

FAMILY SERVICES COLLABORATIVE AGREEMENT

THIS AGREEMENT is entered into by: **Anoka County (including Social Services and Behavioral Health, Public Health, Corrections and Economic Assistance); Anoka-Hennepin School District #11, Centennial School District #12, Columbia Heights School District #13, Forest Lake School District #831, Fridley School District #14, St. Francis School District #15, and Spring Lake Park School District #16** [School Districts]; and **Anoka County Community Action Program, Inc. [ACCAP]**, the designated federal grantee for the Head Start program in Anoka and Washington Counties as well as the community action agency.

RECITALS:

- (1) 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.
- (2) The parties established the Anoka County Children and Family Council [ACCFC], a family services collaborative, under the Agreement for Family Services Collaborative, County Contract #94-2372.
- (3) Under their agreement, the parties combine efforts to provide services through an integrated service system to children and their families who have been identified as needing assistance and support.
- (4) In 1997, the parties amended their agreement to authorize participation in the Local Collaborative Time Study administered through the Minnesota Department of Human Services [DHS].
- (5) Through their agreement, the parties have supported intervention and prevention activities to initiate a seamless web of services inclusive of health, human services, and education.
- (6) In 2002 in County Contract #02-2257, pursuant to requirements of Minn. Stat. §125A.30, the Agreement was amended to provide for an early intervention committee for children with disabilities ages three to 21 and ACCFC assumed the duties.
- (7) In 2011 the Anoka Area Interagency Early Intervention Committee [AAIEIC] disbanded and the districts have taken on the responsibilities found in Minn. Stat. §125A.30.
- (8) In 2012 the parties updated their agreement to reflect the changes and responsibilities found in Minn. Stat. §125A.30 and entered County Contract #2012-2148.
- (9) The parties wish to update their agreement to reflect the progress and direction of the Council more accurately since the 2012 agreement. This Agreement replaces County Contract #2012-2148.

NOW, THEREFORE, the parties, pursuant to the authority contained in Minn. Stat. §471.59 and §124D.23 agree as follows:

**1. PURPOSE**

- 1.1 This Agreement represents a commitment to work together to provide culturally appropriate programs and services to children and their families that coordinates services across agencies and is client centered. The delivery system shall improve outreach and early identification, coordinate assessments and services across agencies and integrate funding and resources while providing a continuum of services for children birth to age 18, or birth through age 21 for individuals with disabilities.
- 1.2 Activities under this Agreement will be directed to satisfy the requirements of Minn. Stat. §§124D.23, 125A.023 and the Minnesota Department of Human Services Local Collaborative Time Study contract with Anoka County on behalf of the ACCFC.
- 1.2 For purposes of this Agreement, Integrated Service System is defined as a service system which eliminates duplicating or overlapping assessment and intake procedures, improves outreach and strengthens prevention and early intervention for children and their families.

**2. TERM**

- 2.1 This Agreement will take effect upon the date of the final necessary signature and will continue indefinitely until terminated in accordance with the provisions of Section 13. Termination.
  - 2.1.1 The parties agree that on the effective date, this Agreement replaces the parties' Family Services Collaborative, County Contract #2012-2148.
- 2.2 On an annual basis, ACCFC will review the effectiveness of the family services collaborative to determine if ACCFC recommends any modifications to, or termination of, this Agreement.

**3. ANOKA COUNTY CHILDREN AND FAMILY COUNCIL**

- 3.1 The Anoka County Children and Family Council will consist of:
  - 3.1.1. one representative from each School District;
  - 3.1.2 one representative from ACCAP;
  - 3.1.3 one representative from each of the following Anoka County Departments:
    - i. Community Corrections
    - ii. Public Health
    - iii. Community Social Services and Behavioral Health, and
    - iv. Economic Assistance.
  - 3.1.4 County Commissioner; and
  - 3.1.5 up to a maximum of nine (9) parent and community representatives as determined by §3.5.

