effective parent partnerships to system-of-care workers.
6. Implement a process for reviewing complaints from families and making recommendations to address complaints.
7. Develop or assist with development of a community outreach plan; implement the outreach plan, as approved by the Board; serve as liaison between the Interagency Structure and its geographic and client communities; and provide ongoing public relations services to the Interagency Structure in cooperation with other Parties, the Board, the Council, and the Administrator.
8. Participate and assist with advocacy services for children in the Interagency Structure's Target Population;
9. Provide fund-raising services for the Interagency Structure.
10. Review Interagency Structure supports, interventions, and services for inclusivity and cultural appropriateness.
11. Train its staff, directors, and members as needed to conduct the above described activities.

**Financial Arrangements and Funding**

- A. The Parties agree to establish an Integrated Fund for the purposes of financing individualized care 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 Interagency Structure.
- 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 such fiscal agent as the Board shall choose.

- 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. Parties agree that the Integrated Fund shall constitute a single financial statement consisting of two accounts: The “service delivery account” shall be a joint account held in the name of the Interagency Structure separately from the Parties. The “administration account” shall show resources separately held by each Party in clearly distinct cost centers. Resources so maintained shall be administered by each holding Party but be subject to control of the Governing Board.
- E. The Service Delivery Account shall contain local service dollars contributed by the Parties from sources including but not limited to local property tax revenues; Community Social Services block grants, federal Title XX grants, and other sources; state and federal Medicaid reimbursements; state and federal grants; Local Collaborative Time Study earnings; service contributions from non-governmental Parties; private gifts; and the monetary value of in-kind contributions. Resources in this account shall be designated for the provision of supports, interventions, and services to the Target Population, including direct provision of services; purchase of service contracts; service coordination activities; informal support activities; and Interagency Structure administrative activities. The fiscal agent shall administer this account.
- F. The Administrative Account shall show the value of the Parties’ in-kind administrative activities and the value of Parties’ employees assigned to Interagency Structure service delivery and coordination activities. Resources in this account shall be designated for Parties’ staff-provided administrative activities and for Parties’ staff-provided direct services. Each Party shall administer its own cost center.
- G. Grants and contributions to the Interagency Structure shall be maintained by the fiscal agent in the joint Service Delivery Account and shall not be considered as contributions from any particular Party or Parties.
- H. This schedule of contributions shall be renegotiated each year, approved at the annual meeting, and be incorporated into this Agreement by attached Supplement. For the year [date]\_\_\_\_\_ to [date]\_\_\_\_\_, Parties agree to the following schedule of contributions to the Integrated Fund:

	Monetary	In-kind	Total
County	\$_____	\$_____	\$_____
School District	\$_____	\$_____	\$_____
School District	\$_____	\$_____	\$_____
MH Entity	\$_____	\$_____	\$_____
CAP Agency	\$_____	\$_____	\$_____
Parent Org.	\$_____	\$_____	\$_____
Contrib. Agency	\$_____	\$_____	\$_____
Contrib. Agency	\$_____	\$_____	\$_____

- I. Parties shall make four equal payments of their Integrated Fund contributions as defined in section 6-H, above, on the first day of the first month of each fiscal quarter (January 1, April 1, July 1, and October 1).
- J. No Party shall be required to encumber any amount exceeding that set forth in section 6-H. 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.

**Personnel**

- A. Staff employed by any Party and assigned to Interagency Structure duties shall report to the Administrator with respect to those duties. Employees shall remain within the compensation and job classification structure of the employing Party except insofar as the Interagency Structure may choose to supplement compensation. Benefits

as provided by the employer Party shall be retained, including employee health and retirement plan and contributions, liability insurance, and workers compensation insurance. This paragraph shall apply to the Administrator, if retained as an employee of any Party, except that the Administrator shall report to the Board.

- B. Staff hired by the Interagency Structure shall report to the Administrator, except in the case of the Administrator who shall report to the Board. Compensation and benefits shall be determined by the Administrator in consideration of attracting the best qualified candidates and of equity among staff. Compensation and benefits for Administrators hired in this manner shall be determined by the Board.
- C. Staff retained by contract also shall report to the Administrator, except in the case of the Administrator who shall report to the Board. The employment relationship shall be defined by agreement between the employee and the Host agency. The employment contract shall contain, at minimum, the following provisions: (a) that a contract employee shall accrue no tenure, rights, or benefits available to Host agency employees except that the Interagency Structure may provide such benefits as health coverage, sick leave, vacation pay, or severance pay from the Integrated Fund or other available resources; (b) 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; (c) that a contract employee shall be enrolled in the Host agency's employee retirement plan; and (d) that the Host agency shall make payroll deductions for the retirement plan and taxes, as required by law.
- D. Volunteers working for the Interagency Structure shall report to the Administrator. Volunteers shall be covered by liability insurance. 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.

### **Data Practices and Procedures**

- A. All Parties agree to establish 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, 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). Such data practices shall, at minimum, include the provisions defined below in Sect. 8.B. through 8.K.
- B. The Parties designate the Interagency Structure's Administrator as the Responsible Authority pursuant to the Minnesota Government Data Practices Act, as the individual responsible for the collection, reception, maintenance, dissemination, and use of any data on individuals pursuant to this Agreement and for the training of employees with regard to data practices.
- C. Parties agree to permit client families to consider the benefits of maintaining their privacy against the benefits of permitting disclosure of information in order to expedite the receipt of services and enable coordination among providers.
- D. Parties agree to present a clear written or verbal Tennessee Warning, as provided in Minn. Stat., Sect.13.04, Subd. 2, to a client prior to asking the client to provide private or confidential information about her/himself or her/his minor children. Such notice describes what uses will be made of the information and the identity of other persons and entities authorized to receive the information from the collecting agency.

Parties further agree that any employee or volunteer who issues a verbal Tennessee Warning shall, as a general practice, make note of such issuance in the receiver's case file. Parties further agree that Interagency Structure entities shall obtain the client's signature on a written Tennessee Warning at the first face-to-face meeting following issuance of a verbal Tennessee Warning.

- E. In instances when Interagency Structure entities need to use or disseminate client data in a manner different from that described to the client in the Tennessee Warning, the Parties shall obtain the written informed consent of the subjects of the data. The test for such need shall be whether the information sharing would result in a clear benefit to the child or family. Information sharing solely for the convenience of the Interagency Structure or its Parties shall not be deemed necessary.

An exception to the "written informed consent" rule shall be made where immediate concerns exist regarding the safety or health of a child, such as a medical or child protection emergency.

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Parties further agree to promote information-sharing practices among employees that are consistent with the Interagency Structure's service philosophy, namely that obtaining a family's informed consent is fundamental to maintaining a parent-professional partnership.

Parties further agree that maintaining such parent-professional partnerships minimizes the risk of claims arising from the use or exchange of information on families.

Parties further agree to use a consent form that specifies:

- Which agency is authorized to release data about the subject.
- The nature of the information to be disclosed.
- The persons or agencies to whom the subject is authorizing disclosure.
- The purposes for which the information may be used by any of the receiving parties.
- The expiration date of the consent agreement which may not be more than one year.

- F. Parties who are political subdivisions may execute contracts with non-governmental Parties and with service providers in order to provide for the exchange of private data on individuals. Contracts shall be in consideration of more efficient coordination of services to mutual clients. Contracts shall be consistent with all provisions of this section and with the Minnesota Government Data Practices Act.
- G. Parties agree to restrict client data access to only individuals whose work assignments reasonably require access and, then, permit access only to specific records required to perform those assignments. Parties further agree that judgment about which individuals have the need to see information shall be made by the Interagency Structure Administrator in conjunction with a designated individual from any Party that is asked to release private data on individuals. Parties further agree that access to all electronic records on individuals by any and all staff shall be restricted by way of individual passwords which permit access consistent with this paragraph.
- H. Parties understand and agree that, pursuant to federal law, a school district may not, as a general rule, release any information about a student to anyone else, including other members of a Interagency Structure, unless the parent (or student if the student is 18 years of age) has consented to the release.

Parties further agree to ensure that any information about a minor that the minor shared with any Interagency Structure entity on the condition that it be restricted from access by the minor's parents, in accordance with M.S. Sect. 13.02, Subd. 8, shall not be shared with any other Interagency Structure entity where the possibility exists that such information could be entered into the minor's educational record and thus, according to federal law, become accessible to the minor's parents without exception.

