

RAMSEY COUNTY CHILDREN'S MENTAL HEALTH COLLABORATIVE
AMENDED AND RESTATED JOINT POWERS AGREEMENT

THIS AMENDED AND RESTATED JOINT POWERS AGREEMENT (this "Agreement") is made on this ____ day of _____, 2018 (the "Effective Date"), by and between Ramsey County, a body corporate and politic in the State of Minnesota, through its Social Services, Public Health, and Community Corrections Departments (the "County"); Independent School District No. 625, St. Paul Public Schools, a body corporate and politic in the State of Minnesota ("St. Paul School District"); Northeast Metro Intermediate School District No. 916, a body corporate and politic in the State of Minnesota ("916 School District"); Independent School District No. 621, Mounds View Public Schools, a body corporate and politic in the State of Minnesota ("Mounds View School District"); Independent School District No. 622 North St. Paul-Maplewood-Oakdale, a body corporate and politic in the State of Minnesota ("North St. Paul School District"); Independent School District No. 623, Roseville Area Schools, a body corporate and politic in the State of Minnesota ("Roseville School District"); Independent School District No. 624, White Bear Lake Area Schools, a body corporate and politic in the State of Minnesota ("White Bear School District"); and Minnesota Association for Children's Mental Health, a nonprofit corporation in the State of Minnesota ("MACMH. ") The parties to this Agreement are collectively referred to as the "Parties" in this Agreement.

WHEREAS, the Parties to this Agreement are committed to the vision that Ramsey County youth will have the strengths, skills, relationships, support, and opportunities that they need to experience mental health and wellbeing;

WHEREAS, youth with (or at risk for) Emotional Disturbance (ED) or Serious Emotional Disturbance (SED) and their families often have complex needs and move between systems or are served by multiple systems at the same time;

WHEREAS, to effectively address the complex, multisystem needs of youth with (or at risk for) Emotional Disturbance (ED) or Serious Emotional Disturbance (SED) it is necessary to engage systems and families to 1) identify needs, 2) develop and sustain an integrated and coordinated service delivery system (system of care) that cuts across traditional system boundaries, and 3) ensure that services and supports are: accessible, consumer-directed, culturally responsive and linguistically appropriate, data-driven, individualized, strength-based, trauma-informed, and wellbeing- focused;

WHEREAS, Minnesota Statutes Sections 245.491 to 245.496, "The Children's Mental Health Integrated Fund," encourages creation of a "local children's mental health collaborative" and provides a framework around which such a collaborative may be created;

WHEREAS, Minnesota Statutes Section 471.59, subdivision 11 (c) provides that counties, school districts, and mental health entities may establish a joint powers board to establish and govern a local children's mental health collaborative;

WHEREAS, a local children's mental health collaborative was established by interagency agreement between Ramsey County, all of the school districts in Ramsey County, and other agencies in 1997;

WHEREAS, the collaborative was restructured in 2010 and a joint powers entity named the “Ramsey County Children’s Mental Health Collaborative” (the “RCCMHC”) was established by and between Ramsey County and St. Paul Public Schools;

WHEREAS, the parties desire that the RCCMHC be expanded to include the suburban Ramsey County school districts as members of the RCCMHC while continuing in the RCCMHC’s mission to work across systems and with families to meet the complex needs of youth with or at risk for ED or SED;

WHEREAS, the parties to this Agreement want to meet these needs by offering accessible, consumer-directed, culturally affirming and responsive, data-driven, holistic/individualized, strengths-based, trauma-informed, and wellbeing/resilience-focused services and wish to have the RCCMHC perform its services in accordance with these values;

WHEREAS, the Parties to this Agreement also desire to modify the governance structure of the RCCMHC through this Agreement; and

NOW THEREFORE, in consideration of the foregoing, all of the undersigned Parties do hereby enter into this Agreement to reorganize the RCCMHC which will continue to be known as the Ramsey County Children’s Mental Health Collaborative and agree as follows:

1. **Mission and Purpose.**

The mission of RCCMHC is to work across systems and with families to meet the complex needs of youth with or at risk for emotional disturbance (ED) or serious emotional disturbance (SED). The purpose of the RCCMHC is to sustain an integrated, coordinated, and responsive mental health service delivery system in Ramsey County which targets the complex, multisystem needs of youth with or at risk for ED or SED and their families. The definition of youth and their families to be served are set forth in the RCCMHC Bylaws. The RCCMHC will build on member strengths, address community challenges, and leverage resources and capabilities to meet locally-generated goals and outcomes as well as those set forth in state priorities and statutes that apply to children’s mental health collaboratives. The goals of the RCCMHC will be stated in the RCCMHC’s bylaws.

Parties to this Agreement will:

- A. Comply with any applicable state or federal statutes, regulations, and rules. The statutes that are applicable to the RCCMHC are attached to this Agreement as Appendix A;
- B. Commit funds and resources such as staff, services, technologies, and expertise to the RCCMHC and its Integrated Fund;
- C. Develop and sustain a governance structure to accomplish the mission of the RCCMHC as well as manage fiscal responsibility and outcome evaluation;
- D. Appoint representatives to the Governing Board;

- E. Participate in programs and projects operated by the RCCMHC;
- F. Ensure that youth and their families are valued as equal partners with providers and policy makers and are actively engaged as invested stakeholders and systems builders in Ramsey County; and
- G. Make a good faith effort to cooperate with each other in carrying out the Agreement.

