

Le Sueur County Family Services Collaborative

Interagency Agreement

This Agreement is made and entered into effective the date executed and signed by all parties hereto, by and between Le Sueur County Human Services, Le Sueur County Public Health; Le Sueur County Court Services; Minnesota Valley Action Council; Independent School District No. 2905 [Tri City United]; Independent School District No. 2397 [Le Sueur-Henderson]; Independent School District No. 2143 [Waterville-Elysian-Morristown]; Independent School District No. 391 [Cleveland] and the County of Le Sueur, all hereinafter collectively known and referred to as "Le Sueur County Family Services Collaborative", **WITNESSETH;**

WHEREAS, Minn. Stat 121.8355 permits public and private child-serving agencies to come together by mutual agreement to establish a family services collaborative to establish an integrated children's service system; and

WHEREAS, The Parties recognize that children's needs cross over the boundaries of the categorical agencies and that the delivery of services is enhanced by coordinating across traditional systems; and

WHEREAS, The Parties agree that an integrated system build upon existing agencies and the redefining relationships among agencies provides a multiple discipline approach, eliminates duplication of services and more efficiently utilizes each agency's expertise; and

NOW THEREFORE, in consideration of the mutual agreements combined herein, all participating Parties do hereby establish the **Le Sueur County Family Services Collaborative**, hereinafter referred to as the "Collaborative", and do agree as follows:

Section 1: Purpose of the Collaborative

The Parties enter into this Agreement for the purpose of improving the social, emotional, educational and economic outcomes of all Le Sueur County children, adolescents and their families by mitigating risk factors and enhancing protective factors and for the purpose of creating an integrated service delivery system for children, adolescents, and their families with multiple and special needs. The Parties shall found the Collaborative on the latest knowledge and best practices available in relevant professional fields and service delivery approaches. The Collaborative shall not function as a service provider but shall perform activities that coordinate supports and services such as: common intake; common assessment; common care planning; care coordination; standards setting and outcomes evaluation. The Collaborative shall neither replace nor duplicate existing agencies, but shall recreate relationships among them.

Section 2: Population to be Served and Service Delivery Model

A. **Population to Be Served:** The Collaborative shall serve children from Prenatal through age 18 and their families who are at risk of needing coordinated multi-agency services and supports. Need for services and supports shall be determined and developed by the Collaborative and/or 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, self-care and recreation. A family to

be served shall be defined, minimally, as the child's primary adult caretakers) and other children with whom the child is residing. A family may include biological, step, adoptive, custodial, or non-custodial parents; biological, step, or adoptive siblings or other minors with whom the child is residing.

B. Service Delivery Model: The service-delivery model shall be the "wraparound process", defined as intervention that is developed by an interdisciplinary team and that is based on the child and family's strengths and the resources of the child's community that are cost-effective, needs-driven, unconditional, culturally competent and include the delivery of highly individualized informal supports and formal services.

Section 3: Composition of the Collaborative's Decision-Making Bodies

A. Care Planning Team: The package of services and supports to be provided to a specific child or family shall be determined by a "care planning team" under the direction of the Child and Family Council Executive Committee Chairperson. Such service decisions shall include expenditure decisions. A facilitator assigned to a family by the Child and Family Council Screening Committee Chairperson shall work with the family to compose a Care Planning Team. The composition of each Care Planning Team shall be tailored to meet the needs of the child or family being served. The Team shall be composed of a team facilitator, professionals who are, or have been, involved with the family; non-professionals who know the family or who have access to informal resources; the child, when appropriate; and at least one parent, caretaker, guardian, or trustee of the child. A parent may be either an adoptive or a biological parent and may be either a custodial or a non-custodial parent. The family may select any person from inside or outside the local system of care to serve on the Team as a member and/or advocate.

B. Executive Committee: Design and policy oversight authority for the integrated service system to be operated by the Collaborative shall reside with the Executive Committee. The Executive Committee shall exercise expenditure authority. Composition of the Executive Committee shall be determined by the Governing Board and shall represent both agencies of the formal system of care and brokers of informal resources as needed to represent community resources available to strengthen and support families.

