


INDEPENDENT SCHOOL DISTRICT 271  
Bloomington, Minnesota

**REQUEST FOR SCHOOL BOARD ACTION**

DATE OF BOARD MEETING: June 24, 2019

SUBJECT: Children's Mental Health Collaborative of Hennepin County  
Governance Agreement

ORIGINATING DEPARTMENT: Academic Services

APPROVAL OF ADMINISTRATIVE CABINET MEMBER: Eric Melbye   
Assistant Superintendent

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**RESOLUTION FOR BOARD TO ADOPT:**

RESOLVED, that the School Board of Independent School District 271 approves the Governance Agreement with the following parties: Hennepin County, Minneapolis School District, Anoka-Hennepin School District, Intermediate School District 287, Independent School District 271, and St. Anthony/New Brighton School District.

**RECOMMENDATION OF SUPERINTENDENT:**

Approve.

**BACKGROUND:**

The Children's Mental Health Collaborative (CMHC) of Hennepin County is composed of leaders from county government, county school districts, parents and mental health providers who serve children in Hennepin County. The collaborative meets regularly to discuss children's mental health efforts and disperse Local Collaborative Time Study (LCTS) funds to approved applicants. The CMHC Mission Statement is to improve access to and resources for high-quality, culturally and economically supportive mental health services for infants, children, youth and families within Hennepin County through its working partnerships with Family Service Collaboratives, County and State Government, Adult Mental Health Systems, Parents, Schools, and Health Systems. The CMHC's collective vision is to ensure effective and accessible community-based mental health systems and supports for infants, children, youth and families with mental health needs. Dr. Eric Melbye has represented and continues to represent Bloomington and suburban schools on this collaborative. The Hennepin County districts participating in the collaborative have been asked to sign the agreement. The term of this Agreement begins on the date signed by the last of the Parties to sign and ends when terminated pursuant to Article VII below, or after seven (7) years, whichever is earlier.

Dr. Melbye took over for Pat Geraghty in 2010 and has served on the collaborative and the collaborative's executive governance committee for the past 9 years. Dr. Jenna Mitchler will take over Dr. Melbye's positions.

David Holman has reviewed and approved the contract. Administration recommends approval of the agreement.

**CHILDREN’S MENTAL HEALTH COLLABORATIVE OF HENNEPIN COUNTY  
GOVERNANCE AGREEMENT**

THIS AGREEMENT (the Agreement) is entered into by and among the following parties: Hennepin County, Minneapolis School District, Anoka-Hennepin School District, Intermediate School District 287, Independent School District No. 271, and St. Anthony/New Brighton School District (each individually a Party, and collectively Parties).

**PURPOSE**

- A. All Parties are members of and committed to the mission of the Hennepin County Children’s Mental Health Collaborative (the “Collaborative”) stated as follows:

*To improve access to and resources for high-quality, trauma-informed mental health services for children, youth and families within Hennepin County; and*

- B. All Parties believe that the most effective and efficient way to meet the needs of children and families living in the geographic boundaries of Hennepin County is to cooperate with other public and private organizations and to provide improved outreach and early identification across systems; and
- C. All Parties are committed to improving services through sharing information, eliminating duplication of services and coordinating efforts; and
- D. All Parties acknowledge that sharing resources, where feasible, and sharing information will result in improved coordination; and
- E. All Parties understand that certain roles in serving children and youth are required by law and that these laws shall serve as the foundation for defining the role and responsibility of each participating agency and the Collaborative.

THEREFORE, the Parties do hereby agree to the purpose set forth above and the following terms:

**ARTICLE I  
JOINT RESPONSIBILITIES**

1. Implement the purposes of a children’s mental health collaborative as specified in Minnesota Statutes Section 245.493 through Section 245.4932 and uphold the mission of the Collaborative.
2. Promote a coordinated effort among agencies and staff to achieve maximum collaboration.
3. Serve as an active participant on the Governance Commission, as described in Article II below, and in the delivery of services with the goal of increasing service quality and efficiency.

4. Develop policies and procedures, as needed, to implement this Agreement to the maximum extent possible.
5. Jointly plan and provide information and access to training opportunities, when feasible.
6. Share information as provided by the children's mental health collaborative statute, Minnesota Statute §245.493, Subd.3, Information Sharing, and if additional information is needed by the Collaborative beyond what is authorized by the statute, client consent is required.
7. Comply with the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. §1232 (g) and with the Minnesota Government Data Practices Act, Minnesota Statutes chapter 13, and applicable rules and procedures that relate to the use, security, dissemination, retention and destruction of records; and
8. Contribute to formulation of required reports to the State of Minnesota.

