

**DOUGLAS COUNTY MENTAL HEALTH COLLABORATIVE
INTER-AGENCY AGREEMENT**

This agreement made and effective on the date signed by all parties, by and between Douglas County Social Services, Runestone Area Education District, Douglas County Corrections, Douglas County Public Health Nursing Service, and Douglas County Hospital Mental Health Unit, referred to as Douglas County Children's Mental Health Collaborative.

WITNESSETH

WHEREAS all parties are committed to improve the outcomes of Douglas County children, birth to age 21, and their families by developing a comprehensive system of collaborative service delivery to improve the ability of families to meet the needs of their children; and

WHEREAS the parties to this agreement desire a maximum degree of long-range cooperation and administrative planning in order to provide for the safety and security of the county and its children; and

WHEREAS all parties are committed to providing and improving a culturally sensitive, integrated service system to children through improved outreach, early identification, and intervention across systems; and

WHEREAS all parties are committed to improving services through sharing information, eliminating duplication of services, and coordinating efforts; and

WHEREAS all parties mutually agree that sharing resources, where feasible, and training efforts, in particular, may result in improved coordination; and

WHEREAS the Douglas County Social Services is recognized by all parties as the designated fiscal agency for reporting, claiming, and receiving payments; and

WHEREAS all parties shall contribute to the formulation of an annual report to be submitted to the Commissioner of the Minnesota Department of Children, Families, and Learning; and

WHEREAS it is the understanding by all parties that certain rules 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

WHEREAS all parties mutually agree that all obligations as stated or implied in this agreement shall be interpreted in light of and consistently with governing state and federal laws; and

NOW, THEREFORE, in consideration of the following agreements, the parties do hereby covenant and agree to the following:

EACH OF THE PARTIES AGREES TO:

1. Promote a coordinated effort among agencies and staff to achieve maximum culturally appropriate service delivery with the goal of increasing service efficiency.
2. Participate in interagency planning meetings, as appropriate.
3. Assign staff, as appropriate, to participate in multi-agency family services plan staffings, a consolidated case management system, 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 to the maximum extent possible.
6. Comply with the data practices act 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 not otherwise exempt as provided by law.
7. Contribute financially to the establishment and continued operation of this collaborative through the commitment of time and resources.
8. Use any new federal reimbursements to collaborative programs resulting from federal revenue enhancement to expand expenditures for collaborative services to families and children.
9. Appoint persons of decision-making authority to serve as active member participants on the Interagency Services Council.
10. Provide the necessary liability coverage for its own agency/staff when participating in collaborative business.
11. Contribute to the collection of data required to complete the Collaborative's evaluation plan and the state annual progress report.
12. Specify staff to implement this agreement, monitor its implementation, and negotiate any future changes.

DOUGLAS COUNTY SOCIAL SERVICES AGREES TO:

1. Accept responsibility as the designated fiscal agency for reporting, claiming and receiving payments from the parties, participating organizations, and state and federal funding sources.
2. Develop and maintain an accounting and financial management system to account for all contributions received by and from the parties hereto, and participating organizations, and any monies received from private individuals, foundations, non-profit funding groups, and state or federal grants, and create a clear audit trail for such monies received and their expenditure by the Collaborative.

3. Develop, in cooperation with appropriate agencies who are parties to this agreement, a written inter-agency plan to determine the procedures to take when a child is identified as needing coordinated services.
4. Request protected information only for the purposes of assessment or the provision of service delivery.
5. Develop, in cooperation with appropriate agencies who are parties to this agreement, written inter-agency plans to determine policies and procedures pertinent to multi-agency programs developed within the realm of the collaborative established by this agreement.
6. Provide technical assistance and resource personnel as provided through contracts and other agreements.
7. Serve as an active participant on the Interagency Services Council.

THE RUNESTONE AREA EDUCATION DISTRICT AGREES TO:

1. Designate the contact person to be responsible for receiving confidential information and inform all parties as to the Director's designee.
2. Request confidential information only for the purpose of assessment, placement, or the provision of service delivery.
3. Identify those persons designated by the Director as authorized to receive confidential information and inform pertinent representatives of the names of those individuals.
4. Ensure that confidential information obtained is disseminated only to appropriate personnel and carries an appropriate warning regarding the reliability, confidentiality, and control of further dissemination. Appropriate internal written policies will be adopted.
5. Share information on student achievement and behavioral and attendance history for the purpose of assessment and treatment with parties to this agreement, as appropriate.
6. Develop, in cooperation with agencies who are parties to this agreement, written inter-agency plans to determine policies and procedures pertinent to multi-agency programs developed within the realm of the collaborative established by this agreement.
7. Serve as an active participant on the Interagency Services Council.