- 3.2 ACCFC serves as the governing board of this family services collaborative.
- 3.3 Family services collaborative duties are specified in Minn. Stat. §124D.23 subd. 2.
- 3.4 The governing body of each School District will appoint a representative, and may appoint an alternate, to serve on ACCFC as its representative.
  - 3.4.1 The parties agree that representatives appointed should be in a leadership role with the capacity to speak on behalf of the school district.
  - 3.4.2 A governing body may change its appointed representative or alternate at any time.
- 3.5 The Anoka County Board will appoint representatives, and may appoint alternates, to serve on ACCFC as its representative for each of the following County departments: Community Corrections, Public Health, Community Social Services and Behavioral Health, Economic Assistance, and the Anoka County Board of Commissioners.
  - 3.5.1 The Anoka County Board will appoint a County Commissioner to act as a representative for the Anoka County Board of Commissioners.
  - 3.5.2 The parties agree that representatives appointed should be in a leadership role.
  - 3.5.3 The Anoka County Board may change an appointed representative or alternate at any time.
- 3.6 Based on selection recommendation made by ACCAP, the Anoka County Board will appoint the representative for ACCAP.
  - 3.6.1 ACCAP may request that its representative be changed at any time.
- 3.7 Based on selection recommendations made by the ACCFC Management Committee and affirmed by the Council Members who are appointed representatives of the parties, the Anoka County Board of Commissioners will appoint up to nine (9) parent and community representatives.
  - 3.7.1 Appointments made under this Agreement will be for staggered three-year terms up to a maximum of four full consecutive terms.
    - 3.7.1.1 If a vacancy occurs during a representative's term, an appointment will be made for the balance of the term remaining.
  - 3.7.2 Appointment of parent and community representatives should be made on a rotating basis to allow broad community representation described in Minn. Stat. §124D.23.

- 3.8 Except as otherwise specifically provided in this Agreement, ACCFC meetings will follow Robert's Rules of Order.
- 3.9 ACCFC will be co-chaired by one county representative and by one school district representative selected on staggered two-year terms by ACCFC.
  - 3.9.1 The Council shall appoint a County Representative and a School District Representative as vice chairs on alternating years and said vice chairs will rotate into the Chair position for their Agency.
- 3.10 ACCFC may create Standing Subcommittees as statutorily required or requested.
  - 3.10.1 Individuals who are not appointed as a member to ACCFC may be appointed to serve on ACCFC subcommittees.
  - 3.10.2 ACCFC is available to assist, support and nurture its partners to accomplish the directives set forth in Minnesota Statutes Chapter 125A to meet the needs of children with disabilities. The responsibilities to be assumed by ACCFC are specified in Minn. Stat. §125A.027.
  - 3.10.3 Nothing in this Agreement increases or decreases the obligation of Anoka County or the School Districts to pay for education, health care or social services.
  - 3.10.4 Nothing in this Agreement relieves a health plan company, third party administrator or third-party payer of an obligation to pay for or changes the validity of an obligation to pay for, services provided to children with disabilities or their families.
  - 3.10.5 Nothing in this Agreement is intended to alter the responsibilities of any agency or program that is currently providing services to the target population to continue providing and paying for those services.
- 3.11 ACCFC will meet at least quarterly.
  - 3.11.1 These meetings will be scheduled by the co-chairs.
  - 3.11.2 At the discretion of the co-chairs, or upon request of the representatives of three parties to this Agreement, the co-chairs will schedule additional meetings at the call of the co-chairs.
  - 3.11.3 The co-chairs will establish an Agenda which must include a review of the efforts and activities of the Standing Subcommittees.
- 3.12 ACCFC operational decisions will be made by a majority vote of all voting members attending a scheduled ACCFC meeting.

3.12.1 For final approval of the annual budget and plan, a majority of the representatives appointed to represent the participating governmental units to this Agreement must vote to approve.

**4. EXECUTIVE COMMITTEE**

4.1 The Executive Committee for ACCFC will consist of the school superintendent from each School District, the Anoka County Commissioner who chairs the Anoka County Human Services Committee, the ACCAP Executive Director, and the ACCFC Co-chairs.

4.2 The Executive Committee will:

- 4.2.1 Provide policy direction to ACCFC.
- 4.2.2 Review and make recommendations on the budget for ACCFC.
- 4.2.3 Make decisions and recommendations on ACCFC governance.
- 4.2.4 Support ACCFC collaborative activities within their own entities.
- 4.2.5 Voice the long term, county-wide perspective on ACCFC initiatives.

**5. PARTY RESPONSIBILITIES**

5.1 Each of the parties agrees to:

- 5.1.1 Promote a coordinated effort among agencies and staff to achieve maximum culturally appropriate service delivery with the goal of increasing service efficiency and avoiding duplicative procedures.
- 5.1.2 Participate in interagency planning meetings, as appropriate.
- 5.1.3 Assign staff, as appropriate, to participate in multiagency family services planning, a consolidated case management system and other information-sharing activities to assess and develop plans for children and their families.
- 5.1.4 Jointly plan and provide information and access to training opportunities, when feasible.
- 5.1.5 Develop internal policies and cooperative procedures, as needed, to implement the family services collaborative to the maximum extent possible.
- 5.1.6 Comply with the Minnesota Government Data Practices Act and other applicable State and Federal rules and procedures that relate to the use, security, dissemination, retention, and destruction of records.
- 5.1.7 Comply with requirements regarding use of any revenue received through the family services collaborative.
- 5.1.8 Identify resources that can be contributed to the ACCFC integrated fund.