## ARTICLE II STRUCTURE

### 1. Structure of Collaborative

Children's mental health collaboratives are expected to have broad community representation and must agree to include the school districts and the county (including public health, social services and corrections). Accordingly, the structure of the Collaborative shall include a Governance Commission, Work Groups and may include Collaborative Networks. Core outcomes and priorities for the Collaborative will be established and subsequently revisited every year.

The Collaborative shall participate in the Local Collaborative Time Study (LCTS) under the terms and conditions agreed to with the Minnesota Department of Human Services and in accordance with an agreed-upon Memorandum of Understanding or Financing Framework governing all Family Services Collaboratives and the Collaborative.

### 2. Work Groups

Work Groups will be established and approved by the Governance Commission in accordance with the focus areas, spending and action plans identified by the Collaborative.

- A. The Chair of each Work Group will be appointed by the Chair of the Governance Commission.
- B. The Work Group chairperson shall have specific skills and expertise in the content area of the Work Group.

C. Work Groups will:

- 1) Identify gaps in and barriers to services related to their particular focus area(s);
- 2) Provide leadership in the area of program and budget recommendations annually to the Governance Commission for collaborative initiatives and or systems change; and
- 3) Ensure that all collaborations reflect the intent of the Local Collaborative Time Study (LCTS) legislation and align with the State Outcomes.

3. Collaborative Networks

- A. Collaborative Networks are collaborations established by the Governance Commission, or requested to be established by a provider or community entity or a partner of the Collaborative, that brings together a broad and diverse group of partners, across agencies and jurisdictions, to focus on an identified need in the community.

4. Governance Commission

The Governance Commission refers to that body named the Children's Mental Health Collaborative Governance Commission established by action of the Parties, and governed by the Bylaws of the Governance Commission. The Governance Commission will ensure adherence with the rules, requirements and laws pertaining to the operation of a children's mental health collaborative as defined in Minnesota statutes. Duties of the Governance Commission will include, but not be limited to:

- A. Review the composition of the membership of the Work Groups and the role they play in the Collaborative and recommend changes when necessary;
- B. Establish criteria for the expenditure of Collaborative funds, including identification of community priorities and needed system changes that will benefit families and children;
- C. Initiate spending plans, based on proposals generated by the Governance Commission or received from other sources;
- D. Receive, review, and request revision, when determined necessary, of budget and program recommendations from the Work Groups;
- E. Approve Collaborative spending plans and proposed or recommended expenditures, including those presented by the Work Groups and those initiated by the Governance Commission itself;
- F. Designate the legal entity or entities that will administer (become the local fiscal agent/s for) all or specific portions of the spending plan. The Collaborative acknowledges

Hennepin County's role as over-all fiscal agent for the Local Collaborative Time Study (LCTS), under Minnesota Statutes Section 256F.13;

- G. Forward approved spending plans to the board of the designated local collaborative fiscal agent/s for implementation of its portion of the plan;
- H. Monitor outcomes from Collaborative activities and spending, and submit reports as necessary and appropriate regarding the above responsibilities;
- I. Designate a Collaborative partner agency or agencies to act as local fiscal and personnel agent for any employee or contractors deemed necessary to accomplish the duties and responsibilities of the Collaborative and Governance Commission. Such person(s) may be employed on a full or part-time basis or on a consulting or contractual arrangement with the fiscal agent, subject to the approval of the Governance Commission and designated fiscal agent. Selection of, and ongoing supervision of, such employee(s) will be performed by the Governance Commission or a designated committee of the Commission, subject to the rules and personnel policies and practices of the designated fiscal agent.

5. Role of the Local Fiscal Agent's Governing Board

- A. The governing board of the partner agency or agencies acting as local collaborative fiscal agent(s), designated by the Governance Commission to manage expenditures, is authorized to disburse Collaborative funds held on behalf of the Commission.
- B. With regard to the aforementioned disbursement of funds, the designated board shall be authorized to accept the spending plan as submitted and authorize disbursement of funds accordingly. Consistent with the roles of the various bodies described in this Agreement, acknowledging the responsibilities and liabilities accompanying the disbursement of Collaborative funds and for the protection of all Parties, it is agreed that the designated board is the duly designated authority for the disbursement of funds.
- C. Notwithstanding the preceding provisions of this Article II.4, the designated board may authorize the disbursement of the Collaborative's funds only upon the recommendation of the Governance Commission.