- I. The Parties understand and agree that an agency that is subject to the Data Practices Act but is not a county social services agency, a public health agency, or school district does not need the client's informed consent to release client data to another individual within the agency who has been identified by the agency as needing the data in order to do his/her job. However, as a general rule, such agencies must obtain informed consent in order to release data to agencies outside Interagency Structure.
- J. The Parties understand and agree that a member who is not subject to the Data Practices Act may collect and use client data as permitted by the laws, codes of professional conduct, ethical standards, and bylaws applicable to the agency. However, the Parties agree that the data practices of such agencies with regard to children and families served by the Interagency Structure shall conform to the provisions of this Section and be consistent with commitments and promises made to clients.
- K. The Parties agree to provide training to pertinent staff and managers on the requirements of state and federal data practices law, on the provisions of this section, and on the data practices adopted by the Interagency Structure.

## 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. Contracts between the Interagency Structure 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 quarterly payments to the Integrated Fund within \_\_\_ 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 of \$\_\_\_\_\_ per day commencing \_\_\_ days after the date of failure to perform.
- D. Parties agree that families receiving services or supports from the Interagency Structure are key decision makers in all actions and decisions regarding their children. However, in the event of a dispute between the Interagency Structure and a family receiving services or supports from the Interagency Structure, the Parties to this Agreement will abide by the following dispute resolution protocol:
1. **Step One:** Any Interagency Structure staff, board member, advisor, or volunteer, upon learning by verbal or written means about any substantial grievance of a family being served by the Interagency Structure against the Interagency Structure, its personnel, or the actions of the Interagency Structure or its personnel, must notify the Service Delivery Team and the Administrator.
  2. **Step Two:** The Service Delivery Team will invite the Family to a meeting of the Team 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 Team may invite any third party that it believes may facilitate resolution. The Team will attempt to resolve the grievance informally.
  3. **Step Three:** Either the family or the Interagency Structure 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 Interagency Structure.
- The parents—including a natural parent (either custodial or noncustodial), adoptive parent, or foster parent—of a child who has requested service or is being served by the Interagency Structure.
- 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.

## **Insurance and Indemnification**

### **A. Insurance**

1. Parties agree to protect the Interagency Structure from loss due to liability claims by applying for membership in the Minnesota Counties Insurance Trust. Membership shall include protection for (1) workers compensation and, (2) property and casualty including: general liability, errors and omissions, professional liability, auto liability, and product liability.

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2. Covered Parties shall include any individual engaged in the activities of the Interagency Structure 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 Interagency Structure; staff employed by a Party and assigned to the Interagency Structure; volunteers; parents and consumers while performing duties for the Interagency Structure; or any other individual not affiliated with an insured organization while performing Interagency Structure duties.
  3. It is understood and agreed that the liability shall be limited by the provisions of Minn. Stat. Ch. 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 Interagency Structure.
  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. Mutual Indemnification

1. In any instance in which mutual liability coverage is unavailable or inapplicable, each Party shall be liable for its own acts to the extent provided by law and hereby agrees to indemnify, hold harmless, and defend each other, its officers, employees, and volunteers against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the other, its officers, employees and volunteers may hereinafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of the Party, its agents, servants, employees or volunteers, in the execution, performance, or failure to adequately perform its obligations pursuant to this Agreement.

#### **Time Period**

The term of this agreement is for the period of time from the date signed to \_\_\_\_\_ [end date or "until rescinded"] unless amended as provided herein.

#### **Amendments to the Agreement**

- A. Except as provided in Section 12-B, below, this Agreement may be amended only by the agreement of [all/a majority/two-thirds (2/3)] of the participating Parties. Notice of any proposed amendment must be provided in writing to all participating Parties at least thirty days in advance of the Governing Board meeting prior to the effective date of the proposed amendment.
- B. Annually-renegotiated Integrated Fund contributions shall be deemed to be incorporated into this Agreement by attached Supplement.

#### **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 Interagency Structure 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 Interagency Structure.
- D. Notwithstanding Parties' authority to withdraw, this Agreement and the Board and Council 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 Interagency Structure's debts and liabilities, settling its affairs, and disposing of Integrated Fund assets, if any.

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## **Disposal of Surplus Funds**

Upon termination of this Agreement, all personal and real property held by or in the name of the Interagency Structure 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 Interagency Structure. 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.

## **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.

## **Access to Books and Records**

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

## **Effective Date**

This Agreement shall be effective when adopted by all Parties.

## **Signatories**

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

\_\_\_\_\_ Chairman, County Board  
\_\_\_\_\_ Chairman, School Board  
\_\_\_\_\_ Chairman, School Board  
\_\_\_\_\_ Director, Mental Health Entity  
\_\_\_\_\_ Director, Community Corrections  
\_\_\_\_\_ Director, Public Health  
\_\_\_\_\_ Director, CAP Agency  
\_\_\_\_\_ President, City Council  
\_\_\_\_\_ President, Parent Organization  
\_\_\_\_\_ Chairman, Tribal Council  
\_\_\_\_\_ Director, Health/Mental Health  
\_\_\_\_\_ Director, United Way  
\_\_\_\_\_ Director, Culturally-Specific Organization  
\_\_\_\_\_ Director, HMO  
\_\_\_\_\_ Chair, Economic Development Council  
\_\_\_\_\_ Director, Child Care Provider  
\_\_\_\_\_ Director, Volunteer Organization

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## **Appendix B: Sample 2 - Interagency Agreement**

### **EFG County Interagency Services Agreement**

The EFG County Social Services Agency, EFG County Education District (Small, Medium and Large) and EFG County Public Health, hereafter referred to as the “agencies,” enter into this agreement beginning January 1, 2001 and ending December 31, 2002.

#### **Purpose of the Agreement**

The EFG County Interagency Committees, including the Interagency Early Intervention Committee, the Local Advisory Council (LAC), and the EFG County Community Transition Interagency Committee (CTIC) are committed to the development of a coordinated interagency service system which is based on intervention that responds to the needs of individual children and youth and the needs of the child’s/youth’s family. This will be accomplished by creating community partnerships, providing intervention, education and integrated services to families in a supportive, positive and respectful manner reflected in a single interagency plan.

The plan may be either an Interagency Family Services Plan (IFSP) for children from birth to 36 months and their families, or the Individual Interagency Intervention Plan (IIIP) for children/youth from 36 months to 9 years and their families. The use of a single coordinated plan is based on the beliefs that a comprehensive, coordinated interagency referral and service system will reduce duplication and costs of services, and provide all appropriate resources and services for children, youth and families.

#### **Target Population**

For the purpose of this agreement, the target population is children with disabilities ages 0 to 9 who are in need of services from more than one agency. Determination of eligibility for social services, education services, health services or other services under this contract shall be made by each agency. The eligibility criteria are:

- a) All children must be EFG County Residents as determined by the agencies.
- b) All children/youth must be between birth and 9 years of age, have a special education need and be eligible for services from more than one of the member agencies.

Each agency shall follow its own procedure for enrolling, discharging or discontinuing services for a child/youth and their family. Agencies shall inform the primary contact or provider of services when a service is begun, changed or discontinued.

#### **Service Delivery Model**

The primary aim of the program is to help each child/youth reach their potential. Therefore, the programming is dependent upon each child’s/youth’s/family’s needs. This agreement addresses the general components in serving children. Specific staffing needs, curriculum, service provision locations etc. will be addressed with each agency. The major child/youth objectives of this program are to:

- a) Provide a comprehensive system of integrating services for children/youth with special needs and their families.
- b) Provide children/youth with experiences for which they are eligible that are appropriate to their age and state of development which will help them grow socially, intellectually, physically and emotionally.

#### **Composition of Decision-Making Parties/Powers and Duties of Governing Bodies**

##### **Function of the Governance Board**

The EFG County Interagency Committees Governance Board, shall be composed of one elected member and alternate from the EFG County Board, Small School District #111, Medium School District #222, Large School District #333, EFG County Mental Health Center, and EFG County Public Health Board. This group will be known as the Governance Board and will oversee all of the interagency projects, will develop spending plans, will approve project proposals and maintain accountability. This group will meet quarterly and will provide oversight to the

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Interagency Councils management of the programs. The Governance Board will be responsible for determining priorities within the target population. The Board will ensure responsiveness to community needs and address conflict between agencies. The Board will ensure that policies are carried out. Finally, the Governance Board will identify any barriers to service that may exist as a result of state rules and regulations and bring that information to the attention of the State Management Team.