5.1.9 Maintain and supply documentation necessary to assist the fiscal agent in meeting the reporting requirements of the family services collaborative.

**6. LOCAL COLLABORATIVE TIMESTUDY**

6.1 Each eligible party agrees to participate in the Local Collaborative Timestudy [LCTS] under the terms and conditions agreed to in a contract between DHS and Anoka County's Human Services Division, entered by Anoka County on behalf of the family services collaborative.

6.1.1 A party must have executed a subgrant agreement with Anoka County to participate in LCTS.

6.1.2 Each party participating in LCTS agrees to maintain and supply all necessary documentation to meet the reporting requirements of LCTS pursuant to the retention policies as outlined in §9.

6.2 Anoka County will designate an LCTS coordinator to act as the main contact between DHS and the parties and to assist in implementation, training, and on-going participation of the parties in LCTS.

6.2.1 The parties acknowledge that, under the terms of the LCTS project, a portion of revenue generated is retained by DHS and Anoka County to fund costs of administering the project.

6.3 Revenue earned through LCTS will be placed in the ACCFC integrated fund and used by the family services collaborative to expand preventive and early intervention services for children and families.

6.3.1 ACCFC will develop a yearly plan for the expenditure of LCTS funds.

6.3.2 The parties reserve the right to exercise final authority regarding use of funds as permitted to expand services.

6.4 Each of the participating partners agrees:

6.4.1 To provide or continue to provide case management services designed to help families and children access health or health related services or provide case management services for children at risk of foster care and their families.

6.4.2 To participate in the Local Collaborative Time Study under all the terms and conditions agreed to in the contract between the Minnesota Department of Human Services and Anoka County Human Services on behalf of the family services collaborative, Anoka County Children and Family Council.

6.4.3 To maintain and supply all necessary documentation to meet the reporting requirements of the Local Collaborative Time Study.

**7. COUNTY RESPONSIBILITIES**

7.1 Anoka County agrees that its Public Health and Environmental Services Department, Community Corrections Department, Community Social Services and Behavioral Health Department, and Economic Assistance Department will participate in the activities of the family services collaborative.

7.2 Anoka County agrees to act as the fiscal agent for ACCFC.

7.3 Subject to approval by the Anoka County Board of Commissioners, Anoka County agrees to act as the host agency in hiring or contracting for a coordinator for ACCFC programs.

7.3.1 Selection of employees or contracted providers working under the terms of this Agreement will be made by Anoka County in accordance with normal Anoka County personnel practices and in collaboration with designated staff from the School Districts.

7.3.2 Any employees hired under the terms of this Agreement will be subject to the Anoka County Personnel Rules and Regulations, including hours of work, as non-complement employees. Contracted providers shall abide by the terms of the County generated Contract for Services.

7.3.3 Performance reviews and evaluations of employees or contracted providers performing under the terms of this Agreement will be completed by the individual's designated supervisor in conjunction with input information received from administration staff of the School Districts.

7.3.4 Anoka County agrees to provide appropriate space for personnel employed on behalf of ACCFC for ACCFC programs.

7.3.5 Anoka County agrees to maintain records related to services provided by ACCFC personnel, including provision of word processing services and maintenance of files.

7.3.6 Anoka County agrees to provide ongoing supervision of employees or contracted providers and services provided under this Agreement.

**8. INTEGRATED FUND**

8.1 Anoka County agrees to act as the fiscal agent administering the family services collaborative integrated fund known as the ACCFC integrated fund.

- 8.2 Any grant or other funding received by, or on behalf of, ACCFC shall be administered through the ACCFC integrated fund.
- 8.3 ACCFC will direct the use to be made of the ACCFC integrated fund as permitted under the terms of this Agreement and any other applicable laws or funding requirements.
- 8.4 Each party agrees to annually contribute a minimum of one dollar to the ACCFC integrated fund.

**9. AUDIT DISCLOSURE AND RETENTION OF RECORDS**

- 9.1 ACCFC acknowledges that its records, documents, accounting procedures and practices and other papers are subject to examination, duplication, transcription, and audit by the Legislative or State Auditor under Minn. Stat. §16C.05, subd. 5.
- 9.2 ACCFC and its partners agree to maintain all such required records for 7 years.

**10. DATA PRACTICES**

- 10.1 All data collected, created, received, maintained, disseminated, or used for any purpose during performance of this Agreement is governed by the Minnesota Government Data Practices Act, Minnesota Statutes § 13.01 et seq. or any other applicable state statutes and any rules adopted to implement the Act, as well as State and Federal laws on data privacy.
  - 10.1.1 The parties agree to abide by these statutes, rules, and regulations currently in effect and as they may be amended.

