

HENNEPIN SOUTH SERVICES COLLABORATIVE AGREEMENT

THIS AGREEMENT is entered into by and between the following parties: Independent School District No. 271, Bloomington School District,; Independent School District No. 272, Eden Prairie School District; Independent School District No. 280, Richfield School District; Hennepin County, through its Human Services and Public Health Department; Bloomington Public Health, the Public Health Division of the City of Bloomington, Minnesota, and Community Action Partnership of Suburban Hennepin, a Minnesota, non-profit organization. The parties shall be the “Mandatory Members.”

RECITALS:

WHEREAS, Minn. Stat §124D.23 authorizes a school district(s), county, public health entity, community action agency and Head Start grantee to enter into a collaborative agreement to provide coordinated family services; and

WHEREAS, the Mandatory Members are committed to providing and improving a comprehensive, collaborative, and culturally appropriate integrated service delivery system to children residing in the Bloomington, Eden Prairie and Richfield school districts, through improved outreach and early identification and intervention strategies; and

WHEREAS, the Mandatory Members desire a maximum degree of long-range cooperation and administrative planning in order to help communities build strong families and improve the health and well-being of children and their families within the Hennepin South Services Collaborative (“HSSC”) service delivery area; and

WHEREAS, HSSC was first established in 1993 pursuant to a joint powers agreement for the purpose of engaging in joint planning and collaboration of social and mental health services for children and their families, and the Mandatory Members wish to enter into a new Agreement that reflects the current agreement of the parties.

NOW, THEREFORE, the parties, pursuant to the authority contained in §124D.23, agree to the following terms.

I) PURPOSE.

HSSC shall not function as a service provider, but shall perform activities that coordinate support and service with the goal of system improvement. HSSC shall neither replace nor duplicate existing agencies.

II) TERM OF AGREEMENT.

This Agreement shall be in effect as of the date the Agreement is signed by the Mandatory Members and shall continue in effect for five (5) years, unless otherwise terminated as set forth in Clause IX. The Agreement shall be reviewed by the Mandatory Members annually.

III) TERMS APPLICABLE TO ALL PARTIES.

Each of the parties agrees to:

- A) Assign staff, as appropriate, to support the work of HSSC;
- B) Identify resources, which can contribute to the integrated efforts of HSSC, including participation in the Local Collaborative Time Study (LCTS) process, to secure LCTS funds for the HSSC Integrated Fund (Integrated Fund) maintained on behalf of HSSC by HSSC's fiscal agent, the primary objectives of which are to reduce system fragmentation (including funding 'silos') and to create a pool of flexible funding that can respond to the needs of children and their families in HSSC's service area;
- C) Develop internal policies and cooperative procedures, as needed, to implement this Agreement;
- D) Comply with applicable state and federal data practices laws and procedures relating to the collection, creation, receipt, maintenance, dissemination, retention and destruction of private data pertaining to individuals. Members of the HSSC Governing Board may share data in accordance with Minn. Stat. §124D.23, subd. 5 to carry out the purposes of this Agreement; the HSSC Coordinator shall be responsible for overseeing HSSC's compliance with applicable data practices laws, processes and procedures;
- E) Jointly plan and provide information and access to training opportunities for HSSC members and the community at large, as feasible and appropriate;
- F) Maintain and supply all documentation necessary to assist the HSSC fiscal agent in meeting local, state, and federal reporting requirements;
- G) Appoint a representative to serve on the HSSC Governing Board, as described in Section V of this Agreement, and as further described in the HSSC Bylaws;

IV) RESPONSIBILITIES OF BLOOMINGTON, EDEN PRAIRIE AND RICHFIELD SCHOOL DISTRICTS AND BLOOMINGTON PUBLIC HEALTH.

Bloomington, Eden Prairie and Richfield School Districts and Bloomington Public Health agree to:

- A) Participate in the LCTS, under the terms and conditions agreed to in the contract between the Minnesota Department of Human Services, HSSC and Hennepin County, Hennepin County contract #A177442, attached as Exhibit A and incorporated as part of this Agreement.
- B) Maintain and supply all necessary documentation to meet reporting requirements for LCTS;
- C) Placement of revenues earned through the participation in LCTS by the Bloomington, Eden Prairie and Richfield School Districts and Bloomington Public Health in the Integrated Fund shall be used by HSSC to expand prevention and early intervention services for children and their families within HSSC's service area, as determined by the HSSC Governing Board.

V) GOVERNANCE.

- A) Establishment and Meetings of HSSC Governing Board. The Mandatory Members agree to establish a governing board. “The Mandatory Members agree to establish a governing board (“HSSC Governing Board”) and that the HSSC Governing Board will approve and adopt the Amended Bylaws of Hennepin South Services Collaborative previously approved on August 7, 2013, (“Bylaws”) which are attached here to as Exhibit B and incorporated by reference.” The HSSC Governing Board shall meet at least quarterly, according to a schedule set forth in HSSC’s Bylaws.
- B) Composition of the HSSC Governing Board. The HSSC Governing Board shall be comprised of the following Mandatory Members:
- 1) One representative each from Independent School Districts 271, 272, and 280;
 - 2) One representative each from Hennepin County Human Services and Public Health Division, Bloomington Public Health and Community Action Partnership of Suburban Hennepin (or other community action agency or Head Start program serving the residents of the HSSC service area);
 - 3) Up to six (6) Discretionary Members, either individuals or from organizations that provide services within HSSC’s service area. Discretionary Members shall be further described in HSSC’s Bylaws.
- C) Responsibilities of HSSC Governing Board. The HSSC Governing Board shall:
- 1) Maintain the Integrated Fund for the purposes of financing HSSC projects. Monies from the Integrated Fund shall be used to obtain support and intervention services for children and their families. Monies from the Integrated Fund may also be used to operate HSSC, in accordance with applicable state and federal law;
 - 2) Distribute funds or provide grants in accordance with state and federal law and the policies and protocols adopted by the HSSC Governing Board.
- D) Operating Procedures. The HSSC Governing Board shall conduct business in accordance with its Bylaws and any operating procedures which the HSSC Governing Board adopts. If there is an inconsistency between this Agreement and the Bylaws or operating procedures, this Agreement shall take precedence.
- E) HSSC Coordinator. The HSSC Governing Board shall have the authority to hire or otherwise enter into an independent contract relationship with an individual to act as HSSC Coordinator. This paragraph shall not be construed to limit HSSC’s authority or ability to hire or otherwise contract with individuals or organizations to carry out HSSC business.
- F) Notice. Any notice under this Agreement shall be in writing and be delivered in person or by public or private courier service or certified mail with return receipt