2. **Merger of Prior Agreements.**

This Agreement and the related Amended Bylaws shall supersede all prior agreements and organizational documents of the RCCMHC involving any of the parties to this Agreement as of the Effective Date of this Agreement.

3. **Governing Board.**

- A. The Governing Board shall hold the full and complete legal authority of the RCCMHC and shall assume all statutorily mandated duties of the RCCMHC.
- B. The Governing Board shall have 16 members as established by this Agreement.
- C. Upon the Effective Date of this Agreement, the membership of the Governing Board shall be as follows:
 - i. Eleven Appointed Board Members: The following Board members are to be appointed by their respective agencies, districts, or boards:
 - a. One Ramsey County Commissioner;
 - b. One member from Ramsey County Social Services;
 - c. One member from Ramsey County Public Health;
 - d. One member from Ramsey County Community Corrections;
 - e. One member from the Mounds View School District;
 - f. One member from the North St. Paul School District;
 - g. One member from the Roseville School District;
 - h. One member from the White Bear School District;
 - i. One member from the St. Paul School District;
 - j. One member from the 916 School District; and
 - k. One member from MACMH.
 - ii. Four Elected Board Members: The following Board members are to be elected by their respective committees:

- a. Both co-chairs of the RCCMHC Family Services Committee (parent/caregiver);
 - b. The chair of the RCCMHC Advisory Council; and
 - c. The chair of the RCCMHC Cultural Outreach Committee.
 - iii. One Youth Board Member: The Governing Board will elect one youth (up to age 24) to be a Youth Board Member. The Governing Board shall review applications submitted by persons who wish to serve as the Youth Board Member and shall elect one person to serve as the Youth Board Member.
- D. All 16 members' terms will begin initially as one, two, or three-year terms that transition into three-year staggered terms. The Youth Board Member may serve a one or three year term. The terms shall be staggered according to the following schedule:

December 2017 to December 2018 (1-year term)	January 2017 to December 2018 (1-year term)	December 2017 to December 2019 (2-year term)	January 2017 to December 2020 (3-year term)
Ramsey County Commissioner	Youth (up to age 24) if elected for a one year term	Ramsey County Social Services	Co-chair #2 of the Family Service Committee
Ramsey County Public Health		Co-Chair #1 of the Family Service Committee	Ramsey County Community Corrections
Mounds View School District		North Saint Paul School District	Chair of the Advisory Council
Roseville School District		White Bear School District	Chair of the Cultural Outreach Committee
St. Paul School District		916 School District	MACMH
			Youth (up to age 24) if elected for a three year term.

- E. The members of the School Districts and Ramsey County will assume their voting privileges after appointments by the respective School Boards and the County Board.
- F. Board Vacancy. Upon the occurrence of a vacancy on the Governing Board through the expiration of a term, resignation, or other reason, the position shall be filled within 60 days. Appointed positions will be filled by the respective agency, district, or board. Elected positions will be filled by their respective committees or in the event of the Youth Board Member, the Governing Board. A person appointed to fill a vacant position shall serve the remainder of the term.

- G. Terms and Term Limits. Board members will be appointed or elected for a term of three years. The exception to this rule is that a Youth Board Member may be elected for a one-year term. Elected Board members shall have a term limit of two consecutive three-year terms. The Youth Board Member may not serve on the Board beyond the age of 24. Appointed Board members do not have a term limit.
- H. Board Committees. The Governing Board may establish committees to develop and provide recommendations to the Governing Board. The Chair of every standing committee must be a Board member.
- I. Bylaws. The Governing Board shall adopt bylaws and may amend them from time to time as necessary, for the orderly administration of the business and affairs of the RCCMHC.
- J. All meetings of the Governing Board shall be conducted in accordance with the provisions of Minnesota Statutes Chapter 13D, the Open Meeting Law.

4. **Powers of the Governing Board.**

The Governing Board is hereby authorized to exercise such authority as is necessary and proper to make all decisions to carry out its purpose as described in Section 1 of this Agreement and to fulfill its obligations under Minnesota Statutes Section 13.02, subdivision 18. Such powers shall be subject to the provisions of Minnesota Statutes Section 471.59, as it may be amended from time to time, and any other applicable statute, and may include, but will not be limited to, any or all of the following to the extent provided by law or not otherwise limited by this Agreement:

- A. Adopt and amend annual budgets, to be established on a calendar year basis, together with a statement of the sources of funding and an estimate of the proportion of such amounts required of each Party. The Governing Board shall develop policies and procedures regarding reserves, encumbering of funds, and allocation of assets.
- B. Enter into transactions, including agreements required in furtherance of this Agreement and statutory mandate and enforce such transactions to the extent available in equity or at law. The Governing Board may approve any agreement relating to this Agreement up to the amount approved in the annual budget or as the budget may be amended and may authorize the Executive Director to execute those agreements.
- D. Apply for and accept gifts, grants, loans of money, other property or assistance on behalf of the RCCMHC from the United States government, the State of Minnesota, or any person, association, or agency for any of its purposes, including any grant which may be available; enter into any agreement in connection therewith; and hold, use, and dispose of such money, other property and assistance in accordance with the terms of the gift, grant, or loan relating thereto.

- E. Hold such property as may be required to accomplish the purposes of this Agreement and upon termination of this Agreement, make distribution of such property as is provided for in this Agreement.
- F. Enter into agreements for personal services as the Governing Board determines necessary.
- G. Incur debts, liabilities, or obligations which shall not constitute a debt of any of the Parties or their agencies or representatives. The Governing Board does not have authority to incur debts, liabilities, or obligations which constitute a debt of any of the Parties.
- H. To sue and be sued in its own name. The RCCMHC and each Party shall be subject to the protections set forth in Minnesota Statutes Chapter 466.
- I. To hire employees.
- J. Assure compliance with all statutes concerning collaboratives as well as laws, regulations, and ethical practices, including review and approval of any external reporting done on behalf of RCCMHC.