### **Function of the EFG Interagency Council**

The EFG Interagency Council shall:

1. Consist of the following members: Small School District #111 Superintendent, Medium School District #222 Superintendent, Large School District #333 Superintendent, Interagency Coordinator, EFG County Public Health Director, EFG County Coordinator, EFG County Court Services Director, EFG County Family Services Director, EFG County Mental Health Director, Health Start Director, and EFG Special Education Director.
2. Develop an integrated service delivery system for children in the Target Population, the design of which shall be approved by the Board. The integrated system shall include:
  - A. A common vision of how the local system of care should serve the Target Population, including an Inter-agency planning and development process and timetable.
  - B. A plan for expansion of the operational target population, enlistment of additional Interagency partners, and expansion of the services and support system.
  - C. Practices that provide early identification of problems and risks.
  - D. Procedures providing for coordinating assessment.
  - E. A client access plan that permits normalized or non-stigmatized access to the entire service network regardless where the child enters the system.
3. Propose policies for use of the Integrated Fund, including setting criteria for the financing of individual plans of care to the Board.
4. Propose an operating (expenditure) budget to the board based on revenues assigned by the Board.
5. Evaluate performance of the Administrator, Service Delivery Teams, and clinical providers, and assure client outcomes.
6. Propose personnel policies for any hired or contracted staff or any staff employed by any party but assigned to Interagency work for the Board.
7. Assure service coordination.
8. Recommend for hire and supervise Interagency-employed staff.
9. Supervise Fiscal Agent staff with regard to collaborative duties.
10. 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 participating agencies and mandated reports to local, state, or federal governments.
11. Report to the Board.

### **Functions of the EFG County Service Delivery Team**

EFG County Service Delivery Teams (ECSDT) will develop Individualized Treatment Plans through the use of the Service Plan, that are based on a wraparound model. Teams will comprise professionals from the member agencies who have or will have involvement with a particular child. The child and his/her family will serve a leading role in the planning and implementation process.

Each team member will provide for the child's needs from the point of view of his/her professional discipline and agency mission and will serve as a resource to the service delivery team. All members will have input into the development of the plan. Team meetings will be conducted in a way that supports open dialogue and participation of team members. Member agencies will agree to support the functioning of the treatment team process by encouraging designated individuals to attend and participate in Interagency meetings.

The ECSDT will decide upon a Service Coordinator for each child that was referred. It will be the responsibility of the Service Coordinator to maintain the written plan developed by the team and secure needed signatures. Service coordinators will arrange quarterly meetings to review, maintain and/or revise the Plan. He/she will coordinate all services/activities planned for the child and family by the Service Delivery Team. If any team member is unable to attend a particular team meeting, the Service Coordinator will obtain relevant information from another team member.

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Any team member can request a team meeting. In the case of an emergency or crisis situation, if a team member can not attend the meeting, they will be consulted and given the opportunity to provide input by phone. The plan shall include the following:

- A. Common intake procedures that link a client with a “family facilitator” immediately upon referral or application for services to serve as the family’s host and advocate in the system.
- B. Procedures providing for either coordination of assessment or use of common assessment tool for determination of the need for multiagency service coordination.
- C. Procedures for highly individualized multiagency service delivery planning.
- D. Procedures for team care coordination (case management) in which the Service Coordinator has access to all program options and all funding sources in the local system of care, and who will work with the family as an equal partner to determine how the system may best serve the family’s needs.
- E. Client outcome standards.
- F. Data practices guidelines for Interagency staff regarding the collection, creation, reception, maintenance, dissemination, or use of private data on individuals.
- G. Procedures for appeals, due process, and client-to-system mediation.

## **Duties and Retained Powers**

### **Each agency is responsible to:**

1. Participate in training activities.
2. Request release of information from parents to enable the creation of joint plans.
3. Participate as a member of a child/youth team in developing IIPs and IFSPs.
4. Participate in screening and assessment for children/youth and families as appropriate.
5. Provide service coordination services as appropriate to each agency’s guidelines.
6. Serve as a liaison between agencies and services for families.
7. Cooperate in the collection of data to evaluate interagency efforts.
8. Inform staff of available services.
9. Provide funding to pay expenses related to employing personnel.

### **Public schools are responsible to:**

1. Provide special education and related services for eligible children ages birth to 9 years.
2. Use special education funds (i.e. reimbursements, transportation and foundation aids) to support programs as appropriate.
3. Complete and monitor special education due process for children/youth and families with special education needs.
4. Provide IIP management for students with special education needs.
5. Participate at IEIC, CTIC, and interagency meetings.
6. Offer parent education, as appropriate, for students with special education needs.

### **EFG County Social Services is responsible to:**

1. Provide consultation on family problems and related matters.
2. Encourage parent/child/youth involvement in services.
3. Provide services/resources as needed for eligible children/youth and families.
4. Participate in IEIC, CTIC, and interagency meetings.

### **EFG County Public Health is responsible to:**

1. Provide consultation on health and related matters.
2. Encourage parent/child/youth involvement in services.
3. Participate in IEIC and interagency meetings.
4. Implement child find activities including the Baby Tracks (Follow Along) program.

### **EFG Education District is responsible to:**

1. Participate in IEIC, CTIC, and interagency meetings.
2. Provide direct and indirect education services.
3. Provide evaluation services upon request.
4. Coordinate grant activities that focus on interagency provision of services.
5. Act as fiscal host and local primary agency for IEIC.

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## Finances and Funding

It is the joint responsibility of the county boards and school boards to coordinate, provide and pay for appropriate services, and to facilitate payment for services from public and private sources. Appropriate services for eligible children must be determined in consultation with parents, physicians, and other educational, medical, health, and human service providers. The services provided must be in conformity with an IFSP, IIP or ISP.

The county boards and school boards shall not be required to provide any services under an IFSP that are not required in a IIP or ISP. The financial responsibilities of each agency for services for children are outlined later in this document.

## 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, creation, 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).

The participating agencies and members of the Governance Board have a duty to protect the confidentiality of information about referred children and their family members. Parental/guardian consent must always be obtained (except where otherwise allowed by law) prior to interagency sharing of any information which identifies the client. The consent will apply only to interagency sharing of any information which identifies the client.

## 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.
- B. Parties agree that families receiving services or supports from the Agencies are key decision makers in all actions and decisions regarding their children. However, in the event of a dispute between the Agencies and a family receiving services or supports from the Agencies, the Parties to this Agreement will abide by the following dispute resolution protocol:
  1. **Step One:** Any Interagency staff, board member, advisor, or volunteer upon learning by verbal or written means about any substantial grievance of a family being served by the Agencies against the Agencies, its personnel, or the actions of the Agencies or its personnel, must notify the Service Delivery Team and the Administrator.
  2. **Step Two:** The Service Delivery Team will invite the Family to a meeting of the Team 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 team may invite any third party that it believes may facilitate resolution. The Team will attempt to resolve the grievance informally.
  3. **Step Three:** Either the family or the Agencies 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.

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## Methods to Resolve Intra and Interagency Disputes

The Team will define the exact nature of the dispute.

If the Team is unclear about service responsibility, each team member will consult with his/her agency's administrator to clarify eligibility criteria for service.

If the issue is:

- A. An administrative or policy issue, administrative representatives from the involved agencies would confer, in order to resolve the dispute.
- B. An eligibility issue, each agency would resolve the issue internally. The Team will present the information to parents, including options and procedures for resolving issues within the involved agency(s).

If the above process yields unsatisfactory results, the IEIC could identify gaps in available services and make recommendations to the Minnesota Governor's Interagency Coordinating Council.