requested or by facsimile. All notices shall be addressed to the parties at the addresses listed in the signature blocks, or at such other addresses as the parties may from time to time direct in writing.

VI) FINANCES.

- A) Fiscal Agent. The HSSC Governing Board shall appoint a fiscal agent to collect, administer and distribute all funds of HSSC, including managing the Integrated Fund received as a result of LCTS activities. The fiscal agent agrees to provide a proof of insurance.
- B) No party shall be required to encumber any amount exceeding the amount set forth in paragraph B of this section; however, nothing in this Agreement shall prohibit any party from making an additional contribution or encumbrance of monetary or in-kind resources.

VII) INDEMNIFICATION.

To the fullest extent allowed by law, each party shall defend, indemnify and hold harmless the other parties, their officials, employees and agents, from any and all claims, causes or action, lawsuits, damages, losses, or expenses, including attorney fees, arising out of or resulting from their (including their officials, agents or employees) performance of their duties as required under this Agreement, provided that any such claim, damages, loss or expense is attributable to bodily injury, sickness, diseases or death or to injury to or destruction of property including the loss of use resulting there from and is caused in whole or in part by any negligent act or omission or willful misconduct of the indemnifying party.

VIII) PARTNER DISPUTES.

- A) In the event of a disagreement among two (2) or more Mandatory Members, the disputing parties shall first attempt to work out the disagreement through informal communication. If this does not resolve the issue, the grieving party shall notify all other parties in writing of the nature of the dispute and shall request a meeting of the parties to resolve the issue. If this step does not resolve the issue, the parties shall collectively determine the next step in resolving the dispute.
- B) 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.

IX) MODIFICATION OF AGREEMENT

This Agreement shall only be modified by consent of all the parties. Any modifications shall be in writing and shall be signed by all the parties.

X) TERMINATION AND WITHDRAWAL

- A) Termination. This Agreement will terminate upon the parties mutually agreeing to terminate the Agreement or upon withdrawal from this Agreement by a Mandatory Member. Upon withdrawal of a Mandatory Member, nothing in this Agreement shall prevent the remaining Mandatory Members from entering into a new agreement in order to form a new family services collaborative upon approval by the Minnesota Department of Human Services. Upon termination of this Agreement, any property acquired or surplus monies remaining will be returned in proportion to contributions of contracting parties pursuant to Minn. Stat. §471.59.
- B) Withdrawal. Any party may withdraw from this Agreement upon 180 days written notice of intention to withdraw delivered to the other parties in the form of a certified copy of a resolution adopted by the governing body of the withdrawing party. Withdrawal shall not act to discharge any liability incurred or chargeable to any the withdrawing party before the effective date of the withdrawal.

XI) SIGNATURES.

All parties to this Agreement need not sign the same copy of the Agreement. An original Agreement signed by each party to this Agreement will be maintained by the Secretary of the HSSC Governing Board and HSSC Coordinator.

Bloomington Public Health Division
City of Bloomington
1800 Old Shakopee Road
Bloomington, MN 55431
952-563-8900

Mayor, City of Bloomington

Date

City Manager

Date

Reviewed and approved for Signature

Date

Community Action Partnership
Of Suburban Hennepin
8800 Highway 7, #401
St. Louis Park, MN 55426
952-697-1300

Executive Director

Date

Reviewed and approved for Signature

Date

MINNESOTA DEPARTMENT OF HUMAN SERVICES
CONTRACT TO PARTICIPATE IN THE
LOCAL COLLABORATIVE TIME STUDY

THIS CONTRACT, which shall be interpreted under the laws of the State of Minnesota is between the State of Minnesota, acting through its Department of Human Services (hereinafter STATE) and Hennepin County Minnesota acting through its Human Services and Public Health Department, 300 South 6th Street, Minneapolis, Minnesota 55487 (hereinafter COUNTY).

RECITALS

WHEREAS, the STATE, under Minnesota Statutes, section 256.01, subd. 2(a)(6) is authorized to enter into contracts and grants; and

WHEREAS, the STATE and COUNTY have a shared interest in enhancing federal funding to children's mental health collaboratives and family services collaboratives by claiming reimbursement for eligible activities through the Local Collaborative Time Study (hereinafter "LCTS"); , and

WHEREAS, the COUNTY represents that it is duly qualified and willing to perform the services set forth herein,

NOW, THEREFORE, it is agreed:

CONTRACT

ARTICLE 1

COUNTY'S DUTIES

Section 1.1. *Administration of the LCTS.* The COUNTY shall act as the reporting and payment agent for purposes of administering the LCTS on behalf of one or more local collaboratives. As reporting and payment agent, the COUNTY is responsible for:

1. Serving as a liaison between all participating collaboratives located in the COUNTY;
2. Ensuring accurate and timely cost reporting for each organization submitting claims for reimbursement through the LCTS;
3. Reviewing web-based cost reports submitted for all local organizations participating in the LCTS prior to each quarterly deadline. Quarters are defined in section 3.1(b) below;
4. Printing, signing, and retaining a paper copy of the final cost report submission for the length of the six years, or per county retention policies; whichever is longer; and

5. Receiving federal funding from the STATE on behalf of the various collaboratives and disbursing accurate and proper related federal funds to the various collaborative.