5. **Officers, Administrative Contracts, and Services.**

All powers granted herein shall be exercised by the Governing Board in accordance with the legal requirements applicable to the RCCMHC. The Governing Board shall elect a Chair, Vice Chair, Treasurer, and Past Chair from among its members each to serve a term of one year. The Board shall also appoint a Secretary who may, but need not be, a member of the Governing Board. If the Secretary is not a member of the Governing Board, the Secretary shall not have the right to vote.

- A. The Governing Board may enter into agreements with any agencies or organizations represented on the Governing Board to provide administrative, financial, accounting services, (including disbursement of funds), or any other services. The Office Manager/Bookkeeper of the RCCMHC shall act as controller of the RCCMHC and shall draw warrants to pay demands against the RCCMHC when the demands have been approved by the Governing Board. Any Governing Board member shall retain his or her authority to request reports pertaining to any and all such services.
- B. Ad hoc staffing to provide technical support and project-driven shared staff for special projects may be provided to the RCCMHC by staff assigned by a Party on an as-needed basis.

6. **Integrated Fund.**

- A. The Parties agree to establish an Integrated Fund in compliance with the Children's Mental Health Integrated Fund statutes, Minnesota Statutes Sections 245.491-245.495. The Integrated Fund shall consist of a pool of public and private, local, state, and federal resources consolidated at the local level to accomplish locally agreed upon services goals for the target population. The Fund will be used to help the RCCMHC serve the mental health needs of children in the target population by allowing the RCCMHC to develop and implement an integrated children's mental health service system.
- B. The Integrated Fund may consist of either monetary or in-kind resources to which a monetary value shall be assigned by agreement between the contributor and the RCCMHC.
- C. The amount of the Parties' contributions to the Integrated Fund shall be negotiated each year and approved by the Governing Board at its annual meeting. Parties shall make four equal payments of their monetary Integrated Fund contributions on the first day of the first month of each fiscal quarter (January 1, April 1, July 1, and October 1). No Party shall be required to contribute any amount exceeding its required contribution amount, but nothing in this Agreement shall prohibit any Party from making an additional contribution or encumbrance of monetary or in-kind resources, nor from considering additional contributions or encumbrances on a case-by-case basis.

7. **Personnel.**

The Governing Board may appoint an Executive Director to serve at the pleasure of the Board with such duties and compensation as the Board may establish.

8. **Data Practices.**

All Parties agree to establish data practices for the RCCMHC that conform to state and federal statutes and rules regulating the privacy and security of data, particularly the collection, creation, receipt, maintenance, or dissemination of private or confidential data on individuals as defined and regulated by the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 (the "MGDPA") or any other applicable state or federal laws. The Executive Director shall serve as the MGDPA Responsible Authority for the RCCMHC, unless some other person has been so designated by the Governing Board.

In accordance with Minnesota Statutes Section 16C.05, subdivision 5 as amended, the RCCMHC and each Party agrees to make its books and records pertaining to its performance under this Agreement available for audit to each other, and to keep such documentation for six years following termination of this Agreement.

9. **Indemnification and Insurance.**

- A. Indemnification. Each Party shall be liable for its own acts and the results thereof to the extent provided by law and agrees to defend, indemnify, and hold harmless the other Parties (including their officials, employees, volunteers, and agents) from any liability, claims, causes of action, judgments, damages, losses, costs, or

expenses, including reasonable attorneys' fees, resulting directly or indirectly from any act or omission of themselves, anyone they directly or indirectly employ, and anyone for whose acts or omissions they may be liable in the performance or failure to adequately perform their obligations under this Agreement. The provisions of the Municipal Tort Claims Act, Minnesota Statutes, Chapter 466 and other applicable law shall govern the Parties' liability. Nothing in this Agreement shall be construed to allow a claimant to obtain separate judgments or stack separate liability caps as to the Parties collectively or each individual Party or volunteer.

B. Insurance.

- i. The RCCMHC shall purchase general liability and directors' and officers' errors and omissions insurance and such other insurance as it deems necessary to defend the RCCMHC and covered parties for actions arising out of this Agreement.
- ii. The RCCMHC shall maintain workers' compensation insurance covering each of its employees.
- iii. Covered parties shall include any individual engaged in the activities of the RCCMHC including but not limited to: members of the Governing Board; employees employed by the RCCMHC; RCCMHC volunteers; and parents and consumers while performing duties for the RCCMHC.
- iv. Any liability to the RCCMHC or any Party under this Agreement shall be limited by the provisions of Minnesota Statute Chapter 466 (Tort Liability, Political Subdivisions) and other applicable law and such liability limits shall apply to any and all signatories to this Agreement and to any and all individuals while performing duties for the RCCMHC.

10. **Termination and Withdrawal.**

- A. Any Party may withdraw from this Agreement by passage of a resolution by its governing body declaring its intent to withdraw on a specific date, which date shall not be less than **60** days from the date of resolution and receipt of that resolution by the Governing Board. Said date shall then become the effective date of withdrawal.
- B. Where a Party exercises its option to withdraw, the withdrawing Party shall remain liable for its share of the fiscal obligations incurred by the RCCMHC prior to the effective date of withdrawal but shall incur no additional fiscal liability beyond the effective date of withdrawal.
- C. The withdrawing Party shall not be entitled to a refund of any contributions made to the Integrated Fund or other fees paid to operate the RCCMHC.