## Signatories

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

\_\_\_\_\_ Chairman, EFG County Board

\_\_\_\_\_ Chairman, EFG School Board

\_\_\_\_\_ Chairman, EFG School Board

\_\_\_\_\_ Director, Mental Health Entity

\_\_\_\_\_ Director, EFG Special Education Director

\_\_\_\_\_ Director, EFG County Public Health

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## Appendix B: Sample 3 - Joint Powers Agreement

### XYZ County Interagency Agreement for Children with Disabilities, Ages Kindergarten to 14

(NOTE: This document is only applicable with parental informed consent)

#### Partner Identifiers

A Work Group of XYZ County Joint Powers Collaborative oversees the delivery of services to children with disabilities, kindergarten to age 14. Partners involved are as follows: Parents; Special Education Cooperative; School District #555; School District #666; School District #123, School District #456, School District #789, Arc (provides parents with support through training, family events, family mentoring and support groups); XYZ County Social Services; XYZ County Public Health; and other Partners of the XYZ Joint Powers Collaborative.

#### Roles and Responsibilities

##### Identification:

*How will multi agency children become known to your system?*

Children will be identified through referrals made to Partners listed in this Agreement. Any agency contact by the parents will ask if the parents are involved with other services.

*Who will assure or facilitate connections?*

The primary referral source will act as the initial service coordinator and will assure, or facilitate connections. An informational brochure will be made available to parents regarding their options and rights.

##### Multi Agency and Disciplinary Screening, Assessment and Evaluation:

*How will eligibility determinations and evaluation take place? Who will do them? Will they be comprehensive, coordinated, or separate?*

Each agency will conduct its own assessment in coordination with other involved agencies to determine eligibility. The HelpWorks™ Internet-based assessment referral and benefits screening system will be made available as a tool for Partners to utilize.

*How will assessment data be integrated into a plan?*

The service coordinator will assure that each team member incorporates their assessment data into the plan.

*How will variable timelines be coordinated in your system?*

Each agency will be responsible for its own time lines.

*Will there be an interagency release of information?*

Yes. (See attached.)

##### Service Coordination:

*What model will be used for child and family specific coordination of services?*

The Wraparound model will be used for the coordination of services. Although all components of Wrap-around may not be present within each team, the concepts of family-centered, strength-based, culturally appropriate, and natural supports will be critical to the process.

*Who will facilitate planning meetings?*

The service coordinator will facilitate the planning meeting. Ideally, the service coordinator will be trained in the Wraparound process.

*Who will be a contact for the family and between the family and community?*

The service coordinator.

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*How will continuity of planning for all life transitions be assured?*

Leadership of the participating agencies, along with the child's team, shall assure a continuity of planning for all life transitions.

*How will the knowledge base of resources available in the community be maintained?*

The knowledge base of resources available in the community will be maintained through participation in interagency meetings, web-based information and referral systems such as HelpWorks™, and needs assessment surveys.

### **Single Plan Development:**

*Who will participate in the development of a plan? How will this be decided, and by whom?*

Based on available information, the service coordinator, along with the family, will determine the participants for the initial meeting of the development of the plan. Other participants will be added as needed.

*Who will "write" the plan and manage interagency documents?*

The IIP will be written by the team and will be based on decisions made by the team following the assessment process. The service coordinator will assure coordination of the final document.

*Who and how will review and updating be facilitated?*

A reviewing and updating time line will be determined and documented at the original planning meeting. This will occur at least once a year.

*How will gaps in services be met?*

Agencies and parents will problem solve to determine possible solutions.

*How will agencies be held accountable for progress?*

The team, and the IIP, will hold the agencies accountable for progress.

### **Information, Resources and Technical Assistance:**

*What kind is needed?*

Technical assistance will be needed from State staff at DHS, CFL and MDH; additional computers will be needed; access to HelpWorks™ will be needed; and a local training team will be needed.

*Who needs it in your community?*

Service providers, educators and parents will need the information, resources and technical assistance.

*How will it take place?*

Coordination of providing information, resources, and technical assistance will occur between Collaborative Partners and the training teams.

*Who will pay for it, with what funds?*

The Collaborative Partners will assist in identifying funding sources (i.e. grants, LCTS, etc.)

### **Service Access, Identification of Available Resources and Plans to Address Gaps:**

*How will the community partners address system gaps as they become known?*

Collaborative Partners will communicate system gaps to the Work Group and to other Collaborative meetings in order to develop strategies for addressing them.

*How will the system find out about such gaps?*

The information will be presented to appropriate Collaborative groups.

*How are the services explained?*

Information will be explained verbally, as well as in written format and in other languages as needed.

*Is there coordinated access?*

Currently, there is some coordinated access available and there will be an effort to continually work towards increased coordination.

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*How are services available in your community identified and shared within the community?*

The services are identified and shared through newsletters, brochures, parent fairs, mailings, posters, HelpWorks™, advocacy organizations, etc.

### **Dispute Resolution Process:**

*What kinds of disputes are there?*

Types of disputes that could occur include: amount of service hours provided to the child and family, type of service delivery and setting.

*What disputes do local areas need to plan around?*

Service delivery, including types of services, techniques, follow through to other agencies/sites, location where delivery of services occurs, amount of hours provided and when provided, differences in cultures, who will deliver the services, transportation and personnel.

*Is there a state dispute process to follow?*

Within the State of Minnesota, each entity has its own dispute process.

*How will local disputes be addressed?*

The service coordinator will first address disputes informally with the family. Depending on the dispute, the service coordinator will involve other agencies as needed. Families will be provided information (i.e. MnSIC dispute brochure, etc.) about their rights to appeal.

### **Provision and Payment of Services:**

The team will discuss, and address, possible options for payment. An interagency agreement needs yet to be developed to assure that multiple options are available. All efforts will be made to develop a flexible payment system. The Collaborative Board will be responsible for developing this system.

### **System Assurances and Accountability:**

#### Accountability:

*What body will be assigned to address governance and accountability?*

The XYZ Joint Powers Collaborative Board has been assigned to address these areas.

#### Assurances:

*How are the values of family-centered, wraparound and person-centered philosophies operationalized in your system?*

The Wraparound Process has currently served about 150 families in XYZ County. It is a strength based, family centered process that addresses the needs of the individual child as well as those of the family. The Wraparound Process is supported by the XYX Joint Powers Collaborative.

*How will your system assure that it is meeting the unique cultural needs of children and families?*

Efforts will be made to increase participation on local boards, committees and work groups of culturally diverse families, and more culturally diverse training for professionals will occur. Information will also be presented bilingually when needed.

When addressing the cultural needs of the family, it will be important to consider that culture includes economics, life styles and values, as well as ethnicity. Many families struggle with economic issues that effect their way of life and agencies/schools will be encouraged to be sensitive to the multi and varied cultural issues.

#### Evaluation:

*How will your system know that you have a coordinated system?*

A high level of satisfaction will be expressed by the families on satisfaction surveys, informal interviews, tracking disputes, etc., and outcomes will indicate that needs of the children and families are being met.

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Data Collection:

*What data needs to be collected?*

Both quantitative and anecdotal data will be collected.

*Why is it collected?*

The data will be collected in order to demonstrate outcomes, as well as areas of need.

*Who will be collecting it?*

The Work Group will collect the data.

## **XYZ County Joint Powers Collaborative Joint Powers Agreement Amended May 6, 2001**

This Joint Powers Agreement made and entered into this 4th day of March 1997, and amended on December 15, 1999, and again on May 16, 2001, by and between the mandated partners: The Board of County Commissioners, XYZ County, Minnesota; Public Health, XYZ County; school districts within XYZ County; Head Start; Collaborative Advisory Committee (mental health professional); and Minnesota Department of Corrections-XYZ County Court Services; and also between the voluntary partners as set out in this Agreement in Section 4 A. (4); herein collectively referred to as "Participating Boards," is as follows:

**WHEREAS**, there is a recognized need to plan and develop services for children and families in XYZ 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, 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, education services, health services, and vocational services for the purposes of developing and governing an integrated service system; and

**WHEREAS**, Minnesota Statutes Sections 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 Participating Boards desire to make such services readily available to their residents in conformance with the provisions of Minnesota Statute 124D.23; and

**WHEREAS**, the Participating Boards recognize that such services can be appropriately financed, supported and managed by a multi-organization joint venture.