Section 1.2. *Relationship between the COUNTY and the collaborative(s)*. It is understood that the COUNTY shall participate with other local partners in carrying out the collaboratives functions. In light of this understanding, it is incumbent upon the COUNTY to see to it that appropriate arrangements are made and legal instruments executed with local partners to ensure the completion of the duties described in this contract.

Section 1.3. *Reporting requirements*. The COUNTY together with its collaborative partners shall submit reports as reasonably requested by the STATE. The reports will provide information on such matters as anticipated and actual use of LCTS funds, outcome-based indicators used to determine whether the collaborative is meeting its goals and complying with the STATE LCTC policies, or such other items needed by the STATE to properly administer the LCTS and comply with all appropriate federal and state laws, rules and regulations.

Section 1.4. *LCTS training*. The COUNTY working with its collaborative partners shall ensure that staff sampled by the LCTS and LCTS Coordinators have completed the STATE-sponsored training in the LCTS.

Section 1.5. *Compliance with federal regulations*. (a) The COUNTY shall administer the federal funds claimed through the LCTS consistent with 45 C.F.R., part 74, subpart C, and part 92.

(b) The COUNTY shall comply with the requirements for claiming administrative services under Title IV-E of the Social Security Act in accordance with 45 C.F.R., section 1356.60. In addition, the COUNTY shall comply with the requirements for claiming expenditures as training costs in accordance with 45 C.F.R. sections 235.63 to 235.66.

(c) The COUNTY shall ensure that costs claimed for reimbursement through the LCTS shall be the actual costs, to be determined in accordance with cost principles outlined in 45 C.F.R., part 75 (formerly OMB Circulars, including A-21, A-87 and A-122), as appropriate. Properly constructed tie studies shall be the basis for separating allowable from unallowable costs and for establishing appropriate costs. In the event the benefits of the activities to be applied with the time study process, or eligibility ratios shall be applied to the final results in order to determine the proper share of each allowable activity's costs to be charged to the federal program.

Section 1.6. *Use of LCTS Funds*. The COUNTY agrees that all revenue resulting from the LCTS shall be deposited in the collaborative's integrated fund under the operating authority of each collaborative's governing body. It is understood that the authority to decide how LCTS funds are spent shall reside with each local collaborative's governing board. It is further understood that LCTS funds shall be used to expand prevention and early intervention services to children and families and be consistent with the following paragraphs:

- (i) For children's mental health collaboratives, LCTS funds shall be used to expand the initial target population or to develop or provide mental health

services through the local integrated service system to children in the target population pursuant to Minnesota Statutes, section 245. 495(a).

(ii) For family services collaboratives, LCTS funds shall be used to expand expenditures for education, social, health, or health-related services to families and children pursuant to Minnesota Statutes, section 256F.13, subd.(1)(b)(3).

(iii) LCTS funds shall not be used to pay for out-of-home placements or supplant other revenues.

Section 1.7. *Maintain accounting system.* The COUNTY and agencies participating in the LCTS shall maintain an accounting and financial management system adequate to support all claims for federal reimbursement through the LCTS. The STATE, COUNTY and other agencies participating in the LCTS shall work together to ensure the implementation of an adequate accounting and financial management system.

Section 1.8. *Nonfederal share of expenditures.* The COUNTY and other agencies participating in the LCTS shall provide the nonfederal share of all expenditures for which federal revenue is claimed through the LCTS. In addition, the COUNTY and other agencies shall ensure that expenditures submitted for federal reimbursement shall be paid from public sources other than federal funds or funds used to match other federal funds.

ARTICLE 2

STATE'S DUTIES

Section 2.1. *Training.* The STATE shall provide training to the COUNTY and other collaborative partners regarding the administration of the LCTS.

Section 2.2. *Payment of the LCTS funds.* The STATE shall pay the federal reimbursement earned under this contract to the COUNTY based on their earnings pursuant to the terms of payment in Article 3.

Section 2.3. *Relationship to other funding.* Pursuant to Minnesota Statutes, section 256F.13, subd. 1(a)(4), the STATE shall ensure that federal reimbursement earned pursuant to this contract shall not be used in determining the allocation or distribution of other funds to counties or collaboratives.

ARTICLE 3

TERMS OF PAYMENT

Section 3.1. *Payment schedule.* (a) Except as provided in this Article, the STATE shall forward to the COUNTY on a quarterly basis federal funds earned through the LCTS.

(b) For purposes of this contract, the term “quarter” shall mean a period of three months ending on the last day of March, June, September and December.

Section 3.2. *Basis of payments.* Payments to the COUNTY shall be based upon activities and costs eligible or reimbursement through Titles IV-E and XIX of the Social Security Act. If at any time such federal funds become unavailable, the COUNTY shall be paid on a pro rata basis for services satisfactorily performed and for which federal reimbursement was received.

Section 3.3. *Submission of reports.* (a) The amount forwarded to the COUNTY shall be based on eligible activities identified through the LCTS and quarterly costs. The COUNTY shall submit LCTS cost reports within twenty (20) days after the end of the quarter. Cost reports received by the STATE more than twenty (20) days after the end of the quarter and amended cost reports shall be processed one (1) year after the original cost report was due unless otherwise agreed to by the STATE. Cost reports submitted more than one (1) year after the original due date will not be eligible for reimbursement.

