

**CHILDREN’S MENTAL HEALTH COLLABORATIVE AND  
COORDINATING COUNCIL OF RAMSEY COUNTY  
INTERAGENCY AGREEMENT**

WHEREAS, to be effective in helping children with an emotional or severe emotional disturbance fulfill their potential, it is necessary for all components of the local system of care to work together; and

WHEREAS, the signatories to this Agreement are committed to providing culturally appropriate programs and service to children and families and to preventing children from developing more severe disabilities; and

WHEREAS, the signatories (hereafter known as “member agencies”) desire that a Children’s Mental Health Collaborative and related Coordinating Council be created, its mission being to foster communication, cooperation, collaboration, long range planning and vision building among parents and agencies serving children with an emotional disturbance or severe emotional disturbance; and

WHEREAS, Minnesota Statutes §245.491 to 245.496 encourages creation of a Children’s Mental Health Collaborative and provides a framework around which such a collaborative may be created, and Minnesota Statutes §245.4875 and 245.4876 creates a Local Coordinating Council to facilitate the building of a coordinated service system for families and children affected by emotional disturbance or severe emotional disturbance;

NOW, THEREFORE, in consideration of the foregoing, all undersigned parties do hereby establish a children’s mental health collaborative pursuant to Minnesota Statutes §245.491-496, to be known as the RAMSEY County Children’s Mental Health Collaborative (hereafter known as the “Collaboration”).

**SECTION I. PURPOSE**

The purpose of the Ramsey County Children’s Mental Health Collaborative shall be to provide advice to member agencies and to coordinate and develop mental health services for children, adolescents and their families, including working toward the development of a local system of care in Ramsey County which can achieve the following goals:

- \*\* Successfully sustain / support a child with complex mental health needs in achieving his/her maximum level of functioning.
- \*\* Create an integrated service system for the target population.
- \*\* Provide cost effectiveness/cost containment through implementation of an integrated service system.
- \*\* Strengthen community-based services and nonresidential alternatives.
- \*\* Increase system capacity for prevention and early identification / intervention.
- \*\* Increase access and provide culturally appropriate programs and services.

- \*\* Provide an important decision-making role for parents in the planning of services for their own children; and encourage active parent participation in decision-making and on working committees.

## **SECTION II. MEMBERSHIP**

- A. The Collaborative shall be initially composed of the signatories to this agreement.

After initial formation of the Collaborative, entities not signatories to this Agreement may request membership to the Collaborative. Entities requesting membership in the Ramsey County Collaborative must (a) represent a service component in the Ramsey County system of care for children with emotional disorders and their families; (b) support the purpose of the Collaborative; (c) provide a signatory with appropriate authority; (d) carry out the identified responsibilities and pledge a contribution to the Integrated Fund as explained in Section IV; point 8.

The decision to accept an agency for membership will be made by the general membership of the Collaborative.

- B. Any member agency of the Collaborative may withdraw its membership at any time with advance 30 days written notice to the Collaborative. Any financial contribution made to the Integrated Fund by a withdrawing agency will not be refunded.
- C. Each member agency of the Collaborative will designate one official representative to the Collaborative.

## **SECTION III. AUTHORITY**

The Collaborative may:

1. Submit grant applications on behalf of the Collaborative including program service and budget proposals.
2. Receive and administer grants through the fiscal agent.
3. Conduct and prioritize community needs assessment.
4. Direct the use of funds received by the Collaborative to help children and adolescents with an emotional disturbance or severe emotional disturbance and their families.
5. Fulfill the statutory duties of the Children's Mental Health Local Coordinating Council.
6. Act in an advisory capacity to its member agencies regarding the planning, programming, evaluation and provision of services.

## **SECTION IV. RESPONSIBILITIES OF THE COLLABORATIVE (MEMBER AGENCIES)**

- A. All MEMBER AGENCIES of the Collaborative agree to:
1. Promote a collaborative effort among agencies and staff to achieve culturally appropriate service delivery with the goal of increasing service effectiveness and efficiency.

2. Participate in interagency planning meetings, as appropriate. To the extent permitted by law, all member agencies agree to information sharing in a timely manner for purposes of coordinated assessment, treatment planning and implementation of services and individualized care plans.
3. Assign staff, as appropriate, to participate in Child and Family Care Team staffings and other information-sharing activities to assess and develop plans for children and their families.
4. Jointly plan and provide information and access to training opportunities, when feasible.
5. Develop internal policies and cooperative procedures, as needed, to implement this Agreement.
6. Comply with the Minnesota Data Practices Act (Minnesota Statutes, Chapter 13) 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 otherwise exempt as provided by law.
7. Comply with all applicable Statutes relative to the services to be performed by the member agency for the Collaborative.
8. Commit a portion of either funds or service from each agency to the collaborative Integrated Fund by July 1 of each year with financial payment to be received by October 1<sup>st</sup> of that year. These funds or services will come under the control of the Collaborative structure and decision-making process. Once funds are committed, they are non-refundable.
9. As per Minnesota Statute §16B.06, Subdivision 4 (Access to Books and Records), each member agency will agree to make its agency's books and records relating to its performance under this Agreement available to each other agency, and to keep such documentation for three years following termination of this Agreement.
10. Review and ratify the annual budgets, plans and grant applications developed by the Collaborative.
11. To the extent permitted by law, provide outcome and evaluation data as requested by the Collaborative.
12. Each member agency shall indemnify and hold harmless the other member agencies against any loss, damage, liability, claim or expense resulting from injury or death to any person or from damage to any property arising out of such member agency's participation as a member of the collaborative or the performance of services in connection with this Agreement. To the fullest extent permitted by law, each member agency shall only be responsible for any loss, damage, liability, claim or expense to the extent that it is alleged or established that such loss, damage, liability, claim or expense was occasioned by the negligence or willful misconduct of such member agency or its employees or