**NOW, THEREFORE**, in consideration of the conveyance and mutual agreements pursuant to the foregoing and to Minnesota Statutes 471.59, the Participating Boards do hereby establish the XYZ Joint Powers Collaborative; hereinafter referred to as XYZJPC; having the composition, powers and duties provided in this Agreement as follows:

### **SECTION 1. PURPOSE:**

The purpose of this agreement is to fulfill the Participating Boards' responsibilities to carry out the mission of the XYZJPC. The XYZJPC Board is established, herein and referred to as the Joint Powers Board, to plan for and develop policies to implement, direct, operate and manage or contract for the operation and management services of the XYZJPC.

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## **SECTION 2. MISSION:**

The mission of XYZJPC is to work in partnership with XYZ families, communities, agencies/organizations and institutions to increase opportunities to improve family functioning through enhanced self-esteem and the development of general employment skills.

## **SECTION 3. OFFICE;**

The main administrative offices for XYZJPC shall be at a location determined by the fiscal agent.

## **SECTION 4. JOINT POWERS BOARD:**

The powers, duties, mission and purpose of this agreement shall be carried out through the Joint Powers Board. Composition of the membership in the Joint Powers Board shall be as follows:

### **A. The Board shall consist of:**

1. Two (2) XYZ County Commissioners.
2. Two (2) School Board Members from the Independent School District #555.
3. One (1) School Board Member from each of the other four (4) participating School Districts.
4. One (1) City Representative from within each of the five School Districts.
5. One (1) Representative from the XYZ Head Start.
6. One (1) Representative of the Collaborative Advisory Committee (mental health professional).
7. One (1) Representative of the Minnesota Department of Corrections - XYZ County Court Services.
8. Two (2) Consumer/Parent representatives of children with special needs who are participating Partners of the Collaborative Advisory Committee and residents of XYZ County.
9. Administrator of XYZ County Public Health Department.
10. Director of XYZ County Social Services.
11. Two (2) Superintendent representatives from within XYZ County as recommended by the Superintendents of the School Districts in the County.

### **B. Appointment to the Board:**

1. Members representing XYZ County shall be appointed and removed by the XYZ County Board of Commissioners.
2. Members representing each school district shall be appointed and removed by the represented School District's Board.
3. Representatives of each City choosing to participate shall be appointed and removed by the City Council.
4. Representatives of the XYZ Head Start shall be appointed and removed by the XYZ County Board of Commissioners.
5. Representatives of the Collaborative Advisory Committee (mental health professional) shall be appointed and removed by the XYZ County Board of Commissioners.
6. Representatives of the Minnesota Department of Corrections - XYZ County Court Services shall be appointed and removed by the XYZ County Board of Commissioners.
7. Parent Representatives of children with disabilities shall be appointed and removed by the XYZ County Board of Commissioners.
8. The Superintendent representative(s) shall be selected by the XYZ County Superintendent group and forwarded to the XYZ County Board of Commissioners for formal appointment and/or removal.
9. Additional Parties to this Joint Powers Agreement may be added from time to time by agreement of the present/future Participating Boards.

### **C. Members of the Joint Powers Board shall be appointed to a three (3) year term.**

## **SECTION 5. POWERS AND DUTIES OF THE JOINT POWERS BOARD:**

The Joint Powers Board shall exercise the powers and duties as necessary in the creation and operation of a Family Services Collaborative as provided under Minnesota Statute Section 124D.23, Children's Mental Health Collabora-

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tive as provided under Minnesota Statute Section 245.491 through 245.496 Minnesota Statute Section 125A.023 and 125A.027 and by this Joint Powers Agreement. The parties agree as follows:

- A. This Joint Powers Agreement authorizes the XYZJPC to receive and expend any funds received from parties hereto, 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.
- B. The respective Participating Boards each will make the final decisions related to the collaborative efforts as they impact their specific jurisdiction.
- C. An Integrated Fund shall be created. In-kind contributions and approved grants shall be committed to the integrated fund by Participating Boards in conformance to the provisions of Minnesota Statute Chapter 124D.23.
- D. Any funding received by XYZJPC for which expenditure guidelines have not been clearly identified must be approved by at least three-fourths (3/4) majority of the Joint Powers Board.
- E. XYZ County is hereby designated the fiscal agent for XYZJPC. At the effective date of this agreement, XYZ County, as the fiscal agency for XYZJPC, shall be responsible for the safekeeping of the funds of the XYZJPC. The XYZJPC and the fiscal agent shall ensure the accountability of all funds and the accurate reporting of all receipts and disbursements.
- F. All contracts, sales and purchases made by the Joint Powers Board shall be in conformance with the procurement procedures and practices applied by the fiscal agent (XYZ County).
- G. The Joint Powers Board may contract with and/or employ and manage staff as necessary to carry out the purpose of this Joint Powers Agreement, subject to the financial and regulatory limitations imposed by law, the Joint Powers Agreement to the State of Minnesota.
- H. If a coordinator is employed by the XYZJPC, the position shall be paid for by grant funds and/or XYZ County, with or without contributions from other Participating Boards. The supervision of this position will be provided by the entity serving as the fiscal agent.
- I. The XYZJPC shall assure that a collaborative plan is created in accordance with Minnesota Statute Sections 124D.23 and 245.491 through 245.496 and 125A.023 and 125A.027.

## **SECTION 6. OPERATING PROCEDURES:**

- A. The XYZJPC's fiscal year will be January 1 through December 31.
- B. At the annual organizational meeting, held the first meeting of the Collaborative's fiscal year, the Joint Powers Board shall elect, from its membership a chair and such other officers as it deems necessary for the conduct of its affairs.
- C. Each Joint Powers Board member shall have one vote in the determination of all issues. A quorum is necessary for the conduct of business. A two-thirds (2/3) majority of the six mandated partners (the Board of County Commissioners, XYZ County, Minnesota; Public Health, XYZ County; a school district within XYZ County, XYZ Head Start; Collaborative Advisory Committee (mental health professional); and Minnesota Department of Corrections-XYZ County Court Services ) shall constitute a quorum. Proxy voting shall not be permitted. An alternate member, when acting in the absence of a member, shall have all rights and privileges of a member including a vote in the determination of all issues.
- D. The regular meetings of the Joint Powers Board shall be held at a minimum once every quarter. Time and place of regular and special meetings shall be established by the Joint Powers Board.
- E. All meetings of the Joint Powers Board shall be conducted in a manner consistent with the Minnesota Open Meeting Law, Minnesota Statute Section 471.705, and amendments thereto.
- F. The Joint Powers Board shall provide the minutes of its meeting, financial statements and a copy of its annual audit to the Participating Boards. It shall annually inform the Participating Boards about its anticipated revenues and expenses for the coming year in sufficient time for consideration in the budget process by the Participating Boards.
- G. Each member of the Joint Powers Board may receive per diem and be reimbursed for expenses in the performance of official duties within the limitations established by the board which she/he represents.

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## **SECTION 7. XYZJPC ADVISORY COMMITTEES:**

The Collaborative Advisory Committee shall consist of combined membership of the Family Services Collaborative Advisory Committee, the Children’s Mental Health Collaborative Advisory Committee, and the Interagency Early Intervention Committee (IEIC) and Community Transition Interagency Committee (CTIC).

## **SECTION 8. COLLABORATION WITH ONGOING PROJECTS AND INITIATIVES:**

- A. Cultural Diversity Resources and Healthy Community Initiatives are two area-wide collaboratives that are currently in place. The XYZJPC will seek to improve coordination with these existing collaboratives and/or future initiatives that may be related to its mission.
- B. A commitment to the Local Collaborative Time Study Formal Agreement for the following calendar year will be secured by September 30 of each year.

## **SECTION 9. COMMITMENT AND TERMINATION:**

Each Participating Board shall have the right to annually review its participation and financial commitment when and if there is a change in the existing funding mechanisms and legislation as it relates to the mission of XYZJPC. Any Participating Board shall have the right to withdraw from this Joint Powers Agreement in a manner described as follows:

- A. The Participating Board withdrawing shall pass a resolution declaring its intent to withdraw and forward a certified copy of the resolution to the Chair of the XYZJPC not later than September 30 of each year.
- B. Each Participating Board acknowledges that withdrawal may mean that XYZJPC could cease to meet the statutory requirements for continued existence as a collaborative under Federal, State and/or Local law.
- C. Notwithstanding each Participating Board’s right to withdraw, this Joint Powers Agreement and the Joint Powers Board created hereby shall continue in full force and effect until all Joint Powers Board members mutually agree to terminate this agreement by a joint resolution.
- D. After the effective date termination, this Joint Powers 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 10. DISPOSAL OF SURPLUS PROPERTY:**

Upon termination of this Joint Powers Agreement all remaining personal and real property of XYZJPC shall be distributed by resolution of the Joint Powers Board in accordance with the law and in a manner to best accomplish the continuing purposes of the XYZJPC. As provided by law any surplus moneys shall be returned to the Parties after the purpose of the Joint Powers Agreement has been completed.