(b) Per the STATE’s federally-approved cost allocation plan, the COUNTY working with its collaborative partners shall submit LCTS response data to the STATE within three (3) days after the date and time of the random moment.

Section 3.4. *DHS Administrative fee.* The STATE will invoice the COUNTY on an annual basis, using a form approved by the STATE, for the STATE’s total expenditures during the designated annual period in order to repay the special revenue maximization account for state expenses incurred exclusively in administering the LCTS. Payment in full is due to the STATE no more than thirty (30) days past the date of the invoice. If efforts to rectify payment issues with the COUNTY are unsuccessful, the STATE may suspend or terminate the COUNTY’s participation in the Local Collaborative Time Study (LCTS) until such time as the delinquent invoice is paid in full.

Section 3.5. *Disallowances.* The STATE shall recover from the COUNTY any federal fiscal disallowances or sanctions attributable to actions of the COUNTY, COUNTY’s subcontractors, agencies participating in the LCTS, or other members of the collaborative. If federal fiscal disallowance or sanctions are aside on either a statewide sample or a categorical disallowance imposed across the State, the STATE shall recover the proportional share of the disallowance or sanction from the COUNTY.

Section 3.6. *Conditions of Payment.* All services and reporting provided by the COUNTY or the members of the collaborative pursuant to this contract shall be performed to the satisfaction of the STATE, as determined in the sole discretion of its authorized representative, and in accord with all applicable federal, state and local laws, rules and

regulations. The STATE reserves the right to suspend, reduce, or terminate the distribution of LCTS funds to the COUNTY for services, LCTS reporting or reporting provided pursuant to Section 1.3 of this contract found by the STATE to be unsatisfactory or in violation of federal or state laws and regulations.

Section 3.7. *Payment recoupment.* The COUNTY must reimburse the STATE upon demand or the STATE may deduct from future payments made pursuant to this contract, any amounts paid by the STATE under this contract for which invoices and progress reports have not been received, or for which the COUNTY's or collaborative's books, records, or other documents are not sufficient to clearly substantiate that those amounts were used by the COUNTY or collaborative to perform the services described in this contract.

ARTICLE 4

TERM OF CONTRACT

Section 4.1. Term of contract. This contract shall be effective July 1, 2017, or upon the date that the final required signature is obtained by the STATE pursuant to Minnesota Statutes, section 16C.05, subd. 2, whichever occurs later, and shall remain in effect until June 30, 2022 or until canceled or terminated according to the provisions set forth in Section 4.2.

Section 4.2. Cancellation and Termination

- A. *Cancellation.* This contract may be canceled by the STATE, COUNTY or the Commissioner of the Department of Administration at any time, with or without cause, upon thirty (30) days' written notice to the parties of this contract. In the event of such cancellation, the COUNTY shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.
- B. *Termination.* The STATE may immediately terminate this contract if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination will be by written or fax notice to the COUNTY. The STATE is not obligated to pay for any services that are provided after notice and effective date of termination. However, the COUNTY will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The STATE will not be assessed any penalty if the contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The STATE must provide the COUNTY notice of the lack of funding within a reasonable time of the STATE's receiving that notice.

ARTICLE 5

GENERAL PROVISIONS

Section 5.1. *State's authorized representative.* The STATE's authorized representative for the purposes of administration of this contract is Amber Ganyaw or her successor. Such representative shall have final authority for acceptance of services and reports provided by the COUNTY or members of the collaborative. The COUNTY's authorized representative is Ed Ranfelt or his successor.

Section 5.2. *Amendments.* Any amendments to the contract shall be in writing, and shall be executed by the same parties who executed the original contract or their successors in office.

Section 5.3. *Assignment.* The COUNTY shall neither assign nor transfer any rights or obligations under this contract without the prior written consent of the STATE. However, in the event of a disallowance or sanction imposed by the federal government, the COUNTY may pass part or all of the disallowance or sanction risk to other members of the collaborative by incorporation of a risk sharing provision into the collaborative's governance agreement.

Section 5.4. *Liability* To the extent provided for in Minnesota Statutes, sections 466.01 to 466.15, the COUNTY agrees to be responsible for any and all claims or causes of action arising from the performance of this grant by COUNTY, its employees or its agents. The STATE's liability under this contract is governed by Minnesota Statutes, section 3.736. The foregoing shall not be construed to bar any legal remedies COUNTY may have for the STATE's failure to fulfill its obligations pursuant to this grant.

In accord with Minnesota Statutes, section 13.05, subd. 11 (Privatization), COUNTY agrees that it will provide notice to its collaborative member that the requirements of that law, including the remedies in Minnesota Statutes, section 13.08, apply to collaborative members while they are performing work related to this contract.

Section 5.5. *State and federal audits.* Under Minnesota Statutes, section 16C.05, subd. 5, the books, records, documents, and accounting procedures, and practices of the COUNTY, collaborative and any collaborative members relevant to this contract shall be subject to examination by the STATE's contracting department, the legislative auditor, and appropriate federal auditors. Records shall be sufficient to reflect all costs incurred in performance of the contract, and shall be maintained for six years after the contract expires, is cancelled or is terminated.