**11. NON-DISCRIMINATION/AFFIRMATIVE ACTION**

- 11.1 No person will illegally be excluded, on the basis of race, creed, color, sex, marital status, public assistance status, age, disability, handicap, sexual preference or national origin, from full employment rights in, participation in, be denied the benefits of, or otherwise be subject to discrimination under any program service, or activity which is the subject of this Agreement in accordance with the provisions of any and all applicable federal and state laws against discrimination.

**12. INDEMNIFICATION**

- 12.1 Pursuant to Minn. Stat. § 471.59 subd. 1a (a), the governmental units participating in this Agreement, for purposes of activities undertaken pursuant to this Agreement, shall not be liable for the acts or omissions of any other governmental unit participating in this Agreement. The parties mutually agree to indemnify and hold each other harmless from all claims, demands, and causes of action of any kind or character, including the cost of defense thereof, resulting from the acts or omissions of their respective commissioners,

officers, officials, agents, volunteers, and employees relating to activities conducted under this Agreement.

12.2 By the terms of this Agreement, a party does not waive any limitation of liability available to that party, including, but not limited to, Minn. Stat. Chap. 466.

13. **TERMINATION OR WITHDRAWAL**

13.1 This Agreement will terminate under the following circumstances:

13.1.1 Upon the parties mutually agreeing to terminate the Agreement;

13.1.2 Upon the withdrawal from this Agreement by an essential party required under Minn. Stat. §124D.23 (which requires at least one school district, the county, and the community action agency); or

13.1.3 If sufficient funds are not appropriated, obtained and continued at least at the level relied on for the performance of this Agreement.

13.2 Upon termination of this Agreement, property acquired or surplus moneys remaining will be returned in proportion to contributions of contracting parties pursuant to Minn. Stat. §471.59.

13.3 Any party may withdraw from this Agreement upon 60 days written notice of its intention to withdraw, in the form of a certified copy of a resolution adopted by the governing body of the withdrawing party, delivered to all other parties.

14. **DISBURSEMENT OF FUNDS**

14.1 All funds disbursed by Anoka County or the School Districts pursuant to this Agreement will be disbursed by each entity pursuant to the method provided by law for that entity.

15. **CONTRACTS AND PURCHASES**

15.1 All contracts let, and purchases made pursuant to this Agreement will be reviewed and signed by both co-chairs of the ACCFC and, if requested by the co-chairs, the Anoka County Attorney's Office will assist with any questions. In all other respects, the contracting process shall be made in conformance with requirements applicable to Anoka County.

16. **STRICT ACCOUNTABILITY**

16.1 A strict accounting will be made of all funds and a report of all receipts and disbursements related to this Agreement will be made upon request of any party.

17. **ENTIRE AGREEMENT**

17.1 The entire agreement of the parties is contained herein.

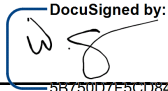
17.2 Any alterations, variations, modifications, or waivers of the provisions of this Agreement will be valid only when they have been reduced to writing and signed by the parties.

18. **SIGNATURES**

18.1 All parties to this Agreement need not sign the same copy of the Agreement.

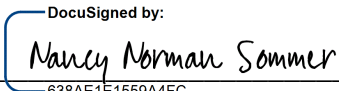
By signing this Agreement, the parties agree to be bound by its provisions.

**COUNTY OF ANOKA**

By:   
Anoka County Administrator

Dated: 5/3/2024

**APPROVED AS TO FORM:**

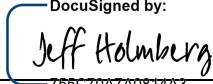
  
Nancy Norman Sommer  
Assistant Anoka County Attorney

**Anoka Hennepin School District #11**

By:   
\_\_\_\_\_  
School Superintendent

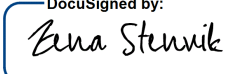
Dated: 4/19/2024

**Centennial School District #12**

By:   
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School Superintendent

Dated: 4/22/2024

**Columbia Heights School District #13**

By:  \_\_\_\_\_  
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School Superintendent

Dated: 4/22/2024

**Forest Lake School District #831**

DocuSigned by:  
By: Steve Massey  
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School Superintendent

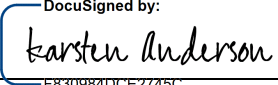
Dated: 4/22/2024

**Fridley School District #14**

DocuSigned by:  
By: Brenda Lewis  
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School Superintendent

Dated: 4/29/2024

**St. Francis School District #15**

By:    
 School Superintendent

Dated: 4/30/2024



**ANOKA COUNTY  
COMMUNITY ACTION PROGRAM, INC.**

By: DocuSigned by:  
*Patrick McFarland*  
\_\_\_\_\_  
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Executive Director

Dated: 5/3/2024