- D. Notwithstanding the Parties' authority to withdraw and anything herein to the contrary, this Agreement shall continue in force until the expiration of its term as herein provided or, if sooner, all participating Parties mutually agree to terminate this Agreement by joint resolution of the Parties, or if necessitated by law or decision of a court of competent jurisdiction. After the effective date of termination of this Agreement, the Governing Board shall continue to exist for the limited purpose of discharging the RCCMHC's debts and liabilities, settling its affairs, and disposing of Integrated Fund assets, if any.

11. **Term of Agreement; Amendment; and Renewal.**

This Agreement shall be effective upon execution by all of the parties and remain effective until December 31, 2021, and shall be automatically renewed for terms of five years thereafter unless a majority of the Parties indicate in writing a desire to terminate the Agreement at the end of any term. This Agreement may be amended at any time by all of the parties in a writing approved by each Party's governing board.

13. **Disposition of Surplus Funds or Property.**

All property, real and personal, held by or in the name of the RCCMHC at the time of termination of this Agreement, shall be distributed by resolution of the Governing Board in accordance with law and in a manner deemed appropriate to best accomplish the stated purposes of the RCCMHC.

14. **Counterparts.**

This Agreement may be executed simultaneously in any number of counterparts, all of which shall constitute one and the same instrument.

15. **Entire Agreement.**

It is understood and agreed that this Agreement represents the entire agreement between the Parties and supersedes and cancels any and all prior agreements, written or oral, between the Parties relating to the subject matter hereof. No Party has relied on any representations that are not stated in this Agreement or in the RCCMHC Bylaws.

16. **Audit.**

The books, records, and documents relevant to this Agreement are subject to review and audit by the Parties and the State of Minnesota at reasonable times upon written notice.

17. **Nondiscrimination.**

The RCCMHC shall not discriminate by reason of age, race, religion, creed, color, sex, sexual or affectional orientation, gender identity and expression, national origin, marital status, disability, status with regard to public assistance, or familial status with respect to the hiring of employees or contractors or the provision of services under this Agreement.

18. **Severability.**

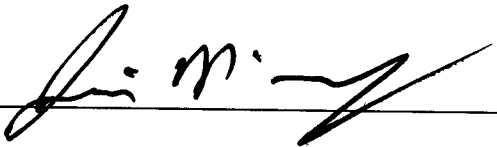
In the case where any one or more provisions of this Agreement shall be held to be invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions contained in this Agreement will not be in any way affected or impaired thereby.

19. **Assignment.**

No Party to this Agreement shall assign its rights or duties under this Agreement to another Party.

Signatures

Ramsey County

By:  Date: 8/13/19

Its: Chair, Board of Commissioners

By:  Date: 8/13/19

Its: Chief Clerk - County Board

Independent School District No. 625, St. Paul Public Schools

By: [Redacted Signature] Date: 5/6/18

Its: [Redacted Signature]

By: _____ Date: _____

Its: _____

Northeast Metro Intermediate School District No. 916

By: *Debi R...* Date: 9/6/18

Its: Human Resources Director and Legal Counsel

By: _____ Date: _____

Its: _____

Independent School District No. 621, Mounds View Public Schools

By: [Signature] Date: 05-15-2018

Its: Board Chair

By: [Signature] Date: 5/15/2018

Its: Superintendent

Independent School/District No. 622 North St. Paul – Maplewood – Oakdale

By: [Signature]

Date: 6/12/2018

Its: Director of Business

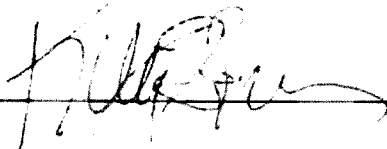
By: [Signature]

Date: 6/14/18

Its: Director of Student
Services

Independent School District No. 623, Roseville Area Schools

By:



Date:

8/21/18

Its:

School Board Chair

By:



Date:

8/21/18

Its:

Student Services Director

Independent School District No. 624, White Bear Lake Area Schools

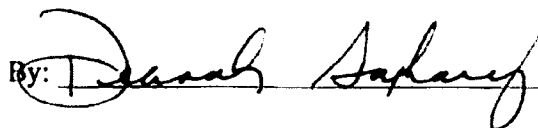
By [Signature] Chair Date: 6/10/18

Its: Deen Tobey Clerk

By: _____ Date: 6/11/18

Its: _____

Minnesota Association of Children's Mental Health

By: 

Date: 9/6/18

Its: Executive Director

Appendix A to Joint Powers Agreement

The statutes directly and indirectly relating to children's mental health collaboratives can be lengthy and often contain statements that are similar but worded differently. Please take the time to acquaint yourself with each of the statutes below. Key ideas that are most often associated with the RCCMHC's work have been abbreviated as bullet points below each statute. Please note that these bullet points are NOT comprehensive. The full text of the statute is available at each statute's hyperlink.