Section 5.6. *Ownership of materials and intellectual property rights.* (a) All materials conceived or originated by the COUNTY or collaborative members either individually or jointly with others arising out of the performance of this contract shall be owned by the COUNTY or collaborative member(s) as appropriate under the circumstances. The COUNTY shall bring such

materials to the attention of the STATE. The COUNTY shall ensure that the STATE shall have the right to reproduce, publish, or otherwise use, and to authorize others to use, the materials for government and collaborative-related purposes. Materials include any report, study, computer software, database, model, invention, photograph, negative, audio or video recording, or other item or document, in whatever form, created or prepared by the COUNTY or collaborative members in the performance of its obligations under this contract.

(b) Pursuant to 2 C.F.R., section 200.315(b), if any copyrightable material is developed in the course of or under this contract, the STATE and the U.S. Department of Health and Human Services shall have a royalty free, non-exclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the work for government purposes. The COUNTY shall ensure that this license provision is included in all relevant contracts it enters into with others related to the performance of services under this contract.

Section 5.7. *Workers' compensation.* COUNTY certified that it is in compliance with the workers' compensation insurance coverage requirements of Minnesota Statutes, section 176.181, subd. 2. The COUNTY's employees and agents will not be considered employees of the STATE. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees or agents and any claims made by any third party as a consequence of any act or omission on the part of these employees or agents are in no way the STATE'S obligation or responsibility.

Section 5.8. *Purchase of equipment.* The COUNTY shall obtain the STATE's approval before purchasing an information management system or any equipment to support an information management system using LCTS funds.

Section 5.9. *Ownership of equipment.* (When applicable) Disposition of all equipment purchased pursuant to this contract shall be in accordance with 45 C.F.R., part 74, subpart C. For all equipment having a unit acquisition of \$5,000.00 or more, the STATE shall have the right to require transfer of the equipment (including title) to the federal government or to an eligible non-federal party named by the STATE. This right will normally be exercised by the STATE only if the project or program for which the equipment was acquired is transferred from one COUNTY to another.

Section 5.10. *Federal audit requirements and COUNTY debarment information.*

COUNTY certifies it will comply with the Single Audit Act, 45 C.F.R., part 75 (formerly OMB Circulars including A-128 and OMB Circular A-133), as applicable. Failure to comply with these requirements could result in forfeiture of federal funds.

COUNTY DEBARMENT, SUSPENSION AND RESPONSIBILITY CERTIFICATION.

A. *State Debarment.* COUNTY certifies that neither it nor its principles is presently debarred or suspended by the STATE, or any of its departments, commissions, agencies, or political subdivisions. COUNTY'S certification is a material representation upon which the contract award was based. COUNTY shall provide immediate written notice

to the STATE'S authorized representative if at any time it learns that this certification was erroneous when submitted or becomes erroneous by reason of changed circumstances.

B. *Federal Debarment.* Federal Regulation 45 C.F.R., section 92.35 prohibits the STATE from purchasing goods or services with federal money from vendors who have been suspended or debarred by the federal government. Similarly, Minnesota Statutes, section 16C.03, subd. 2 provides the Commissioner of Administration with the authority to debar and suspend vendors who seek to contract with the STATE. Vendors may be suspended or debarred when it is determined, through a duly authorized hearing process, that they have abused the public trust in a serious manner.

By signing this contract, COUNTY certifies that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transacting business by or with any federal, state or local governmental department or agency; and
2. Have not within a three-year period preceding this Contract: a) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract; b) violated any federal or state antitrust statutes; or c) committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and
3. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity for: a) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction; b) violating any federal or state antitrust statutes; or c) committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and
4. Are not aware of any information and possess no knowledge that any subcontractor(s) that will perform work pursuant to this contract are in violation of any of the certifications set forth above.
5. Shall immediately give written notice to the State should COUNTY come under investigation for allegations of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing; a public (federal, state or local government) transaction; violating any federal or state antitrust statutes; or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.

Section 5.11. *Data privacy.* It is expressly agreed that the COUNTY shall abide by all applicable state and federal laws and regulations concerning the handling and disclosure of private and confidential data on individuals or other data made not public by such laws or regulations that may arise from the performance of this grant contract. Data privacy and

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security by COUNTY under this contract shall be governed by the “Information Privacy and Security Agreement (IPSA)” that the COUNTY and the STATE executed in 2015 that is on file at STATE, as well as any current or future amendments to that document. COUNTY agrees to require its collaborative members to comply with data privacy and security obligations that are substantially similar to and that do not conflict with the IPSA.

It is expressly agreed that the COUNTY, COUNTY’s subcontractors, agencies participating in the LCTS, and other collaborative members are not members of or included within the welfare system for purposes of the Minnesota Government Data Practices Act solely as a result of this contract.

Section 5.12. *Contract Complete.* This contract contains all negotiations and agreements between the STATE and the COUNTY. No other understanding regarding this grant contract, whether written or oral may be used to bind either party.

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Signature Page Follows

Contract # ONK%122765-W
HC# A177442

Contract # ONK%122765-W
HC# A177442

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed intending to be bound thereby.

APPROVED:

**1. COUNTY – HENNEPIN COUNTY
HUMAN SERVICES AND
PUBLIC HEALTH DEPARTMENT**

**2. MINNESOTA DEPARTMENT
OF HUMAN SERVICES**

By: See next page

By: Martin L. Camacho

Title: _____
Date: _____

Title: Director,
Financial Operations Division
Date: 9-25-17

I certify that the signatories for the COUNTY have the lawful authority to bind the COUNTY to the terms of this contract.