ARTICLE III  
FINANCES

1. Local Collaborative Fiscal Agent.

The local collaborative fiscal agent(s) designated by the Governance Commission shall administer the integrated fund described in Article III.2 below.

The fiscal agent agrees to:

- A. Receive and report on all revenues received, including all interest earned;

- B. Disburse monies as authorized by the Governance Commission and the governing board of the fiscal agent;
- C. Establish reimbursement timelines and procedures;
- D. Provide quarterly and annual reporting;
- E. Follow generally accepted business accounting practices;
- F. Monitor baseline expenditures and maintenance of effort; and
- G. Report and adhere to non-supplanting guidelines as established by the State of Minnesota.

2. Integrated Fund.

The Parties agree to participate in the LCTS, under the terms and conditions agreed to in the contract between the Minnesota Department of Human Services, the Children’s Mental Health Collaborative and Hennepin County.

The Parties agree to maintain a minimum contribution of at least Five Hundred Dollars (\$500.00) in cash, or in resources of an equivalent amount in value, as permitted by the State of Minnesota to an integrated fund (the Integrated Fund), which is a pool of resources, cash and in-kind, put together by the Collaborative’s mandated parties in compliance with Minnesota Statutes §245.491 through 245.495.

The Collaborative agrees to coordinate services, avoiding duplication and overlapping services. The Integrated Fund exists to maximize funding in the coordination of services, including but not limited to federal funding.

The Collaborative shall report to the Minnesota Department of Human Services on all sources of financial resources included in the Integrated Fund, including in-kind contributions.

ARTICLE IV  
LIABILITY

Each Party shall be responsible for its own acts and omissions and the results thereof, to the extent provided by law, and each Party’s liability shall be governed by the terms of Minnesota Statutes Chapter 466 (to the extent such party is a “municipality” as defined by Chapter 466) and other applicable law.

ARTICLE V  
TIME PERIOD OF AGREEMENT

The term of this Agreement begins on the date signed by the last of the Parties to sign and ends when terminated pursuant to Article VII below, or after seven (7) years, whichever is earlier.

ARTICLE VI  
AMENDMENTS OR MODIFICATIONS TO THE AGREEMENT

This Agreement may be amended or modified only by the unanimous agreement of the Parties. Notice of any proposed amendment or modification must be provided in writing to all Parties at least thirty days in advance of the Governance Commission meeting prior to the effective date of the proposed amendment/modification.

ARTICLE VII  
WITHDRAWAL AND TERMINATION

1. Any Party may withdraw from this Agreement by passage of a resolution by that Party's governing board declaring its intent to withdraw on a specific date, which date shall not be less than 180 days from the receipt of that resolution by the Governance Commission. However, nothing in this Agreement shall obligate any of the Parties in a manner contrary to Minnesota Statute Section 471.59, subd.3.
2. Where a Party exercises its option to withdraw, the withdrawing Party shall remain liable for fiscal obligations incurred by the Collaborative and the Governance Commission prior to the effective date of withdrawal. Except as provided in subsection 4 below, or with respect to risk of loss upon disallowance as defined in the Local Collaborative Time Study (LCTS) Sub-agreements between Hennepin County and entities participating in the LCTS program, a withdrawing Party shall incur no additional fiscal liability beyond the effective date of withdrawal and shall have no obligation to make payments out of its own funds.
3. The withdrawing Party shall not be entitled to a refund of contributions made to the Integrated Fund or other fees paid to operate the Collaborative.
4. Notwithstanding Parties' authority to withdraw, this Agreement and the Governance Commission and Work Groups created thereby shall continue in force until all 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 Governance Commission shall continue to exist for the limited purpose of discharging the Collaborative's debts and liabilities, settling its affairs, and disposing of integrated funds and other assets, if any.

5. In the event of insufficient funds to discharge the Collaborative's debts and liabilities, the respective Parties' responsibilities toward that discharge will be determined by mutual and unanimous agreement among all Parties to this Agreement. If the Parties fail to reach such mutual and unanimous agreement, the matter will be resolved according to Article VIII of this Agreement.