Statutes Directly Related to Children's Mental Health Collaboratives:

Minn. Stat. § 124D.23 FAMILY SERVICES AND COMMUNITY-BASED COLLABORATIVES

- Collaboratives are expected to have broad community representation
 - Two or more collaboratives may consolidate decision-making, pool resources, and collectively act on behalf of the individual collaboratives, based on a written agreement
 - Collaborative duties:
 - Establish clear goals;
 - Use outcome-based indicators to measure progress;
 - Establish a comprehensive planning process that involves all sectors of the community, identifies local needs, and surveys existing local programs;
 - Integrate service funding sources;
 - Coordinate families' services to avoid duplicative and overlapping assessment and intake procedures;
 - Focus primarily on family-centered services;
 - Encourage parents and volunteers to actively participate;
 - Provide services in locations that are readily accessible;
 - Use new or reallocated funds to improve or enhance services;
 - Identify institutional barriers to coordinating services and suggest ways to remove barriers;
 - Design and implement an **Integrated Local Service Delivery System** for children and their families that coordinates funding streams and the delivery of services between existing agencies, coordinates services across agencies and is client centered.
- Examples may include:
- Improve outreach and early identification of youth/families;
 - Intervene across service systems on behalf of families;
 - Offer an inclusive service system;
 - Coordinate services that eliminate the need to match funding streams, provider eligibilities, or clients with multiple providers;
 - Improve access to services by coordinating transportation;
 - Provide new mother outreach and periodic family visits ;
 - Coordinate assessment across systems to determine which children and families need coordinated multiagency services and supplemental services;

- Include multiagency service plans and coordinate unitary case management; and
 - Integrate funding of services.
- Information Sharing (NOTE: This is different from Minnesota Statutes Section 245.493)
 - The school district, county, and public health entity members of a family services collaborative may inform each other as to whether an individual or family is being served by the member, without the consent of the subject of the data.
 - If further information sharing is necessary in order for the collaborative to carry out duties, the collaborative may share data if the individual gives written informed consent.
 - If a federal law or regulation impedes information sharing that is necessary in order for a collaborative to carry out duties, the appropriate state agencies shall seek a waiver or exemption from the law or regulation.
 - Integrated Fund
 - A collaborative must establish an integrated fund to help provide an integrated service system and fund additional supplemental services. The integrated fund may consist of federal, state, local, or private resources.
 - The collaborative agreement must specify a minimum financial commitment by the contributors to an integrated fund. Contributors may not reduce their financial commitment except as specified in the agreement or by federal declaration.
 - A collaborative must seek to maximize federal and private funds by designating local expenditures for services that can be matched with federal or private grant funds and by designing services to meet the requirements for state or federal reimbursement.
 - Collaboratives may seek to maximize federal reimbursement of funds under Minnesota Statutes Section 256F.10.
 - Local Plans
 - The collaborative plan must describe how the collaborative will carry out the duties and implement the integrated local services delivery system.
 - The plan must include a list of the collaborative participants, a copy of the agreement required under subdivision 1, the amount and source of resources each participant will contribute to the integrated fund, and methods for increasing local participation in the collaborative, involving parents and other community members in implementing and operating the collaborative, and providing effective outreach services.
 - The plan must also include specific goals that the collaborative intends to achieve and methods for objectively measuring progress.
 - The Children's Cabinet must approve local plans for collaboratives.

Minn. Stat. § 245.491 CITATION; DECLARATION OF PURPOSE.

- Children with emotional or behavioral disturbances or who are at risk of suffering such disturbances often require services from multiple service systems.
- An integrated children's mental health service system will:

- Allow local service decision makers to draw funding from a single local source so that funds follow clients and eliminates the need to match clients, funds, services, and provider eligibilities;
- Create a local pool of state, local, and private funds to procure a greater medical assistance federal financial participation;
- Improve the efficiency of use of existing resources;
- Minimizes or eliminate the incentives for cost and risk shifting; and
- Increase the incentives for earlier identification and intervention.

Minn. Stat. § 245.492 DEFINITIONS

- **"Children with emotional or behavioral disturbances"** includes children with emotional disturbances as defined in Minnesota Statutes Section 245.4871, subdivision 15, and children with emotional or behavioral disorders as defined in Minnesota Rules, Part 3525.1329, subpart 1.
- **"Family"** has the definition provided in Minnesota Statutes Section 245.4871, subdivision 16.
- **"Integrated fund"** is a pool of both public and private local, state, and federal resources, consolidated at the local level, to accomplish locally agreed-upon service goals for the target population.
- **"Integrated service system"** means a coordinated set of procedures established by the local children's mental health collaborative for coordinating services and actions across categorical systems and agencies that results in:
 - integrated funding;
 - improved outreach, early identification, and intervention across systems;
 - strong collaboration between parents and professionals in:
 - identifying children in the target population,
 - facilitating access to the integrated system, and
 - coordinating care and services for these children;
 - a coordinated assessment process across systems that determines which children need multiagency care coordination and wraparound services;
 - multiagency plan of care; and
 - individualized rehabilitation services.
 - Services provided by the integrated service system must meet the requirements set out in Minnesota Statutes Sections 245.487 to 245.4889.
 - Children served by the integrated service system must be economically and culturally representative of children in the service delivery area.
- **"Local children's advisory council"** refers to the council established under Minnesota Statutes Section 245.4875, subdivision 5.
- **"Local children's mental health collaborative"** or "collaborative" means an entity formed by the agreement of representatives of the local system of care for the purpose of developing and governing an integrated service system.
 - Where a local coordinating council as defined in Minnesota Statutes Section 125A.22 is not the local children's mental health collaborative, the local children's mental health collaborative must work closely with the local coordinating council in designing the integrated service system.