C. Governing Board: Legal authority of the Collaborative shall be exercised by the Le Sueur County Family Services Collaborative Governing Board, hereinafter referred to as the "Board". The Board shall exercise revenue authority. The Board shall be composed of one member and alternate from the Le Sueur County Board of Commissioners; one member and alternate from Human Services, Court Services, Public Health; one member and alternate from the School Board of each participating school district; two members and an alternate from the Child and Family Council and one member and alternate from each organization - public or private - that contributes monetary or in-kind resources to the Collaborative's integrated fund. Appointments of members and alternates to the Board shall be determined by a process established by each represented entity.

Section 4: Powers and Duties of Collaborative Decision-making Bodies

The powers and duties of this Agreement shall be carried out by the Governing Board, the Executive Committee, Child and Family Council Screening Committee Chairperson, and Care Planning Teams

defined below. In general, the Board shall function as the purchaser of supports, interventions and services. The Executive Committee shall function as the coordinator of the provider system and act, day to day, via the Child and Family Council Screening Committee Chair and Care Planning Teams.

A. The Care Planning Teams Shall:

1. Assess the type and frequency of supports and services needed based on the child's and family's strengths and needs.
2. Develop highly individualized and coordinated care plans via the "wraparound" process. Teams shall base care plans on a child's and family's strengths, culture, values and preferences. Teams shall balance care plans between formal services and informal supports and resources. Plans must be consistent with financing criteria established by the Executive Committee and are subject to oversight and review by the Child and Family Council.
3. Authorize and incur expenses for the provision of supports and services according to the care plan.
4. Monitor progress toward achieving outcomes stated in the care plans and assure that authorized services are provided.
5. Create a respectful atmosphere that is conducive to an equal decision-making role for parents, caretakers, or guardians in the planning of supports, interventions, and services for the children and family.

C. The Executive Committee Shall:

1. Develop a common vision of how the local system of care should serve the Target Population, including a collaborative planning and development process and timetable.
2. Establish data practices guidelines for the collaborative staff regarding the collection, creation, reception, maintenance, dissemination, and/or use of private data regarding individuals.
3. Establish procedures for appeals, due process, and client-to-client mediation.
4. Establish policies for use of the Integrated Fund including setting criteria for financing of supports, services and interventions included in individual plans of care for which no funding source exists.
5. Adopt an operation (expenditure) budget based on revenues assigned by the Governing Board.
6. Evaluate performance of Collaborative Staff.
7. Supervise Fiscal Agent staff with regard to collaborative duties.
8. Oversee the collection and reporting of data by the Fiscal Agent and ensure collection of data as necessary for the maintenance of records, coordination of service provision, performance and outcome evaluation; periodic reports to the Parties and mandated reports to local, state, or federal governments.
9. Establish teams, which focus resources on a specific goal or responsibility of the Collaborative.

10. Conduct an annual compensation process evaluation.
11. Specify priorities regarding provision of parent and professional development and cross-training opportunities to support systems change.

D. The Governing Board Shall:

1. Define the scope of the system to be established.
2. Oversee the integrated Fund, as established by Section 6 of this Agreement.
3. Negotiate Integrated Fund contributions from each Party in accordance with a specified work product to be provided.
4. Approve an annual revenue budget at its annual meeting by approval of three-quarters of those in attendance who are eligible to vote. Such revenue budget shall account for all resources available to the Collaborative, both monetary and in-kind. Such budget also shall show both the joint checking account and the holding company account, as provided in Section 6-D.
5. Select a Fiscal Agent from among the Parties of this agreement.
6. Through its fiscal agent, receive funds contributed by Parties to the Agreement and funds from the State of Minnesota, the federal government and from any lawful governmental or private source, including gifts.
7. Apply for and accept grants, gifts, loans, and other assistance from any lawful source.
8. Through its Fiscal Agent, expend funds and enter into contracts for the purposes described in this Agreement and in accordance with the operating budget approved by the Executive Committee.
9. Evaluate Collaborative fiscal performance to ensure accountability for efficient and effective use of public funds and oversee client outcomes.
10. Notify all Parties at least one fiscal quarter before the beginning of each fiscal year of any anticipated additional financial expenses for the forthcoming year.
11. Adopt by-laws on operating procedures.