By: See next page
County Attorney

Date: _____

**HENNEPIN COUNTY BOARD AUTHORIZATION
RECEIVABLE AGREEMENT**

Reviewed for COUNTY by the County
Attorney's Office

[Signature]
Date: 6/28/17

COUNTY OF HENNEPIN
STATE OF MINNESOTA

By: *[Signature]*
Chair of Its County Board

ATTEST: *[Signature]*
Deputy Clerk of County Board

Date: 9.15.17

By: *[Signature]*
Director/Deputy/County Administrator

Date: 9-13-2017

**AMENDED BYLAWS
OF
HENNEPIN SOUTH SERVICES COLLABORATIVE**

ARTICLE I – NAME, PURPOSE

Section 1.1. **Name.** The name of the organization shall be Hennepin South Services Collaborative (“HSSC”).

Section 1.2. **Purpose.** HSSC shall operate as the family services collaborative for the geographic area encompassing the Bloomington, Eden Prairie and Richfield, Minnesota school districts. HSSC is organized exclusively for charitable, scientific, and educational purposes, specifically, to establish and operate a family services collaborative, as authorized by Minnesota Statutes, section 124D.23, for the purposes of monitoring and addressing human services needs and providing coordinated family services; and

Section 1.3. **No Pecuniary Gain.** HSSC shall not be used or operated for the pecuniary gain, directly or indirectly, of any Member or Representative of HSSC’s Governing Board (“Board”). HSSC shall not participate or intervene in a political campaign on behalf of any candidate for public office.

ARTICLE II – MEMBERSHIP

Section 2.1. **Membership.** Membership shall consist only of the members of the Governing Board.

Section 2.2. **Mandatory Members.** The mandatory partners identified in the HSSC Collaborative Agreement, dated August 7, 2013, and as hereafter amended, shall assure that the following representatives are appointed to the HSSC Governing Board:

- 1) One representative from Hennepin County Human Services and Public Health Department;
- 2) One representative each from the Bloomington, Eden Prairie and Richfield School Districts;
- 3) One representative from a local community public health department;
- 4) One representative from the local community action agency or a local HeadStart program;
- 5) One representative appointed by the fiscal agent.

Each partner shall designate its representative, and shall notify HSSC of the person who will represent that mandatory partner.

Section 2.3. **Discretionary Members.** Up to six (6) Discretionary Members shall be appointed by the Mandatory Members. Once appointed, Discretionary Members have the same voting rights as Mandatory Members. Discretionary Members may be selected from other local providers, counties, public health entities, municipalities, public libraries, existing culturally specific community organizations, tribal entities, local health organizations, private and nonprofit service providers, child care providers, local foundations, community-based service groups, businesses, local transit authorities or other transportation providers, senior citizen volunteer organizations, parent organizations, parents, and sectarian organizations that provide nonsectarian services.

Section 2.4. **Conflict of Interest Statements.** Annually, by February 1st of each year, members of the Governing Board shall file a Conflict of Interest statement, detailing any conflicts they may have while serving on the Board. Board members shall have a continuing obligation to notify the Board of any conflicts as they arise.

ARTICLE III – GOVERNING BOARD

Section 3.1. **Role, Size, and Compensation.** The Board is responsible for overall policy and direction of HSSC. The Board shall have no fewer than six members. Employees and independent contractors of HSSC shall not serve as directors. Directors shall receive no compensation other than reasonable expenses.

Section 3.2. **Powers of the Board.** The general management of the affairs of HSSC shall be vested in the Governing Board. In addition to these general powers, the Board shall have the following specific powers:

- A. To appoint a Coordinator, either through hire or as an independent contractor to oversee the administration and management of HSSC;
- B. To approve major personnel, organizational, fiscal, and program policies;
- C. To approve all program proposals and budgets;
- D. To approve all Integrated Fund Spending, including Local Collaborative Time Study (“LCTS”) spending;
- E. To monitor compliance with all conditions of grants received or awarded;
- F. To determine rules and procedures for the Board;
- G. To select the officers of the Board; and
- H. To act as the family services collaborative, including all functions and responsibilities as provided in Minnesota Statutes, section 124D.23 (2010).

The Mandatory Members shall appoint Discretionary Members as soon as is practicable; until such time as Discretionary Members are seated, the Mandatory Members shall have the authority and power to act as the Governing Board.

No Board member other than the Chair shall issue a direct order or instruction to a member of the staff or to independent contractors hired by HSSC, except when authorized by the Board.

Section 3.3. **Meetings.** The Board shall meet at least quarterly each year, at an agreed upon time and place.

Section 3.4. **Terms and Seating of Representatives.**

Section 3.4.1. **Mandatory Members.** Mandatory Members shall at all times retain a seat on the HSSC Governing Board. Mandatory Members shall notify HSSC of their representatives, and shall have discretion to change representatives with written notice to the Chair and Coordinator.

Section 3.4.2. **Discretionary Members.** Discretionary Members shall serve two (2) year terms, but are eligible for reappointment by Mandatory Members for four (4) consecutive terms. Notwithstanding any provisions to the contrary, upon approval of these Bylaws, half of the Discretionary Members appointed shall serve a one (1) year term, and half will serve a two (2) year term, in order to stagger future appointments or elections of Discretionary Members. If the Discretionary Member is an organization, that organization shall be responsible for selecting its representative.

Section 3.5. **Quorum.** A quorum must be attended by that number of Board members that is equal to two-thirds of the Mandatory Board members and one-half of the Discretionary Board members before business can be transacted or motions made or passed. A quorum is required for all matters coming to a vote.

Section 3.6. **Voting.** Each director shall have one (1) vote. Unless stated otherwise in these Bylaws, the affirmative vote of a majority of the directors present at a duly held meeting shall be sufficient for any action.

Section 3.7. **Proxy Voting.** Proxy voting by members is allowed. In the absence of a director, the designated alternate for that director may vote.