- **"Local system of care"** has the definition provided in Minnesota Statutes Section 245.4871, subdivision 24.
- **"Multiagency plan of care"** means a written plan of intervention and integrated services developed by a multiagency team in conjunction with the child and family based on their unique strengths and needs as determined by a multiagency assessment. The plan must outline measurable client outcomes and specific services needed to attain these outcomes, the agencies responsible for providing the specified services, funding responsibilities, timelines, the judicial or administrative procedures needed to implement the plan of care, the agencies responsible for initiating these procedures and designate one person with lead responsibility for overseeing implementation of the plan.
- **"Target population"** means children up to age 18 with an emotional or behavioral disturbance or who are at risk of suffering an emotional or behavioral disturbance as evidenced by a behavior or condition that affects the child's ability to function in a primary aspect of daily living including personal relations, living arrangements, work, school, and recreation, and a child who can benefit from:
 - multiagency service coordination and wraparound services; or
 - informal coordination of traditional mental health services provided on a temporary basis.
 - Children between the ages of 18 and 21 who meet these criteria may be included in the target population at the option of the local children's mental health collaborative.
- **"Individualized rehabilitation services"** are alternative, flexible, coordinated, and highly individualized services that are based on a multiagency plan of care. These services are designed to build on the strengths and respond to the needs identified in the child's multiagency assessment and to improve the child's ability to function in the home, school, and community. Individualized rehabilitation services may include, but are not limited to, residential services, respite services, services that assist the child or family in enrolling in or participating in recreational activities, assistance in purchasing otherwise unavailable items or services important to maintain a specific child in the family, and services that assist the child to participate in more traditional services and programs.

Minn. Stat. § 245.493 LOCAL CHILDREN'S MENTAL HEALTH COLLABORATIVE.

- **Mandatory partners**
 - One county, one school district or special education cooperative, one mental health entity, and one juvenile justice or corrections entity.
- **Possible members**
 - Representatives of the local system of care and nongovernmental entities such as parents of children in the target population; parent and consumer organizations; community, civic, and religious organizations; private and nonprofit mental and physical health care providers; culturally specific organizations; local foundations; and businesses.
- **Partners/members must:**
 - Develop an integrated service system;
 - Commit resources to providing services through the children's mental health collaborative; and
 - Develop a plan to contribute funds to the children's mental health collaborative.
- **Local Coordinating Bodies**

- A children's mental health collaborative may assume the duties of a community transition interagency committee established under Minnesota Statutes Section 125A.22; an interagency early intervention committee established under Minnesota Statutes Section 125A.30; or a local advisory council established under Minnesota Statutes Section 245.4875, subdivision 5.
- Two or more family services collaboratives or children's mental health collaboratives may consolidate decision making, pool resources, and collectively act on behalf of the individual collaboratives, based on a written agreement among the participating collaboratives.
- **Duties of the Children's Mental Health Collaborative**
 - provide a copy of the signed collaborative agreement to the Commissioner of Human Services within 10 days of formation.
 - identify a service delivery area and an operational target population that is economically and culturally representative of children within that service delivery area.
 - seek to maximize federal revenues available to serve children in the target population by designating local expenditures for services for these children and their families that can be matched with federal dollars;
 - in consultation with the local children's advisory council and the local coordinating council, if it is not the local children's mental health collaborative, design, develop, and ensure implementation of an integrated service system that meets the requirements for state and federal reimbursement and develop interagency agreements necessary to implement the system;
 - expand membership to include representatives of other services in the local system of care (SOC) including prepaid health plans under contract with the Commissioner of Human Services;
 - create or designate a management structure for fiscal and clinical responsibility and outcome evaluation;
 - spend funds generated by the local children's mental health collaborative as required in Minnesota Statutes Sections 245.491 to 245.495;
 - explore methods and recommend changes needed at the state level to reduce duplication and promote coordination of services including the use of uniform forms for reporting, billing, and planning of services;
 - submit its integrated service system design to the Children's Cabinet for approval within one year of notifying the Commissioner of Human Services of its formation;
 - provide an annual report and the collaborative's planned timeline to expand its operational target population to the Children's Cabinet; and
 - expand its operational target population.
- **Information Sharing (NOTE: This is different from Minnesota Statutes Section 124D.23)**
 - Members of a children's mental health collaborative may share data on individuals being served by the collaborative or its members if the individual gives written informed consent and the information sharing is necessary in order for the collaborative to carry out duties.
 - If a federal law or regulation impedes information sharing that is necessary in order for a collaborative to carry out duties, the appropriate state agencies shall attempt to get a waiver or exemption from the applicable law or regulation.

Minn. Stat. § 245.4931 INTEGRATED LOCAL SERVICE SYSTEM.

- The integrated service system established by the children's mental health collaborative must:
 - Include a process for communicating to agencies in the local SOC eligibility criteria for services received through the children's mental health collaborative and a process for determining eligibility.
 - The process shall place strong emphasis on outreach to families, respecting the family role in identifying children in need, and valuing families as partners;
 - Include measurable outcomes, timelines for evaluating progress, and mechanisms for quality assurance and appeals;
 - Involve the family and the individual child, in developing multiagency service plans to the extent required in Minnesota Statutes Sections 125A.08, 245.4871, subdivision 21, 245.4881, subdivision 4, 253B.03, subdivision 7, 260C.212, subdivision 1, and 260C.201, subdivision 6.
 - Meet all standards and provide all mental health services as required in Minnesota Statutes Sections 245.487 to 245.4889 and ensure that the services provided are culturally appropriate;
 - Spend funds generated by the children's mental health collaborative as required in Minnesota Statutes Sections 245.491 to 245.495;
 - Encourage public-private partnerships to increase efficiency, reduce redundancy, and promote quality of care; and
 - Ensure that, if the county participant of the local children's mental health collaborative is also a provider of child welfare targeted case management, then federal reimbursement received by the county for child welfare targeted case management provided to children served by the local children's mental health collaborative is directed to the integrated fund.