E. The Fiscal Agent shall:

- a. Establish and maintain the joint checking and holding company Accounts.
- b. Receive and maintain funds assigned by the Governing Board.
- c. Receive and maintain local, state and federal grant dollars, cash, and charitable contributions.
- d. Disperse funds at the direction of the Executive Committee Chair.
- e. Account for revenues and expenditures and produce appropriate financial statements,
- f. Provide reports as required by state and federal agencies.
- g. Designate a staff person for Collaborative duties who shall report to the Executive Committee.

h. Prepare periodic financial reports to the Board.

Section 5: Duties of Parties

A. The Le Sueur County Board of Commissioners Agrees to:

1. Designate one member to the Collaborative Governing Board.
2. Assign staff to the operation of the integrated service system as needed to accomplish the mission of the Collaborative.
3. Participate in programs and projects operated by the Collaborative.
4. Assign to the Integrated Fund an amount specified in Section 6-H of this Agreement.
5. Require public health and corrections agencies to participate in the Local Collaborative Time Study under terms and conditions agreed to between the County and the Minnesota Department of Human Services and to contribute earnings to the Integrated Fund.

B. The Boards of Independent School Districts - Le Sueur-Henderson; Waterville-Elysian-Morristown; Cleveland and Tri-City United, Individually Agree to:

1. Designate one member(s) to the Executive Committee and Collaborative Governing Board.
2. Assign staff to the operation of the integrated service system as needed to accomplish the mission of the Collaborative.
3. Participate in programs and projects operated by the Collaborative.
4. Assign to the Integrated Fund an amount specified in Section 6-H of this Agreement.
5. Require public health and court services agencies to participate in the Local Collaborative Time Study under terms and conditions agreed to between the County and the Minnesota Department of Human Services and to contribute earnings to the integrated Fund.

C. The Le Sueur County Human Services Agency Agrees to:

1. Assign staff to the Executive Committee and Governing Board.
2. Assign staff to the operation of the integrated service system as needed to accomplish the mission of the Collaborative,
3. Participate in programs and projects operated by the Collaborative.
4. Serve as Fiscal Agent for the Integrated Fund, establish a special fund for execution of fiscal agency duties, and generate monthly financial reports.

E. The Le Sueur County Public Health Agency Agrees to:

1. Assign staff to the Executive Committee and Governing Board.
2. Assign staff to the operation of the integrated service system as needed to accomplish the mission of the Collaborative.

3. Participate in programs and projects operated by the Collaborative.
4. Participate in the Local Collaborative Time Study under Terms and Conditions agreed to with the Minnesota Department of Human Services and contribute earnings to the Integrated Fund.

F. The Le Sueur County Court Services Department Agrees to:

1. Assign staff to the Executive Committee and Governing Board.
2. Assign staff to the operation of the integrated service system as needed to accomplish the mission of the Collaborative.
3. Participate in programs and projects operated by the Collaborative.
4. Participate in the Local Collaborative Time Study under Terms and Conditions agreed to with the Minnesota Department of Human Services and contribute earnings to the Integrated Fund.

G. The Minnesota Valley Action Council Agrees to:

1. Assign staff to the Executive Committee and Governing Board.
2. Assign staff to the operation of the integrated service system as needed to accomplish the mission of the Collaborative.
3. Participate in programs and projects operated by the Collaborative.

Section 6: Collaborative Finances and Integrated Fund

A. The parties agree to establish an Integrated Fund for the purposes of financing individualized care plans and increasing the flexibility of funding sources. The Integrated Fund will be used to purchase supports, interventions, and services for children and families in the Target Population, to coordinate the provision of supports, interventions, and services, and to operate the Collaborative.

B. Parties agree that the Integrated Fund shall be under the direct control of the Governing Board and shall be administered, under the Board's control, by such fiscal agent, as the Board shall choose.

C. The Integrated Fund shall consist of both monetary and in-kind resources to which a monetary value shall be assigned by agreement between the contributor and the Governing Board.

D. Parties agree that the Integrated Fund shall constitute a single financial statement consisting of two accounts: The "service delivery account" shall be a joint checking account held in the name of the Collaborative separately from the Parties. The "administration account" shall show resources separately held by each Party in clearly distinct cost centers.