Section 3.8. **Notice.** Written notice of all Board meetings shall be provided at least five (5) business days before the meeting notice may be provided electronically.

Section 3.9. **Waiver of Notice.** A director may waive notice of a Board meeting. A waiver of notice by a director entitled to notice is effective whether given before, at or after the meeting, and whether given in writing, orally or by attendance. Attendance by a director at a meeting is a waiver of notice of that meeting, unless the director objects at the beginning of the meeting to the transaction of business because the meeting was not lawfully called or convened and does not thereafter participate in the meeting.

Section 3.10. **Resignation or Termination.** Resignation or termination from the Governing Board must be in writing and received by the Chair.

Section 3.11. **Special Meetings.** Special meetings of the Board shall be called upon the request of the Chair or one-third of the Governing Board. Notices of special meetings shall be sent out at least three (3) business days in advance of the meeting, and shall include the purpose(s) for such a meeting. Notices of special meetings must be in compliance with open meeting law requirements.

Section 3.12. **Open Meetings.** All regular, special, and committee meetings of HSSC shall be preceded by proper public notice and shall be conducted in accordance with Robert's Rules of Order Minnesota Statutes, Chapter 13D (Open Meeting law).

ARTICLE IV – COMMITTEES

Section 4.1. **Creation of Committees; Standing Committees.** The Board may create committees as needed. The Chair appoints all Committee chairs. If the Board votes to create an Executive and/or Finance Committee, they shall be organized in accordance with sections 4.1.1 and 4.1.2, respectively.

Section 4.1.1. **Executive Committee.** The Executive Committee shall be comprised of the Chair and at least two other board members. The Coordinator shall participate in meetings in a non-voting capacity. Except for the power to amend the Articles of Incorporation and Bylaws, the Executive Committee shall have all of the powers and authority of the Board, subject to the direction and control of the Board. The Executive Committee shall act on behalf of HSSC on those occasions when the full Board is not meeting, or as otherwise appropriate. The executive committee is subject to limitations, as established by the Board, requiring a vote of the full Board.

Section 4.1.2. **Finance Committee.** The Chair shall appoint a board member as the Chair of the Finance Committee, which, at a minimum, shall include a representative of the fiscal agent and two (2) other board members. The Finance Committee is responsible for developing and reviewing fiscal procedures, a fundraising plan, grant proposals, and annual budget with staff and other board members. The full Board must approve the budget and all expenditures must be within the budget. The Board or the Executive Committee must approve any major change in the budget. If the Executive Committee makes a change to the budget, that change shall be reported and approved by the Board at its next regularly scheduled meeting.

ARTICLE V – OFFICERS

Section 5.1. **Officers.** There shall be one (1) officer of the Board, consisting of a Chair. Other officers may be appointed and elected by the Board at its discretion. Officers shall receive no compensation for their services, except for reimbursement of reasonable and appropriate expenses. Officers may be removed, with or without cause, by the affirmative vote of a majority of the directors present at a duly held meeting of the

Board, for which notice stating such purpose has been given. A vacancy in an office because of death, resignation, or removal may be filled by the Board.

Section 5.2. **Chair.** The Chair shall preside at all meetings of the Board at which s/he is present. The Chair shall sign all official documents of HSSC as authorized by the Board and not otherwise delegated to the or Coordinator, shall make reports to the Board, and shall perform such other duties as are incidental to the office and are properly expected of the position by the Board, including serving as the Chair of the Executive Committee. The Chair shall assure that the following functions are carried out:

- (a) give notice of all meetings of the Board, and of all committees;
- (b) keep written minutes of meetings, including a record of votes on all motions;

If the Chair is unable for any reason to carry out his or her duties, the Coordinator shall perform the duties of the Chair until such time as the Board appoints a new Chair. In these circumstances, the Coordinator shall call a special meeting of the Board as soon as practicable.

ARTICLE VI – COORDINATOR

Section 6.1. **Appointment of Coordinator.** The Coordinator shall serve at the pleasure of the Board, or pursuant to an independent contractor agreement between the Coordinator and the Board, for such compensation as the Board may determine.

Section 6.2. **Duties of Coordinator.** The Coordinator shall be responsible for the day-to-day operations of HSSC. The Coordinator shall compile and submit to the Board such reports, analyses, statistics, plans, and other information as may be required of the Coordinator from time to time, and shall assist in the preparation of the annual budget. The Coordinator shall submit to the Board a written report covering the operations of the Agency for the previous fiscal year. The Coordinator, working closely with the fiscal agent, shall be responsible for assuring appropriate records and documents are maintained by HSSC, including meeting minutes, reports and financial records.

Section 6.3. **Dismissal of Coordinator.** The Coordinator will be notified at least ten days in advance of any Board meeting to consider contract or employment termination, as applicable. The Coordinator will have the right to address the Board at such meeting, prior to any vote on termination, unless expressly otherwise expressly agreed pursuant to contract. Dismissal may be with or without cause; any contract termination

will be in accordance with the terms set out in the agreement. A majority vote of the Board members will be required for dismissal or contract termination.

ARTICLE VII – FINANCES

Section 7.1. **Fiscal Year.** The fiscal year of HSSC shall be from January 1 through December 31.

Section 7.2. **Fiscal Agent.** HSSC shall enter into an agreement with a governmental entity, to serve as fiscal agent for all Local Collaborative Time Study (“LCTS”) funds, and shall require the fiscal agent to maintain an Integrated Fund on behalf of HSSC. The Governing Board shall at all times retain oversight responsibility for LCTS and Integrated Funds. The fiscal agent shall use generally accepted accounting and auditing principles when managing HSSC financial activities. The fiscal agent shall prepare and deliver reports on revenues and expenditures as needed or required by HSSC. The fiscal agent shall authorize all notes, checks, drafts, contracts and other instruments executed on behalf of HSSC.