Minn. Stat. § 245.4932 REVENUE ENHANCEMENT; AUTHORITY AND RESPONSIBILITIES

- Children's mental health collaboratives shall have the following authority and responsibilities regarding federal revenue enhancement. The collaborative:
 - Must establish an integrated fund;
 - Shall designate a lead county or other qualified entity as the fiscal agency for reporting, claiming, and receiving payments;
 - May enter into subcontracts with other counties, school districts, special education cooperatives, municipalities, and other public and nonprofit entities for purposes of identifying and claiming eligible expenditures to enhance federal reimbursement;
 - Shall use any enhanced revenue attributable to the activities of the collaborative, including administrative and service revenue, solely to provide mental health services or to expand the operational target population;
 - Must develop and maintain an accounting and financial management system adequate to support all claims for federal reimbursement, including a clear audit trail and any provisions specified in the contract with the commissioner of human services;

- The collaborative or its members may elect to pay the nonfederal share of the medical assistance costs for services designated by the collaborative; and
- The lead county or other qualified entity may not use federal funds or local funds designated as matching for other federal funds to provide the nonfederal share of medical assistance.

Minn. Stat. § 245.495 ADDITIONAL FEDERAL REVENUES.

- Each children’s mental health collaborative shall report expenditures eligible for federal reimbursement in a manner prescribed by the commissioner of human services under Minnesota Statutes Section 256.01, subdivision 2, paragraph (p).
 - The collaborative must use these funds to expand the operational target population or to develop or provide mental health services through the local integrated service system to children in the target population. Funds may not be used to supplant funding for services to children in the target population.
 - For purposes of this section, “mental health services” are community-based, nonresidential services, which may include respite care, that are identified in the child’s multiagency plan of care.

Statutes Indirectly Related to Children’s Mental Health Collaboratives

Minn. Stat. § 4.045 CHILDREN’S CABINET

- The Children’s Cabinet shall consist of the commissioners of education, human services, employment and economic development, public safety, corrections, management and budget, health, administration, Housing Finance Agency, and transportation, and the director of the Office of Strategic and Long-Range Planning. The governor shall designate one member to serve as cabinet chair. The chair is responsible for ensuring that the duties of the Children’s Cabinet are performed.

Minn. Stat. Ch. 13 MINNESOTA GOVERNMENT DATA PRACTICES ACT (MGDPA)

- This is a very long and comprehensive chapter that cannot be abbreviated for purposes of this appendix. Please access the full text at the above link.

Minn. Stat. Ch. 13D OPEN MEETING LAW

- This is a long and comprehensive chapter that cannot be abbreviated for purposes of this appendix. Please access the full text at the above link.

Minn. Stat. § 179A.03 DEFINITIONS (Public Employment Labor Relations)

- Public Employer
 - When two or more units of government subject to Minnesota Statutes Sections 179A.01 to 179A.25 undertake a project or form a new agency under law authorizing common or joint action, the employer is the governing person or board of the created agency. The governing official or body of the cooperating governmental units shall be bound by an agreement entered into by the created agency according to Minnesota Statutes Sections 179A.01 to 179A.25.
- Public Employee

- “Public employee” or “employee” means any person appointed or employed by a public employer except:
 - elected public officials;
 - part-time employees whose service does not exceed the lesser of 14 hours per week or 35 percent of the normal work week in the employee’s appropriate unit;
 - employees whose positions are basically temporary or seasonal in character and: (i) are not for more than 67 working days in any calendar year; or (ii) are not for more than 100 working days in any calendar year and the employees are under the age of 22, are full-time students enrolled in a nonprofit or public educational institution prior to being hired by the employer, and have indicated, either in an application for employment or by being enrolled at an educational institution for the next academic year or term, an intention to continue as students during or after their temporary employment;
- The following individuals are public employees regardless of the exclusions of paragraph (a), clauses (5) and (6) stated above:
 - an employee hired by a school district to replace an absent teacher is a public employee regardless of the exclusions for part-time employees stated above.

Minn. Stat. § 179A.60 JOINT POWERS AGREEMENTS

- For purposes of this statute, “entity” means an operating organization, established by agreement of two or more governmental units for the joint exercise of governmental powers, that has its own governing board with the authority to hire its own employees.
- Employees of an entity are public employees and joint powers entities are public employers under Minnesota Statutes Section 179A.03.

Minn. Stat. § 245.4875 LOCAL SERVICE DELIVERY SYSTEM

- The county board in each county is responsible for using all available resources to develop and coordinate a system of locally available and affordable children's mental health services.
- The county board may provide some or all of the children’s mental health services and activities (below) directly through a county agency or under contracts with other individuals or agencies.
- The children’s mental health service system must include the following services:
 - education and prevention, Minnesota Statutes Section 245.4877;
 - mental health identification and intervention, Minnesota Statutes Section 245.4878;
 - emergency services, Minnesota Statutes Section 245.4879;
 - outpatient services, Minnesota Statutes Section 245.488;
 - family community support services, Minnesota Statutes Section 245.4881;
 - day treatment, Minnesota Statutes Section 245.4884, subdivision 2;
 - residential treatment, Minnesota Statutes Section 245.4882;
 - acute care hospital inpatient treatment, Minnesota Statutes Section 245.4883;
 - screening, Minnesota Statutes Section 245.4885;
 - case management, Minnesota Statutes Section 245.4881;

