

**AMENDED JACKSON COUNTY  
CHILDREN'S MENTAL HEALTH AND  
FAMILY SERVICES NETWORK COLLABORATIVE  
JOINT POWERS AGREEMENT/CONTRACT**

This amended joint powers agreement/contract effective January 1, 2014, or when approved by all parties, by and between Western Community Action Inc., Des Moines Valley Health and Human Services, Jackson County, Jackson County Central School District #2895, and Heron Lake-Okabena School District #330 (herein after referred to as "the Parties"), shall be known as the JACKSON COUNTY CHILDREN'S MENTAL HEALTH AND FAMILY SERVICES NETWORK COLLABORATIVE (herein referred to as the "Collaborative" or "Family Services Network").

**RECITALS**

WHEREAS: the Parties are committed to improving outcomes for Jackson County children, birth to age 18 and their families, by developing a comprehensive system of collaborative service delivery to improve the ability of families to meet the needs of their children; and

WHEREAS: the Parties agree a need to provide services which allows families freedom of choice regarding service delivery exists; and

WHEREAS: the Parties desire a maximum degree of long-range cooperation and administrative planning in order to provide for the safety and security of Jackson County and its children; and

WHEREAS: the Parties are committed to providing and improving a culturally sensitive, integrated service delivery system to children through improved outreach, early identification and intervention across systems; and

WHEREAS: the Parties desire to make these services readily available to Jackson County residents; and

WHEREAS: the Parties are committed to improving services through sharing information, eliminating duplication of services and coordinating efforts; and

WHEREAS: the Parties agree sharing resources, where feasible, and training efforts in particular, may result in improved coordination; and

WHEREAS: the Parties understand certain roles in serving children and youth are required by law and these laws serve as the foundation for defining the roles and responsibilities of each party; and

WHEREAS: the Parties agree all obligations as stated or implied in this agreement shall be interpreted in light of and consistently with governing state and federal laws; and

WHEREAS: the Parties recognize such services can be appropriately financed, supported, and managed through a multi-organization joint venture.

NOW, THEREFORE, in consideration of the mutual agreements herein and pursuant to Minnesota Statutes § 471.59 (Joint Exercise of Powers), Minnesota Statutes § 124D.23 (Family Services Collaborative), and Minnesota Statutes § 245.491 (Children's Mental Health Integrated Fund), et seq., the Parties agree as follows:

## **SECTION 1: PURPOSE**

1. The purpose of this joint powers agreement/contract is to establish a Board of Directors to govern the Collaborative.
2. The goal of the Collaborative is to improve the outcomes of Jackson County children and their families by developing a comprehensive system of collaborative service delivery to improve the ability of families to meet the needs of their children.
3. It is the intent of the Parties to achieve this goal through the utilization of existing resources by creating a more efficient and effective system of delivering services.
4. Accept federal, state and local grants and funds.

## **SECTION 2: DEFINITIONS**

1. Board and board of directors: The governing body established by this agreement.
2. Jackson County: a political subdivision of the State of Minnesota.
3. Administrative county: Jackson County.
4. Joint powers agreement/contract: this agreement, and any amendment of this agreement.
5. Parties: the statutory units who are signatories to this joint powers agreement/contract, as authorized by Minnesota Statutes § 471.59, Minnesota Statutes § 124D.23, and Minnesota Statutes § 245.491, et seq.
6. Annual Partnership Contribution: A yearly contribution at the amount established by the board for each party to pay. Parties may contribute in cash and/or in-kind to meet their Annual Partnership Contribution.
7. Action Team for Children and Families: this interagency body provides the board with expertise in areas of interest to the board including system planning, service delivery and community support.

## **SECTION 3: COMPOSITION OF THE BOARD OF DIRECTORS**

The powers, duties and purpose of this agreement shall be carried out through a board of directors which is hereby established by the Parties. Composition and membership of the board of directors shall be as follows:

1. Each Party shall appoint one member to serve on the board (primary board members). The persons so appointed to the board to represent the Parties shall thereafter appoint three additional persons (secondary board members) to serve on the board as follows: one representative from DVHHS-a community health representative, one representative from DVHHS-a community support program representative, and one representative from Jackson County Court Services. One additional member to the board (tertiary board member), shall be a parent of children residing in Jackson County, and shall be appointed by the primary board members.
2. Each primary and secondary board member shall appoint an alternate representative member to fulfill the duties of a representative member in his or her absence. In addition, the whole board shall appoint one alternate tertiary board member to fulfill the duties of the tertiary board member in his or her absence.
3. The board of directors shall elect a chairperson to serve for one year. The chairperson will preside at meetings.