agents. Each member agency agrees to provide and maintain at all times during which it is a member agency of the Collaborative, general liability insurance with such carriers, and such amounts and with such deductibles as would otherwise be required under a contract for services with Ramsey County, provided, however, that in lieu of providing the general liability insurance coverage provided above, each member agency shall have the right to self-insure the exposures that would otherwise be covered by such insurance, provided that the member agency shall provide each other member agency with the same rights and protections under its self-insurance program as they would otherwise have as an additional insured had if the member agency had maintained the general liability coverage set forth above. No party to which M.S. Chapter 466 applies waives the protections or limits of liability set forth therein.

13. Each member agency agrees to promote a violence-free work environment.
14. Each member agency, if eligible to participate, agrees to comply with the terms of the Ramsey County Collaborative Local Collaborative Time Study (LCTS) Agreement, and the contract between Ramsey County Human Services and the State of Minnesota regarding the LCTS.
15. Each member agency shall have and retain the sole authority over the selection and supervision of its respective staff.

B. ADDITIONAL RESPONSIBILITIES OF RAMSEY COUNTY pursuant to Minnesota Statute 245.4932, Subdivision 1 includes:

1. Accept responsibility as the designated fiscal agency for reporting, claiming and receiving payments, and will expend monies as directed by the Collaborative.
2. Develop and maintain an accounting and financial management system to support all claims for federal reimbursement, including a clear audit trail.
3. Provide technical assistance and resource personnel as provided through contracts and other agreements.

## **SECTION V. GOVERNANCE**

A. General Membership Meeting:

The general membership meeting (“Committee of the Whole”) is the formal decision making body for the Collaborative. The general membership may delegate authority to specific committees.

B. Steering Committee:

The Collaborative will have a steering committee which will consist of one representative from each committee delegated authority by the general membership. The steering committee must include at least one representative each from Ramsey County, mental health/social service providers, education, and one parent of a child with severe emotional disturbance. If the required representations not available from among the

working committees, then the Collaborative will appoint additional members to the steering committee to meet this requirement.

C. Working Committees:

Working committees shall be developed as needed and agreed upon by the general membership, and will report to the general membership.

D. Operating Procedures:

The Committee of the Whole may establish from time to time rules of procedure governing internal matters such as meeting schedules, notices, quorums, voting and rules of order, and such other policies and rules as it may deem advisable and which are not consistent with this Agreement or applicable to law.

E. Relationship of Member Agencies:

The relationship between the member agencies is that of independent entities contracting with each other solely for the purpose of affecting the provisions of this Agreement. None of the member agencies, not any of its respective officers, directors or employees, shall be construed to be an agent, employer or representative of the other. Further, this Agreement shall not be construed to create a partnership, joint venture or like relationship between the parties hereto. The member agencies expressly deny any partnership or joint venture relationship and agree that nothing herein shall be construed as creating a legal entity by virtue of membership in the Collaborative.

## **SECTION VI. AGREEMENT MODIFICATION**

Modification of this Agreement shall be made only by the consent of all member agencies. Modifications shall be made with the same formalities as were followed in this Agreement and shall include a written document setting forth the modifications and signed by all member agencies as amended.

## **SECTION VII. OTHER INTERAGENCY AGREEMENTS**

All member agencies of this Agreement acknowledge that this Agreement does not preclude or pre-empt each of the member agencies from individually entering into an agreement with one or more member agencies to this agreement or other parties outside of this Agreement. Such agreements shall not nullify the force and effect of this Agreement.

## **SECTION VIII. TERMS OF AGREEMENT**

This Agreement shall be in effect as of the date the Agreement is signed by at a minimum membership of one county, one school district or special education cooperative, and one mental health entity, as required in Minnesota Statutes §245.493. The Agreement shall continue in effect unless otherwise modified in writing. All member agencies are bound to this Agreement when signing or when the requirement for minimum agency signature is met, whichever is later.

Any member agency of the Collaborative may withdraw their membership at any time with advance 30 day written notice to the Collaborative, and will then no longer be considered a member agency.

**SECTION IX. DISPOSAL OF SURPLUS FUNDS AND PROPERTY AT TERMINATION**

All property, real and personal, held by or in the name of the Collaborative at the time of termination, shall be distributed by resolution of the Steering Committee in accordance with law and in a manner deemed appropriate to best accomplish the states purpose of the Collaborative.

CHILDREN'S MENTAL HEALTH  
COLLABORATIVE AND  
COORDINATING COUNCIL OF  
RAMSEY COUNTY INTERAGENCY  
AGREEMENT

SIGNATURES OF LEGALLY  
RESPONSIBLE PARTIES TO THIS  
AGREEMENT:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name

\_\_\_\_\_  
Position

\_\_\_\_\_  
Agency