## **SECTION 11. AMENDMENTS:**

This Joint Powers Agreement may be amended only by the agreement of all Participating Boards. Notice of any proposed amendment must be provided to all parties at least 30 days prior to the effective date of the proposed amendment.

## **SECTION 12. INSURANCE AND INDEMNIFICATION:**

XYZJPC shall obtain and maintain such workers’ compensation insurance, automobile insurance and general liability insurance for bodily injury, personal injury and property damage to the XYZJPC officials and the employees in the performance of duties arising from this Joint Powers Agreement as is appropriate. XYZJPC shall also obtain such general liability insurance for bodily injury, personal injury and property damage to third parties as is appropriate. XYZJPC shall provide certification of such coverage to the Participating Boards.

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**SECTION 13. EFFECTIVE DATE:**

The effective date of this amended agreement shall be the 16th day of May, 2001.

**IN WITNESS WHEREOF**, the mandated parties have caused this agreement to be executed by the authority of their respective governing boards.

Dated: \_\_\_\_\_ By \_\_\_\_\_  
Chair, XYZ County Board of Commissioners

Dated: \_\_\_\_\_ By \_\_\_\_\_  
Administrator, XYZ County Board of Commissioners

Dated: \_\_\_\_\_ By \_\_\_\_\_  
Administrator, XYZ County Public Health

Dated: \_\_\_\_\_ By \_\_\_\_\_  
Chair, Independent School District #555

Dated: \_\_\_\_\_ By \_\_\_\_\_  
Chair, Independent School District #666

Dated: \_\_\_\_\_ By \_\_\_\_\_  
Chair, Independent School District #123

Dated: \_\_\_\_\_ By \_\_\_\_\_  
Chair, Independent School District #456

Dated: \_\_\_\_\_ By \_\_\_\_\_  
Chair, Independent School District #789

Dated: \_\_\_\_\_ By \_\_\_\_\_  
Chair, XYZ Head Start

Dated: \_\_\_\_\_ By \_\_\_\_\_  
Chair, Mental Health Collaborative Professional Rep

Dated: \_\_\_\_\_ By \_\_\_\_\_  
District Supervisor, Department of Corrections  
XYZ County Court Services

## Appendix B: Sample 4 - Joint Powers Board

### Restated Agreement of the Joint Powers Board for the Red County Children's Collaborative A Cooperative of Members

- Red County
- Red East Independent School District #991
- Independent School District #1010

This agreement entered into the \_\_\_\_\_ day of \_\_\_\_\_ 2000 by and between the following:

- Red County
- Red East Independent School District #991
- Independent School District #1010

Hereinafter referred to as *Members*.

Witnesseth that:

**WHEREAS**, the Members, as parties to this agreement, have as one of their purposes to provide services to children birth to nine and their families, and

**WHEREAS**, it is felt by each Member that this can best be accomplished by cooperative efforts, and

**WHEREAS**, Minnesota Statutes, Section 471.59, authorizes the Members to jointly or cooperatively exercise any power common to the contracting parties, and

**WHEREAS**, the Members have been collaborating as a Family Services Collaborative pursuant to Minnesota Statute 121.8355 since March 1, 1995, and

**WHEREAS**, the Members believe it is appropriate to reaffirm and restate their joint powers agreement on a periodic basis,

**NOW THEREFORE**, the Members, as parties to this agreement, pursuant to this authority and in accordance with the conditions specified in Minnesota Statute, Section 471.59, hereby agree as follows:

1. **ESTABLISHMENT OF COLLABORATIVE:**

That hereby there is established a collaborative under the joint powers act of the State of Minnesota and that official name of this collaborative shall be the Red County Children's Collaborative.

2. **PURPOSE OF AGREEMENT:**

The purpose of this agreement shall be to create a collaborative which joins local units of government together to ensure a unified, unduplicated and "family friendly" system of intervention and care for families and children.

3. **ACCOMPLISHMENT OF PURPOSE:**

The program shall be accomplished by the creation of a Children's Cabinet which shall plan, develop and implement projects to carry out the purpose of the Red County Children's Collaborative, and which shall include: Red County Human Services, Red County Public Health, Red County Extension Services, Red East Independent School District #991, Independent School District #1010, Special Education Cooperative, Mental Health Center, Head Start, Early Childhood Family Education, and Red County Corrections.

4. **BOARD REPRESENTATION:**

The Joint Powers Board shall consist of: Two representatives of the Red County Board of Commissioners; one representative from Red East Independent School District #991 Board of Education; one representative from Independent School District #1010 Board of Education; and two parent representatives, one from Red East Independent School District #991, and one from Independent School District #1010, appointed by the school

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districts and approved by the Red County Board of Commissioners. In the event of a temporary absence, a Board member may appoint a designee for the meeting. Each member shall have one vote.

- a) A quorum shall consist of two-thirds (2/3) of the full membership of the Board, and members must be present at the meeting to vote. A simple majority of the full membership of the Board is required for any authority for the action of the Board.
- b) The Board shall meet monthly or more frequently as the Board decides.

**5. BOARD RESPONSIBILITIES AND AUTHORITY:**

The responsibilities of the Board shall be:

- a) To provide for a thorough and continuing system of reporting to and communicating with the members of the Collaborative.
- b) To plan, develop and recommend projects to members for the adoption within the purpose of the Red County Children's Collaborative.
- c) To implement, coordinate, and manage those collaborative projects which have been authorized by Members.
- d) To adopt bylaws to govern and operate the Red County Children's Collaborative.
- e) To establish a sound financial program and appropriate system of record keeping.
- f) To conduct regular meetings called by the Collaborative Coordinator or their designee. Special meetings may be called by the Coordinator as deemed appropriate or on the request of any Board representative or Children's Cabinet member with less than three days written notice.

**6. ADVISORY COUNCIL:**

Advisory Councils for each program/project shall be established under the auspices of the Red County Children's Collaborative. The Advisory Council shall serve in an advisory capacity to the board.

**7. FISCAL RESPONSIBILITY:**

- a) The Board shall have the power to designate a Member to act as the fiscal agent for the Red County Children's Collaborative. The Board shall have the power to designate Members to act as fiscal agent for various projects and programs offered under the auspices of the Red County Children's Collaborative.
- b) The Board shall have the authority to adopt an annual budget.
- c) In accordance with the adopted budget, approved by the Board, the fiscal agent shall maintain records, disburse funds and accept receipts.

**8. BYLAWS;**

Bylaws may be established, as needed, by the Board.

**9. SEPARATE BENEFITS FOR MEMBERS:**

Nothing herein shall prevent any Member from applying separately for any benefit to which it may itself be entitled.

**10. ADDITIONAL PARTICIPANTS:**

Other counties, agencies, or school districts may participate in the programs/projects of the Red County Children's Collaborative upon such terms and conditions as the Board may approve.

**11. WITHDRAWAL OF MEMBER:**

A member may withdraw from the collaborative by resolution of its board and upon written notice give to the Board. The withdrawal shall become effective upon receipt of notice of the withdrawal. The withdrawal shall not affect the continued liability of the withdrawing member from indebtedness it assumed for the Red County Children's Collaborative prior to the effective withdrawal date. No new liability shall be assumed or assessed against a withdrawing member after the date of withdrawal.

The Red County Children's Collaborative shall retain that share of property and funds paid to the Red County Children's Collaborative by the withdrawing member.

**12. DISSOLUTION:**

This agreement shall continue in full force and effect until a majority of the participating Members shall mutually agree to terminate this agreement and dissolve the Red County Children's Collaborative.