Section 7.3. **Reports.** Required reports shall be shared with the Board at its February meeting, showing income, expenditures, and pending income. The financial records of the organization are public information and shall be made available to the Board, the public, and all other interested persons or organizations.

Section 7.4. **Audits.** HSSC financial records shall be made part of the fiscal agent’s annual audit, in accordance with applicable legal and accounting requirements.

Section 7.5. **Property.** Any contributions, grants, or bequests of gifts made to HSSC shall be accepted or collected only as authorized by the Board. Title to all property shall be held in the name of HSSC.

ARTICLE VIII – INDEMNIFICATION AND STANDARD OF CONDUCT

Section 8.1. **Indemnification by HSSC.** To the full extent permitted by any applicable law, HSSC shall indemnify each person made or threatened to be made a party to any threatened, pending, or completed civil, criminal, administrative, arbitration, or investigative proceeding, including a proceeding by or in the right of HSSC, by reason for the former or present capacity of the person as:

- (a) a mandatory or discretionary director, officer, employee, or member of a committee of HSSC; or

- (b) a mandatory or discretionary director, officer, partner, trustee, employee, or agent of another organization or employee benefit plan, who while a director, officer, employee, or member of a committee of HSSC, is or was serving another corporation at the request of HSSC or whose duties as a director, officer, employee, or member of a committee of HSSC involve or involved such service to the other corporation, against judgments, penalties, fines (including, without limitation, excise taxes assessed against the person with respect to an employee benefit plan), settlements, and reasonable attorneys' fees and disbursements, incurred by the person in connection with the proceeding.

Indemnification provided by this section shall continue as to a person who has ceased to be a director, officer, employee, or committee member, shall inure to the benefit of the heirs, executors, and administrators of such person, and shall apply whether or not the claim against such person arises out of matters occurring before the adoption of this section.

Section 8.2. **Insurance.** HSSC may, to the full extent permitted by applicable law from time to time in effect, purchase and maintain insurance on behalf of any person who is or was a director, officer, employee, or a member of a committee of HSSC against any liability asserted against such person and incurred by such person in any such capacity.

Section 8.3. **Standard of Conduct.** All Board members shall discharge his or her duties as a member of the Governing Board in good faith, in a manner which the Board member reasonably believes to be in the best interests of HSSC, and with the care an ordinarily prudent person in a like position would exercise in similar circumstances.

ARTICLE IX – PUBLIC ACCESS TO INFORMATION

All books and records of HSSC shall be open for inspection by any individual upon ten (10) days' written request to the Governing Board Chair, provided that personnel records of staff or contractors, private or confidential records on any individual, or other information subject to the regulations of the Minnesota Data Practices Act or other laws governing the release of private or confidential data, shall not be disclosed except in accordance with such laws. Books and records must be reviewed at the fiscal agent's office during normal business hours.

ARTICLE X – DISSOLUTION

Section 10.1. Withdrawal of Mandatory Member.

10.1.1. Mandatory Board Members may withdraw from this Agreement upon 180 days written notice of intention to withdraw delivered to the other parties in the form of a certified copy of a resolution adopted by the governing body of the withdrawing party. Withdrawal shall not act to discharge any liability incurred or chargeable to any the withdrawing party before the effective date of the withdrawal.

10.1.2. If a Mandatory Member exercises its option to withdraw, the withdrawing Member shall remain liable for fiscal obligations incurred prior to the effective date of withdrawal, but shall incur no additional liability beyond the effective date of withdrawal.

Section 10.2. Withdrawal of Discretionary Member. A Discretionary Member of the Governing Board may withdraw from HSSC by presenting a letter to the HSSC Governing Body Chair of its intent to withdraw from HSSC on a specific date not less than 90 days from the delivery to the HSSC Governing Body Chair of the notice to withdraw. If a Discretionary Member exercises its option to withdraw, the withdrawing Member shall remain liable for fiscal obligations incurred prior to the effective date of withdrawal, but shall incur no additional liability beyond the effective date of withdrawal.

Section 10.3. No Refund of Contributions. Neither a withdrawing Mandatory or Discretionary Member shall be entitled to a refund of contributions made to the Integrated Fund or of other fees paid to operate HSSC.

Section 10.4. Termination. Notwithstanding Members' authority to withdraw, the Collaborative Agreement and these Bylaws shall remain in force until all Mandatory Members mutually agree to terminate this Agreement by joint resolution, or until necessitated by law or decision of a court of competent jurisdiction. After the effective date of termination, the Governing Board shall continue to exist for the limited purpose of discharging HSSC's debts and liabilities, settling its affairs and disposing of Integrated Fund assets, if any such funds remain.

Section 10.5. Disposal of Surplus Funds and Property. Upon termination of HSSC, all personal and real property held by or in the name of HSSC will be distributed by resolution of the Governing Board, in accordance with applicable law and in a manner that best reflects the purpose for which the property was received. Any surplus funds will be returned to the Members in proportion to their respective contributions, upon

settlement of all debts and liabilities and upon completion of any remaining activities of HSSC as identified at the time of termination.

ARTICLE XI – MISCELLANEOUS PROVISIONS

Section 11.1. **Amendment.** These Bylaws may be amended when necessary by a two-thirds majority of the Board. Proposed amendments must be submitted to the Chair to be sent out with regular Board meeting announcements. All amendments must conform to the Collaborative Agreement between the Mandatory Members in effect at the time the amendments are proposed.

Amended Bylaws approved by the HSSC Governing Board at its meeting on August 7, 2013.