4. Each board of director has one vote, which shall be cast by the appointed board member or the appointed board alternate.

5. A majority of the board shall constitute a quorum. A simple majority vote of the board members present at a meeting with a valid quorum shall be required for the board to take action.

6. Other entities serving Jackson County (including those enumerated in Minnesota Statutes § 124D.23, subdivision 1(a)) may become a Party to this agreement upon approval of a two-thirds (2/3) majority of the then-existing board of directors. All new Parties shall sign a copy of this agreement.

7. Each member of the board may receive a per diem and be reimbursed expenses in the performance of official duties within the limitations established by the Party they represent.

#### **SECTION 4: POWERS AND DUTIES**

The board of directors shall possess all the powers and duties described above and the powers and duties to:

1. Contribute financially to the establishment and continued operation of this Collaborative through the commitment of time and resources.

2. Promote a coordinated effort among the Parties and their individual staffs, to achieve maximum culturally appropriate service delivery to families and their children with the goal of increasing service efficiency.

3. Hire a Director of the Family Services Network (Administrator), who shall serve at the pleasure of the board, be the chief staff person responsible for Family Services and Children's Mental Health Collaborative business and is authorized to expend funds as budgeted within the overall objectives and goals as established by the board. The administrator will serve as the chief staff person to the board, prepare agendas and minutes, and carry out the directives of the board.

4. Set the times and places of regular and special meetings of the board of directors which shall be conducted in a manner consistent with the Minnesota Open Meeting Law, Minnesota Statutes § 13D.01, and amendments thereto.

5. Direct the ongoing management and operation of the Collaborative including the establishment of funds and accounts necessary for the Collaborative to comply with the Family Services Collaborative and Children's Mental Health Collaborative and Integrated Fund statutes.

6. Adopt by-laws and internal written policies and cooperative procedures for the operation of the Collaborative, in order to implement this agreement to the maximum extent possible.

7. Assign staff, as appropriate, to participate in multi-agency family services plan staffing, a consolidated case management system and other information-sharing activities to assess and develop plans for children and their families.

8. Jointly plan and provide information, access to training opportunities and technical assistance for the staffs of the individual Parties to facilitate the purposes of the Collaborative, when feasible.

9. Comply with the Minnesota Data Practices Act and other applicable rules and procedures that relate to the use, security, dissemination, retention and destruction of records, and maintain confidentiality of information that is not otherwise exempt as provided by law.

10. Apply for the use of any state or federal funds, or new federal reimbursements to collaborative programs resulting from federal revenue enhancement to expand expenditures for collaborative services to families and children.

11. Provide the necessary liability coverage for the Family Services Network Collaborative. This coverage will be provided by an insurance carrier selected by the board and paid by the Collaborative as a line item expense in the current year's Collaborative budget.

12. Provide an annual report on the progress of the Collaborative to all Parties. This report shall include, but not be limited to finance, service delivery, governance, and information management updates.

13. Contribute to the collection of data to complete the Collaborative's state annual progress report.

14. Comply with the requirements contained in Minnesota Statutes § 245.491, et seq. necessary to establish the Collaborative as the local children's mental health collaborative.

15. Comply with the requirements contained in Minnesota Statutes § 124D.23 necessary to establish the Collaborative as a family services collaborative.

16. Set the financial contribution required from all Parties on an annual basis. This contribution shall be applied to the integrated fund.

17. Ensure that the Collaborative complies with the accounting and reporting standards of Minnesota Statutes § 123B.77.

18. Appoint an Action Team for Children and Families for the purpose of providing the board with expertise in areas of interest to the board including system planning, service delivery and community support. The Action Team for Children and Families shall be chaired by the Administrator and will study issues of interest to the Collaborative, advise the board on those issues, and make recommendations to the board of directors.

## **SECTION 5: FISCAL HOST**

Jackson County agrees to accept responsibility on behalf of the Collaborative as the designated fiscal host for reporting, claiming and receiving payment of both financial and in kind contributions from the Parties, participating organizations, and state and federal funding sources.

Jackson County agrees to strict accounting of all funds and developing and maintaining an accounting and financial management system to account for all contributions received by the Parties, participating organizations, private individuals, foundations, non-profit funding groups, and state or federal grants, and create a clear audit trail for such monies received and their expenditures by the Collaborative.