In the event of the dissolution of the Red County Children's Collaborative, any equipment and/or materials owned by the Red County Children's Collaborative shall be disposed of in the following manner:

- a) Sealed bids shall be received from active Members with sale awarded to the highest bidder.
- b) Amount received from sale of equipment and/or materials shall revert to those members comprising the cooperative at the time of dissolution as determined by the Board.
- c) The Members which are active members at the time of dissolution shall be responsible for the liabilities existing at the time of dissolution.
- d) Previous withdrawing members shall retain all liabilities assumed prior to the date of withdrawal. All as more apparent by reference to paragraph 11 of this agreement.

**13. AMENDMENTS**

A simple majority of members will be needed to amend this agreement.

**RED COUNTY CHAIRMAN OF THE BOARD OF COMMISSIONERS**

\_\_\_\_\_  
Executed this \_\_\_\_\_ day of \_\_\_\_\_ 2000.

**RED EAST INDEPENDENT SCHOOL DISTRICT #991**

\_\_\_\_\_  
Executed this \_\_\_\_\_ day of \_\_\_\_\_ 2000.

**INDEPENDENT SCHOOL DISTRICT #1010**

\_\_\_\_\_  
Executed this \_\_\_\_\_ day of \_\_\_\_\_,2000.

Approved as to form and execution by:

\_\_\_\_\_  
Red County Attorney

\_\_\_\_\_  
Date

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## **Appendix B: Sample 5 - Interagency Agreement**

### **Agreement Between Purple County and School Districts 1, 2, 3, 4, 5, 6, 7, 8, and 9 to Establish the Purple County Interagency Intervention Service Committee**

This Agreement is made and entered into between the following parties:

Purple County, 222 Highway 6, Anytown, MN 55555, by and through the Purple County Board of Commissioners (the County);

and

All school districts currently located in Purple County, Minnesota including Special School District 1 and ISD 2, 3, 4, 5, 6, 7, 8 and Intermediate School District 9 (School Districts).

**WHEREAS**, Minn. Stat. §§ 125A.023 and 125A.027 create the “Interagency Services for Children with Disabilities Act” (the Act), and pursuant to the Act it is the policy of the state to develop and implement a coordinated, multidisciplinary, interagency intervention service system for children ages three to 21 with disabilities; and

**WHEREAS**, pursuant to the Act, county boards and school boards are responsible for creating a local coordinated, multidisciplinary interagency service system for children with disabilities ages three to 21 and their families, and are required to establish a local governance structure; and

**WHEREAS**, pursuant to the Act, the target population is all children ages three to 21 with disabilities and their families seeking services from two or more agencies, within the definition of “disabled” as stated in Minn. Stat. § 125A.02; and

**WHEREAS**, the parties to this Agreement hereby agree to create the Purple County Interagency Intervention Service Committee (PCIISC) as the local governance structure required by the Act; and

**WHEREAS**, each party agrees that through collaborative efforts it will assist the PCIISC in the development and implementation of a local coordinated, multidisciplinary interagency service system consistent with Minn. Stat. § 125A, designed to meet the needs of children with disabilities ages three to 21 (it is a family choice to participate in the local interagency service system); and

**WHEREAS**, the following local agencies, programs and organizations provide services to children, youth, and families, who are the target population as defined by the Act, and have worked together to achieve a coordinated service system, and it is necessary that the following local agencies, programs, and organizations continue to work together and with the PCIISC to achieve the local coordinated, multidisciplinary interagency service system;

Minnesota Department of Economic Security, Rehabilitation Services  
CAP Agency, Inc. Headstart  
Purple County Interagency Early Intervention Committee  
Purple County Community Transition Interagency Committees  
Purple County Children’s Mental Health Collaborative  
Purple County Family Services Collaboratives

**WHEREAS**, it is the understanding of the parties that certain roles in serving children, youth, and families are required by law and that these laws shall serve as the foundation for defining the roles and responsibilities of the parties and each participating agency; and

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**WHEREAS**, this Agreement is not intended to alter the responsibilities of the agencies, programs, and organizations currently providing services to children, youth, and families in the target population to continue providing and paying for those services; and

**WHEREAS**, the parties agree that all obligations as stated or implied in this Agreement shall be interpreted in light of and consistently with governing state and federal laws;

**NOW, THEREFORE**, the undersigned parties, in the joint and mutual exercise of their powers agree as follows:

## **1. CREATION AND FUNCTION OF THE PCIISC**

### **1.1 Creation of the PCIISC**

The County and the School Districts agree to create the PCIISC by January 1, 2001, as the local governance structure through which the parties will work to implement the local coordinated, multidisciplinary interagency intervention service system in Purple County.

### **1.2 Structure of the Creation of the PCIISC**

a) The PCIISC shall have eight representatives as follows:

The School Districts shall appoint four committee representatives. One of these representatives will be a parent of a child between the ages of three to 21 served through the coordinated, multidisciplinary interagency intervention system.

The County shall appoint four committee representatives. One of these representatives will be a parent of a child between the ages of three to 21 served through the coordinated, multidisciplinary interagency intervention system.

b) The term of each representative of the PCIISC shall be for one year commencing January 1 of each year. The first representatives shall begin serving their terms commencing on January 1, 2001. In the event a member resigns during the term, the party appointing the representative shall appoint a new representative to serve out the remainder of the one-year term.

### **1.3 Functions of the PCIISC**

a) The role of the PCIISC is to ensure the development and implementation of interagency policies and procedures that coordinate services at the local level for children with disabilities ages three to 21 under guidelines established by the state interagency committee under Minn. Stat. § 125A.023, subd. 4. The responsibilities of the PCIISC are defined by Minn. Stat. § 125A.027, subd. 1 and the terms of this Agreement.

b) Pursuant to Minn. Stat. § 125A.027, subd. 1(b), the parties to this Agreement, through the PCIISC, shall:

1. Identify and assist in removing state and federal barriers to local coordination of services provided to children with disabilities.
2. Identify adequate, equitable, and flexible use of funding by local agencies for these services.
3. Implement policies that ensure a comprehensive and coordinated system of all state and local agency services, including multidisciplinary assessment practices, for children with disabilities ages three to 21.
4. Use a standardized written plan for providing services to a child with disabilities developed under Minn. Stat. § 125A.023.
5. Access the coordinated dispute resolution system and incorporate the guidelines for coordinating services at the local level, consistent with Minn. Stat. § 125A.023.
6. Use an evaluation process to measure the success of the local interagency effort in improving the quality and coordination of services to children with disabilities ages three to 21 consistent with Minn. Stat. § 125A.023.
7. Develop a transitional plan for children moving from the interagency early childhood intervention

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- system under Minn. Stat. §§ 125A.259 to 125A.48 into the interagency intervention service system under Minn. Stat. §125A.027.
8. Coordinate services and facilitate payment for services from public and private institutions, agencies, and health plan companies.
  9. Share needed information consistent with state and federal data practices requirements.
  10. Create Bylaws as needed for the operation of the PCIISC.
  11. Work with local agencies, programs, and organizations to achieve duties (1) through (9), including but not limited to:
    - Minnesota Department of Economic Security, Rehabilitation Services
    - CAP Agency, Inc. Headstart
    - Purple County Interagency Early Intervention Committee
    - Purple County Community Transition Interagency Committee
    - Purple County Children’s Mental Health Collaborative
    - Purple County Family Services Collaboratives.

#### **1.4 Joint Responsibilities**

- a) It is the joint responsibility of the County Board and School Boards to coordinate, provide, and pay for appropriate services as described in Minn. Stat. §§ 125A.29 and 125A.027. Appropriate services for eligible children must be determined in consultation with parents, physicians, and other education, medical, health, and human services providers. The services provided must conform to the child’s standardized written plan (Individual Interagency Intervention Plan).

Nothing in this Agreement increases or decreases the obligation of the County Board or School Boards to pay for education, health care, or social services. It is specifically acknowledged that school districts are only responsible for the provision of appropriate educational services. Nothing in this Agreement relieves a health plan company, third party administrator or other third-party payer of an obligation to pay for, or changes the validity of an obligation to pay for, services provided to children with disabilities ages three to 21 or their families.