Resources so maintained shall be administered by each holding Party but be subject to control of the Governing Board.

E. The Service Delivery Account shall contain local service dollars contributed by the Parties and designated for the provision of supports, interventions, and services to the Target Population, including direct provision of services; purchase of service contracts; service coordination activities; informal support activities; and Collaborative administrative activities. The fiscal agent shall administer this account

F. The Administrative Account shall show the value of the Parties' in-kind administrative activities and the value of the Parties' employees assigned to Collaborative service delivery and coordination activities. Resources in this account shall be designated for Parties' staff-provided administrative activities and for Parties' staff-provided direct services.

Each Party shall administer its own cost center.

G. Grants and contribution to the Collaborative shall be maintained by the fiscal agent in the joint Service Delivery Account and shall not be considered as contributions from any particular Party or Parties.

H. This schedule of contributions shall be renegotiated each year, approved at the annual meeting, and be incorporated into the Agreement by attached Supplement.

I. Parties shall make four equal payments of their Integrated Fund contributions as defined in section 6-H, above, on the first day of the first month of each fiscal quarter (January 1, April 1, July 1, and October 1).

J. No Party shall be required to encumber any amount exceeding that set forth in section 6-H. However, 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.

K. Funding for the Collaborative will initially exist in the form of a grant from the State of Minnesota. As this source of revenue declines, the parties will seek new areas of funding including third-party sources.

Section 7: Personnel

A. Staff employed by any Party and assigned to Collaborative duties shall report to the Administrator with respect to those duties. Employees shall remain within the compensation and job classification structure of the employing Party except insofar as the Collaborative may choose to supplement compensation. Benefits as provided by the employer Party shall be retained, including employee health plan and contributions, retirement plans and contributions, liability insurance, and workers' compensation insurance. This paragraph shall apply to the Administrator, if retained as an employee of any Party, except that the Administrator shall report to the Board.

B. Staff hired by the Collaborative shall report to the Administrator, except in the case of the Administrator who shall report to the Board.

Compensation and benefits shall be determined by the Administrator in consideration of attracting the best-qualified candidates and of equity among staff. Compensation and benefits for a Collaborative Administrator hired in this manner shall be determined by the Board.

Section 8: Data Practices and Procedures

A. All Parties agree to establish data practices that conform to state and federal statutes and rules regulating data, particularly the collection, creation, receipt, maintenance, or dissemination of private data on individuals as defined and regulated by the Minnesota Government Data Practices Act, Minnesota Statutes, Sect. 13, and or any other applicable state or federal laws. Parties further

agree to establish practices for student data that conform to the federal Family Education Rights and Privacy Act of 1974 (FERPA). Such data practices shall, at minimum, include the provisions defined below in Sect 8.B. through 8.K.

B. The Parties designate the Collaborative Administrator as the Responsible Authority pursuant to the Minnesota Government Data Practices Act, as the individual responsible for the collection, reception, maintenance, dissemination, and use of any data on individuals; pursuant to the Agreement and for the training of employees with regard to data practices.

C. Parties agree to permit client families to consider the benefits of maintaining their privacy against the benefits of permitting disclosure of information in order to expedite the receipt of services and enable coordination among providers.

D. Parties agree to present a clear written or verbal Tennessee Warning, as provided in Minn. Stat., Sect 13.04, Subd. 2, to a client prior to asking the client to provide private or confidential information about her/himself or her/his minor children. Such notice describes what uses will be made of the information and the identity of other persons and entities authorized to receive the information from the collecting agency.

Parties further agree that any employee or volunteer who issues a verbal Tennessee Warning shall, as a general practice, make note of such issuance in the receiver's case file. Parties further agree that Collaborative entities shall obtain the client's signature on a written Tennessee Warning at the first face-to-face meeting following issuance of a verbal Tennessee Warning.

E. In instances when Collaborative entities need to use or disseminate client data in a manner different from that described to the client in the Tennessee Warning, the Parties shall obtain the written informed consent of the subjects of the data. The test for such need shall be whether the information sharing would result in a clear benefit to the child or family. Information sharing solely for the convenience of the Collaborative or its Parties shall not be deemed necessary. An exception to the "written informed consent" rule shall be made where immediate concerns exist regarding the safety or health of a child, such as a medical or child protection emergency. Parties further agree to promote information-sharing practices among employees that are consistent with the Collaborative service philosophy, namely that obtaining a family's informed consent is fundamental to maintaining a parent-professional partnership. Parties further agree that maintaining such parent-professional partnerships minimizes the risk of claims arising from the use or exchange of information on families.