## **SECTION 6: DISALLOWANCE, SANCTION AND AUDIT EXCEPTION LIABILITY ASSIGNMENT**

The Parties agree and understand that in its function as an administrative county, the administrative county may be liable to the state or federal government for any disallowance, sanction, or audit exception attributable to the Collaborative, including but not limited to federal fiscal disallowances or sanctions based upon the Collaborative's implementation of the Collaborative time study or any of the other state and federal funding sources and their related requirements.

In the event of any such audit disallowance or sanction, the Parties agree the amount of the disallowance or sanction shall be paid out of any operating reserve fund held by the administrative county, if such funds exist. If the operating reserve fund balance is insufficient to repay the full amount

of the disallowance or sanction the Parties agree to reimburse the administrative county for the balance of the deficiency in an amount proportionate to their portion of the annual partnership contribution for the year in which such sanction or disallowance is imposed.

The board of directors may investigate and determine responsibility for any disallowance, sanction, or audit exception. A disallowance or sanction is considered attributable to the action or inaction of one or more Parties by a vote of a majority of the board of directors. The responsible party shall be responsible for repayment of the disallowance or sanction attributable to the action or inaction of that Party.

The administrative county shall immediately notify the Collaborative and all Parties of any state or federal action or contacts which involve a disallowance or sanction so the collaborative and Parties may intervene in the issue to the extent they deem necessary.

## **SECTION 7: AMENDMENTS**

This agreement may be amended only by the consent of all Parties. Notice of any proposed amendment must be provided to the boards of all parties at least 30 days prior to the effective date of the proposed amendment. Amendments shall include a written document setting forth the modifications and shall be signed by all parties.

## **SECTION 8: INTERPARTY DISPUTES AND DISPUTE RESOLUTION**

1. Staff from the grieving Party shall provide a written notice of conflict to the board of directors that identifies the conflict, proposed action and a summary of factual, legal and policy grounds.
  2. A written response, which includes proposed solutions to the conflict shall be provided by the board within sixty (60) days of receipt of the notice of conflict.
  3. Upon resolution of the conflict, a joint communication so indicating will be developed and disseminated by a representative from each Party.
  4. Should further action be required, a report from the board will be submitted to the Parties' heads for resolution.
  5. Upon resolution of the conflict, a joint communication so indicating will be developed and disseminated by each Party head.
- Should the preceding steps not resolve the conflict, the Parties may waive formal administrative proceedings and adopt a method of alternative dispute resolution by mutual consent.

## **SECTION 9: TERMINATION**

Any Party shall have the right to withdraw or may be terminated from this Agreement in the following manner:

1. The Party withdrawing shall pass a resolution declaring its intent to withdraw effective on a specified date, which date shall not be less than ninety (90) days from the day of the resolution and shall send a copy of such resolution to the chairperson of the board of directors not less than ninety (90) days before the effective date of withdrawal.

2. Upon receipt of the resolution to withdraw, the chairperson of the board of directors shall send a copy of said resolution to each Party within five (5) working days.

3. Where a Party exercises its option to withdraw under the terms of this agreement, no fiscal liability shall accrue for the subsequent quarter unless the resolution declaring its withdrawal is sent later than the first day of the last month in the quarter, in which case fiscal liability will be limited to that accruing within sixty (60) days of the notice declaring its withdrawal.

4. The withdrawing Party shall not be entitled to a refund of monies contributed to the Collaborative prior to the effective date of withdrawal. The fiscal host will provide a fiscal accounting to the withdrawing party of funds within sixty (60) days.

5. Notwithstanding any Party's decision to withdraw, this agreement shall continue until and unless all remaining Parties mutually agree to terminate the agreement by joint resolution.

6. After the effective date of termination, the board of directors 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.

7. Failure to comply with the terms of this agreement by any Party, may result in termination. If a Party is noncompliant, the board chairperson must provide notice in writing to the noncompliant Party of the noncompliance along with what action must be taken to come into compliance. Termination may occur sixty (60) days after notice is received, if the noncompliant Party has not become compliant by a 2/3 vote of the board of directors.

## **SECTION 10: DISPOSAL OF SURPLUS FUNDS AND PROPERTY UPON TERMINATION**

All property, real and personal, held by the Collaborative at the time of termination shall be distributed by resolution of the board of directors in accordance with law and in a manner to best accommodate Collaborative efforts.