- b) Each party shall assist in the appointment of representatives to serve on the PCIISC as required in paragraph 1.2 a. above.
- c) Each party shall contribute staff as needed to fulfill the various duties outlined in Minn. Stat. § 125A.027 and as required by the PCIISC.
- d) Each party shall communicate with and assure that local agencies, programs, and organizations under their supervision will implement policies and procedures developed by the PCIISC to coordinate services for children in the target population, including duties pursuant to Minn. Stat. § 125A.027, subd. 1.
- e) Each party shall, in conjunction with PCIISC, fully support the implementation of the standardized written plan (Individual Interagency Intervention Plan) developed under Minn. Stat. § 125A.023, subd. 4(b)(4) for providing services to a child with disabilities.
- f) Each party shall, in conjunction with the PCIISC, analyze local, state, and federal barriers to implementing a coordinated, multidisciplinary interagency intervention service system, recommend solutions to such barriers, and establish monitoring strategies and policies for local programs under their supervision.
- g) Each party shall, in conjunction with the PCIISC, assist local agencies, programs, and organizations under their supervision in implementing an individual interagency intervention service planning team for each child in the target population that:
  1. Comprises the child’s parents, physicians, other health care professionals including school nurses, and education and human services providers, pursuant to Minn. Stat. § 125A.027, subd. 2(a), and other providers as necessary, including mental health professionals and practitioners.
  2. Is authorized, pursuant to Minn. Stat. § 125A.027, subd. 2(a) to jointly determine appropriate and necessary services for eligible children.

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3. Has the capability to coordinate services and facilitate payment for services from public and private institutions, agencies and health plan companies, pursuant to Minn. Stat. § 125A.027, subd. 1(b)(8).
  4. Fully supports the use and implementation of the standardized written plan (Individual Interagency Intervention Plan) developed under Minn. Stat. § 125A.023, subd. 4(b)(4) for providing services to a child with disabilities.
- h) Each party shall, in conjunction with the PCIISC, use the state developed coordinated dispute resolution system developed under Minn. Stat. § 125A.023, subd. 4(b)(5). However, this dispute resolution system does not replace or modify the right of families and students to exercise other dispute resolution systems created by state or federal law.
  - i) Each party shall, in conjunction with the PCIISC, use the state evaluation process developed under Minn. Stat. § 125A.023, subd. 4(b)(6) to measure the success of the local interagency effort in improving the quality and coordination of services to children in the coordinated, multidisciplinary interagency intervention service system.

## **2. CONFLICT OF INTEREST**

No party or member of the PCIISC may vote on any matter which provides direct financial benefit to themselves or gives an appearance of conflict of interest.

## **3. REVIEW AND AMENDMENT**

This Agreement shall be reviewed at least annually and amended as required. All amendments shall be in writing and require the signature of a designated representative of each party to this Agreement.

## **4. IMPLEMENTATION TIMELINE**

By January 1, 2001, the PCIISC will begin implementation of a coordinated multidisciplinary service system for children with disabilities age three to age five or kindergarten entrance. Children with disabilities from age five up to age 21 shall be eligible for coordinated services and their eligibility to receive such services under Minn. Stat. § 125A.027 shall be phased in as follows:

1. July 1, 2001, children up to age nine become eligible;
2. July 1, 2002, children up to age 14 become eligible;
3. July 1, 2003, children up to age 21 become eligible.

## **5. INDEMNIFICATION**

Each party shall be liable for its own acts to the extent provided by law. Each party to the Agreement is responsible for procuring and maintaining its own insurance. It is further understood and agreed that the party's liability shall be limited by the provisions of the Municipal Tort Claims Act, Minn. Chapter 466, or other applicable law if and to the extent that each party's liability was so limited aside from its participation in this Agreement.

## **6. DATA PRACTICES ACT**

Each party shall be bound by, and comply with, the Minnesota Data Practices Act, Chapter 13, and the Minnesota Rules implementing the Act now in force or hereafter adopted, as well as federal laws on data privacy, as to all data collected, created, received, gathered, disseminated, generated, or acquired in accordance with the Agreement. The responsible authority of each party, for purposes of Minn. Stat. § 13.46, subd. 10(a)(4) is listed as the authorized representative in paragraph 9 below.

Parties to this Agreement do not become subject to additional data practices legal responsibilities by virtue of participating in this Agreement. The participating agencies will collaborate to develop an appropriate Tennessee notice to families and individuals participating in the services delivered by the Interagency Intervention Service Committee. This notice will include specific information about how the information collected from the data subject will be shared and maintained amongst the participating agencies.

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**7. DISPOSITION OF PROPERTY AND FUNDS**

At such time as this Agreement is terminated, all property owned pursuant to this Agreement shall be distributed to the parties to this Agreement. The distribution of assets and surplus money originating from sources other than the parties to this Agreement shall be made according to the terms pursuant to which the assets or money initially were received. The respective parties shall make the distribution of surplus money originating from the parties in proportion to the contributions made by each other the entire duration of this Agreement. This paragraph shall continue in force after termination of the other provisions of this Agreement for such period, not to exceed six (6) months, as is necessary to wind up the affairs of the parties.

**8. SEVERABILITY**

The provisions of this Agreement are severable. If any part of this Agreement is rendered void, invalid, or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement unless the part or parts that are void, invalid, or otherwise unenforceable substantially impair the value of the entire Agreement with respect to any of the parties.

**9. EFFECTIVE DATE AND TERM**

This Agreement shall be in full force and effect when all parties have executed this Agreement and shall continue in force until either terminated or changed by law, by agreement of the parties, or in the event either the County or all School Districts that are parties to this Agreement withdraw. The parties to this Agreement need not sign the same copy.

**10. AUTHORIZED REPRESENTATIVES**

The parties may, by giving written notice to all other parties, designate any address or addresses to which notices or other communications to them shall be sent when required by or related to the Agreement. Until otherwise provided by the respective parties, all notices or communications shall be addressed to the Authorized Representatives.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the date(s) indicated below.

Approved as to form:

COUNTY OF PURPLE

\_\_\_\_\_  
Assistant County Attorney/Date

By \_\_\_\_\_  
Chair, Board of Commissioners

Date of Signature \_\_\_\_\_

Approved as to execution:

\_\_\_\_\_  
Assistant County Attorney/Date

Attest:

Approved by Purple County Board

Resolution No. \_\_\_\_\_

\_\_\_\_\_  
Clerk to the Board/Date

SPECIAL SCHOOL DISTRICT 1

By \_\_\_\_\_  
Title: Board Chair

Date of Signature \_\_\_\_\_

INDEPENDENT SCHOOL DISTRICT 2

By \_\_\_\_\_  
Title: Board Chair

Date of Signature \_\_\_\_\_

INDEPENDENT SCHOOL DISTRICT 4

By \_\_\_\_\_  
Title: Board Chair

Date of Signature \_\_\_\_\_

INDEPENDENT SCHOOL DISTRICT 6

By \_\_\_\_\_  
Title: Board Chair

Date of Signature \_\_\_\_\_

INDEPENDENT SCHOOL DISTRICT 8

By \_\_\_\_\_  
Title: Board Chair

Date of Signature \_\_\_\_\_

INTERMEDIATE SCHOOL DISTRICT 9

By \_\_\_\_\_  
Title: Board Chair

Date of Signature \_\_\_\_\_

INDEPENDENT SCHOOL DISTRICT 3

By \_\_\_\_\_  
Title: Board Chair

Date of Signature \_\_\_\_\_

INDEPENDENT SCHOOL DISTRICT 5

By \_\_\_\_\_  
Title: Board Chair

Date of Signature \_\_\_\_\_

INDEPENDENT SCHOOL DISTRICT 7

By \_\_\_\_\_  
Title: Board Chair

Date of Signature \_\_\_\_\_



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## Governance Guidebook Evaluation

Please take a few minutes and give us some feedback about your experience using this guidebook. Your input is greatly appreciated. *Please circle one answer per question.*

1. To what degree was the Introduction section useful in providing background information?

1	2	3	4	5
Not very useful		Somewhat useful		Very useful

2. To what degree was the narrative provided on each section useful?

1	2	3	4	5
Not very useful		Somewhat useful		Very useful

3. To what degree were the samples provided useful?

1	2	3	4	5
Not very useful		Somewhat useful		Very useful

4. To what degree was the sample operational flowchart on page 43-44 useful?

1	2	3	4	5
Not very useful		Somewhat useful		Very useful

5. I liked the overall design of this guidebook.

1	2	3	4	5
Strongly disagree		Somewhat agree		Strongly agree

*continued on back*