- therapeutic support of foster care, Minnesota Statutes Section 245.4884, subdivision 4;
 - professional home-based family treatment, Minnesota Statutes Section 245.4884, subdivision 4; and
 - mental health crisis services, Minnesota Statutes Section 245.488, subdivision 3.
- Counties are encouraged to join with one or more county boards to establish a multicounty local children's mental health authority
- The county board shall establish a **local children's mental health advisory council** or children's mental health subcommittee of the existing local mental health advisory council or shall include persons on its existing mental health advisory council who are representatives of children's mental health interests.
 - The following individuals must serve
 - At least one person who was in a mental health program as a child or adolescent;
 - At least one parent of a child or adolescent with severe emotional disturbance;
 - One children's mental health professional;
 - Representatives of minority populations of significant size residing in the county;
 - A representative of the children's mental health local coordinating council; and
 - One family community support services program representative.
 - The local children's mental health advisory council shall seek input from parents, former consumers, providers, and others about the needs of children with emotional disturbance in the local area and services needed by families of these children.
 - Shall meet monthly- but not less than quarterly- to review, evaluate, and make recommendations regarding the local children's mental health system.
 - Annual tasks:
 - arrange for input from the local SOC providers regarding coordination of care between the services;
 - identify for the county board the individuals, providers, agencies, and associations as specified in Minnesota Statutes Section 245.4877, paragraph (2); and
 - provide to the county board a report of unmet mental health needs of children residing in the county.
- Transition Services
 - The county board may continue to provide mental health services as defined in Minnesota Statutes Sections 245.487 to 245.4889 to persons over 18 years of age, but under 21 years of age, if the person was receiving case management or family community support services prior to age 18, and if one of the following conditions is met:
 - the person is receiving special education services through the local school district;
 - it is in the best interest of the person to continue services defined in Minnesota Statutes Sections 245.487 to 245.4889; or
 - the person is requesting services and the services are medically necessary.

Minn. Stat. § 471.59 JOINT EXERCISE OF POWERS

- Two or more governmental units may jointly or cooperatively exercise any power common to the contracting parties or any similar powers
- Liability
 - A governmental unit participating in a joint venture or joint enterprise, including participation in a cooperative activity undertaken pursuant to this statute or other law, is not liable for the acts or omissions of another governmental unit participating in the joint venture or joint enterprise, unless the participating governmental unit has agreed in writing to be responsible for the acts or omissions of another participating governmental unit.
 - For purposes of determining total liability for damages, the participating governmental units and the joint board, if one is established, are considered a single governmental unit and the total liability for the participating governmental units and the joint board, if established, shall not exceed the limits on governmental liability for a single governmental unit as specified in Minnesota Statutes Sections 3.736 or 466.04, subdivision 1, or as waived or extended by the joint board or all participating governmental units under Minnesota Statutes Sections 3.736, subdivision 8; 466.06; or 471.981. This paragraph does not protect a governmental unit from liability for its own independent acts or omissions not directly related to the joint activity.
 - If a participating governmental unit has procured or extended insurance coverage pursuant to Minnesota Statutes Sections 3.736, subdivision 8; 466.06; or 471.981 in excess of the limits on governmental liability under Minnesota Statutes Sections 3.736 or 466.04, subdivision 1, covering participation in the joint venture or joint enterprise, the procurement of that insurance constitutes a waiver of the limits of governmental liability for that governmental unit to the extent that valid and collectable insurance or self-insurance, including, where applicable, proceeds from the Minnesota Guarantee Fund, exceeds those limits and covers that governmental unit's liability for the claim, if any.
- The agreement shall state the purpose or the power to be exercised and it shall provide for the method by which the purpose sought shall be accomplished or the manner in which the power shall be exercised.
 - When the agreement provides for use of a joint board, the board shall be representative of the parties to the agreement.
- The parties to such agreement may provide for disbursements from public funds to carry out the purposes of the agreement.
 - Contracts let and purchases made under the agreement shall conform to the requirements applicable to contracts and purchases of any one of the parties, as specified in the agreement. Strict accountability of all funds and report of all receipts and disbursements shall be provided for.
- Such agreement may be continued for a definite term or until rescinded or terminated in accordance with its terms.
- Such agreement shall provide for the disposition of any property acquired as the result of such joint or cooperative exercise of powers, and the return of any surplus moneys in proportion to contributions of the several contracting parties after the purpose of the agreement has been completed.

- For the purposes of the development, coordination, presentation and evaluation of training programs for local government officials, governmental units may exercise their powers under this section in conjunction with organizations representing governmental units and local government officials.
- Two or more governmental units, through action of their governing bodies, by adoption of a joint powers agreement may establish a **joint powers board** to issue bonds or obligations
 - A joint board established under this section may issue obligations and other forms of indebtedness only in accordance with express authority granted by the action of the governing bodies of the governmental units that established the joint board.
 - Counties, school districts, and mental health entities, through action of their governing bodies, may establish a joint board to establish and govern a children's mental health collaborative under Minnesota Statutes Sections 245.491 to 245.495, or a collaborative established by the merger of a children's mental health collaborative and a family services collaborative under Minnesota Statutes Section 124D.23. The county, school district, and mental health entities may include other entities at their discretion. The membership of a board established under this paragraph, in addition to members of the governing bodies of the participating governmental units, must include the representation provided by Minnesota Statutes Section 245.493, subdivision 1.