## **SECTION 11: INSURANCE AND INDEMNIFICATION**

1. Parties to this agreement shall maintain workers' compensation insurance, automobile insurance, and general liability insurance for bodily injury, personal injury, and property damage for their officials and employees in the performance of duties arising from this agreement and provide certification and evidence of such coverage to the other Parties.

2. Each Party agrees to save and protect, hold harmless, defend, and indemnify each other against any or all causes of action and damages of any nature whatsoever arising from or related to the provision of services by their employees or of the party itself pursuant to the terms of this agreement and the activities contemplated.

3. Jackson County does not waive the limits of liability and immunity as governed by the provisions of the Municipal Tort Claims Act, Minnesota Statutes Chapter 466, and other applicable laws.

## **SECTION 12: EARNED INTEREST ON COLLABORATIVE FUNDS**

The fiscal host shall set up a separate account for all funds received on behalf of the collaborative. All interest earned on these funds shall be distributed to the Collaborative account on an annual basis or at such other short intervals as agreed upon by the fiscal host.

**SECTION 13: EFFECTIVE DATE**

The effective date of this amended joint powers agreement/contract shall be the January 1, 2014, or as soon thereafter as approved by all parties. IN WITNESS THEREOF, the Parties' resolutions have caused this agreement to be executed by their respective officers.

**SIGNATURES OF PARTIES TO THIS AGREEMENT:**

Jackson County

Western Community Action, Inc.

By:   
Its: Jackson County Commissioner, Chairman

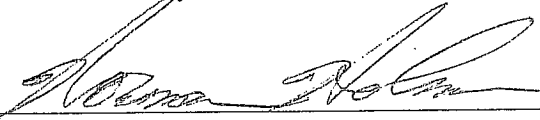
By:   
Its: Board President

Dated: November 12, 2013

Dated: 11-21-13

Des Moines Valley Health and Human Services

Jackson County Central School District #2895

By:   
Its: Board Chairman

By:   
Its: School Board Chairman

Dated: 11-14-13


Dated: 11-25-13

Heron Lake-Okabena School District #330

By:   
Its: School Board Chairman

Dated: 11/19/2013

Approved as to form and execution:

By:   
Its: Jackson County Attorney Nov 30, 2013

**AMENDMENT TO THE  
AMENDED JACKSON COUNTY  
CHILDREN'S MENTAL HEALTH AND  
FAMILY SERVICES NETWORK COLLABORATIVE  
JOINT POWERS AGREEMENT/CONTRACT**

The Amended Jackson County Children's Mental Health and Family Services Network Collaborative Joint Powers Agreement/Contract entered into January 1, 2014 is amended such that Section 5 now reads as follows:

**SECTION 5: FISCAL HOST**

Des Moines Valley Health and Human Services agrees to accept responsibility on behalf of the Collaborative as the designated fiscal host for reporting, claiming and receiving payment of both financial and in kind contributions from the Parties, participating organizations, and state and federal funding sources.

Des Moines Valley Health and Human Services agrees to strict accounting of all funds and developing and maintaining an accounting and financial management system to account for all contributions received by the Parties, participating organizations, private individuals, foundations, non-profit funding groups, and state or federal grants, and create a clear audit trail for such monies received and their expenditures by the Collaborative. These funds shall be kept separate from DVHHS funds and will not be deemed a part of DVHHS funds should DVHHS dissolve.

The effective date of this amendment to the amended joint powers agreement/contract shall be when approved by all parties. IN WITNESS THEREOF, the Parties' resolutions have caused this agreement to be executed by their respective officers.

**SIGNATURES OF PARTIES TO THIS AGREEMENT:**

Jackson County

Western Community Action, Inc.

By: \_\_\_\_\_  
Its: Jackson County Commissioner, Chairman

By: \_\_\_\_\_  
Its: Board Chairman

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_



Des Moines Valley Health and Human Services  
#2895

By: Rosemary Schmitz  
Its: Board Chairman

Dated: 8-14-14

Jackson County Central School District

By: Abbi Sep  
Its: School Board Chairman

Dated: 8-18-14

Heron Lake-Okabena School District #330

By: \_\_\_\_\_  
Its: School Board Chairman

Dated: \_\_\_\_\_

Approved as to form and execution:

By: \_\_\_\_\_  
Its: Jackson County Attorney

Dated: \_\_\_\_\_