DOUGLAS COUNTY DEPARTMENTS OF PUBLIC HEALTH, CORRECTIONS, AND MENTAL HEALTH UNIT AGREE TO:

1. Develop, in cooperation with appropriate agencies who are parties to this agreement, a written inter-agency plan to determine the procedures to take when a child is identified as needing coordinated services.
2. Request protected information only for the purposes of assessment or the provision of service delivery.

3. Share information for the purpose of assessment and treatment with parties to this agreement.
4. Develop, in cooperation with appropriate agencies who are parties to this agreement, written inter-agency plans to determine policies and procedures pertinent to multi-agency programs developed within the realm of the collaborative established by this agreement.
5. Provide technical assistance and resource personnel as provided through contracts and other agreements.
6. Serve as an active participant in the Interagency Services Council.

THE COLLABORATIVE AGREES TO:

1. Develop written policies and procedures for its operation.
2. Develop procedures to identify families who need coordinated collaborative services through the use of multi-agency family service staffings and a consolidated case plan management system.
3. Develop internal policies and procedures, as needed, for implementation.
4. Monitor and document in-kind contributions from all parties to this agreement.
5. Provide information, access training opportunities and technical assistance for the staff of the individual parties and participating organizations to facilitate the purposes of the collaborative, its contracts and agreements.
6. Comply with the Minnesota Data Practices Act and other applicable laws, rules and procedures that relate to the use, security, dissemination, retention and destruction of records; and maintain confidentiality of information that is not otherwise exempt as provided by law.
 - a. Ensure that confidential information obtained is disseminated only to appropriate Parties and Participating Organizations, and that such information carries an appropriate notice regarding the confidentiality and further dissemination of the information.
 - b. Share information about families and individuals for the purpose of providing services, assessment, investigation, and treatment by and among the parties of the Collaborative.
7. Apply for and use state and federal funds to expand the Collaborative's services to families.
8. Provide an annual report on the progress of the Collaborative to all Interagency Service Council members. This report shall include, but not be limited to: finance, service delivery, governance, and information management updates.

TERM OF AGREEMENT:

This agreement shall be in effect as of the date the agreement is signed by the majority of the parties and shall continue in effect unless otherwise modified. All parties are bound to this agreement when signing.

INTERAGENCY DISPUTES:

1. Staff from the grieving agency shall provide a written notice of conflict to the Interagency Services Council that identifies the conflict, proposed action, and a summary of factual, legal, and policy grounds.
2. A written response, which includes proposed solutions to the conflict, shall be provided by the Interagency Services Council within 45 days of receipt of the notice of conflict.
3. Upon resolution of the conflict, a joint communication so indicating will be developed and disseminated by a representative from each agency.
4. Should further action be required, a report from the Interagency Services Council will be submitted to the agency heads for resolution.
5. Upon resolution of the conflict, a joint communication so indicating will be developed and disseminated by each agency head.

Should the preceding steps not resolve the conflict, the parties may waive formal administrative proceedings and adopt a method of alternative dispute resolution by mutual consent.

MODIFICATION OF AGREEMENT:

Modification of this agreement shall be made only by the consent of all parties. 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 parties.

TERMINATION - DISPOSAL OF SURPLUS FUNDS AND PROPERTY:

Upon termination of this Agreement, all personal and real property held by or in the name of the Collaborative will be distributed by resolution of the Interagency Services Council in accordance with law and in a manner to best accomplish the continuing purposes of the Collaborative. As provided by law, any surplus monies will be returned to the Parties in proportion to contributions of the Parties after the purpose of the Agreement has been completed.

OTHER INTERAGENCY AGREEMENTS:

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

SIGNATURES OF PARTIES TO THIS AGREEMENT:

Michael Wood Date: 02-01-01
Douglas County Social Services

Donna Steffen, Interim Co-Director
Selen Stapholt, Interim Co-Director Date: 2-01-01
Douglas County Public Health Nursing Services

Bonnie Halen Date: 2-01-01
Runestone Area Education District

[Signature] Date: 2-01-01
Douglas County Corrections

Maryann Rollie Date: 02/01/01
Douglas County Hospital Mental Health Unit