#### ARTICLE VIII DISPUTE RESOLUTION

In the event of a disagreement between two or more Parties to this Agreement, the grieving 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 communications.
2. Step Two: The grieving Parties will notify members of the Governance Commission in writing of the nature of the dispute and request that the Chair of the Governance Commission arrange to have the dispute heard before a subcommittee of the Governance Commission appointed for that purpose; provided that, the grieving Parties, if both (or all) agree, may request that they move directly to Step Three.
3. Step Three: The grieving Parties will submit the dispute to mediation by a neutral third party selected by mutual agreement. The cost of mediation shall be equally distributed among grieving parties.
4. Step Four: The grieving Parties will submit the dispute to binding arbitration by a third party selected by mutual agreement. The cost of arbitration shall be equally distributed among grieving Parties.
5. Step Five: Upon resolution of the Dispute, a joint communication will be issued to the members of the Governance Commission and all affected Parties.

#### ARTICLE IX DISPOSAL OF SURPLUS FUNDS AND PROPERTIES

Upon termination of this Agreement, all personal and real property held by or in the name of the Collaborative shall be distributed by resolution of the Governance Commission in accordance with law and in a manner to best accomplish the continuing purposes of the Collaborative.



ARTICLE X  
SEVERABILITY

The provisions of this Agreement are severable. If any section, paragraph, subdivision, sentence, clause, or phrase of this Agreement is held to be contrary to law, rule, or regulation having the force and effect of law, such decisions shall not affect the remaining portions of this Agreement.

ARTICLE XI  
ACCESS TO FINANCIAL RECORDS

Each Party agrees to make its financial records pertaining to its performance under this Agreement available to each other Party and to keep such documentation for a period of time no less than three years following termination of this Agreement unless such period of time is extended by majority vote of the Parties of this Agreement.

ARTICLE XII  
OTHER INTERAGENCY AGREEMENTS

All Parties to this Agreement acknowledge that this Agreement does not preclude or preempt any of the Parties to this Agreement from entering into an agreement with one or more of the other Parties hereto or other parties outside this Agreement provided that no provision of any such agreement shall conflict with any provision of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates indicated by their respective signatures.

Each Party hereto has read, agreed to and executed this Agreement on the date indicated. This Agreement may be executed in any number of counterparts, each counterpart for all purposes being deemed an original and all such counterparts shall together constitute one and the same agreement.

HENNEPIN COUNTY

By \_\_\_\_\_

\_\_\_\_\_ Date

Its \_\_\_\_\_

Each Party hereto has read, agreed to and executed this Agreement on the date indicated. This Agreement may be executed in any number of counterparts, each counterpart for all purposes being deemed an original and all such counterparts shall together constitute one and the same agreement.

MINNEAPOLIS SCHOOL DISTRICT

By \_\_\_\_\_

\_\_\_\_\_ Date

Its \_\_\_\_\_

Each Party hereto has read, agreed to and executed this Agreement on the date indicated. This Agreement may be executed in any number of counterparts, each counterpart for all purposes being deemed an original and all such counterparts shall together constitute one and the same agreement.

ANOKA-HENNEPIN SCHOOL DISTRICT

By \_\_\_\_\_

\_\_\_\_\_ Date

Its \_\_\_\_\_

Each Party hereto has read, agreed to and executed this Agreement on the date indicated. This Agreement may be executed in any number of counterparts, each counterpart for all purposes being deemed an original and all such counterparts shall together constitute one and the same agreement.

INTERMEDIATE SCHOOL DISTRICT 287

By \_\_\_\_\_

\_\_\_\_\_ Date

Its \_\_\_\_\_

Each Party hereto has read, agreed to and executed this Agreement on the date indicated. This Agreement may be executed in any number of counterparts, each counterpart for all purposes being deemed an original and all such counterparts shall together constitute one and the same agreement.

Independent School District No. 271

By \_\_\_\_\_

\_\_\_\_\_ Date

Its \_\_\_\_\_

Each Party hereto has read, agreed to and executed this Agreement on the date indicated. This Agreement may be executed in any number of counterparts, each counterpart for all purposes being deemed an original and all such counterparts shall together constitute one and the same agreement.

ST. ANTHONY/NEW BRIGHTON SCHOOL DISTRICT

By \_\_\_\_\_

\_\_\_\_\_ Date

Its \_\_\_\_\_