Parties further agree to use a consent form that specifies:

- Which agency is authorized to release data about the subject;
- The nature of the information to be disclosed;
- The persons or agencies to whom the subject is authorizing disclosure;
- The purposes for which the information may be used by any of the receiving parties; and
- The expiration date of the consent agreement which may not be more than one year.

F. Parties who are political subdivisions may execute contracts with non-governmental parties and with service providers in order to provide for the exchange of private data on individuals. Contracts shall be in consideration of more efficient coordination of services to mutual clients. Contracts shall

be consistent with all provision of this section and with the Minnesota Government Data Practices Act.

G. Parties agree to restrict client data access to only individuals whose work assignments reasonably require access and, then, permit access only to specific records required to perform those assignments. Parties further agree that judgement about which individuals have the need to see information shall be made by the Collaborative Administrator in conjunction with a designated individual from any Party that is asked to release private data on individuals. Parties further agree that access to all electronic records on individuals by any and all staff shall be restricted by way of individual passwords, which permit access consistent with this paragraph.

H. The Parties understand and agree that pursuant to federal law, a school district may not, as a general rule, release any information about a student to anyone else, including other members of a Collaborative, unless the parent (or student if the student is 18 years of age) has consented to the release. Parties further agree to ensure that any information about a minor that the minor shared with any Collaborative entity on the condition that it be restricted from access by the minor's parents, in accordance with M.S. Sect. 13.02, Subd. 8, shall not be shared with any other Collaborative entity where the possibility exists that such information could be entered into the minor's educational record and thus, according to federal law, become accessible to the minor's parents without exception.

I. The Parties understand and agree that an agency that is subject to the Data Practices Act but is not a county social service agency, a public health agency, or a school district does not need the client's informed consent to release client data to another individual within the agency who has been identified by the agency as needing the data in order to do his/her job. However, as a general rule, such agencies must obtain informed consent in order to release data to agencies outside of the Collaborative.

J. The Parties understand and agree that a Collaborative member who is not subject to the Data Practices Act may collect and use client data as permitted by the laws, codes of professional conduct, ethical standards, and by-laws applicable to the agency. However, the Parties agree that the data practices of such agencies with regard to children and families served by the Collaborative shall conform to the provisions of this Section and be consistent with commitments and promises made to clients.

K. The Parties agree to provide training to pertinent staff and managers on the requirements of state and federal data practices law, on the provisions of this section, and on the data practices adopted by the Collaborative.

Section 9: Insurance and Indemnification

A. Insurance

1. Parties agree to protect the Collaborative from loss due to liability claims by applying for membership in the Minnesota Counties Insurance Trust. Membership shall include protection for (1) workers' compensation and (2) property and casualty including: general liability, errors and omissions, professional liability, auto liability, and product liability.

2. Covered parties shall include any individual engaged in the activities of the Collaborative including but not limited to: signatories to the governance agreement; members of the governing board or any advisory committee, council, or task force; staff employed by the Collaborative; staff employed by a Party and assigned to the Collaborative; volunteers; parents and consumers while performing duties for the Collaborative; or any other individual not affiliated with an insured organization while performing Collaborative duties.

3. It is understood and agreed that the liability shall be limited by the provisions of Minn. Stat Ch. 466 (Tort Liability, Political Subdivisions) and other applicable law and that such liability limits shall apply to any and all signatories to the Agreement and to any and all individuals while performing duties for the Collaborative.

4. Parties agree to evaluate the costs and benefits of providing and employee health plan, either through optional coverage from the Minnesota Counties Insurance Trust or another source.

5. Parties agree not to waive the provisions of this section.

B. Mutual Indemnification

1. In any instance in which mutual liability coverage is unavailable or inapplicable, each Party shall be liable for its own acts to the extent provided by law and hereby agrees to indemnify, hold harmless, and defend each other, its officers, employees, and volunteers against any and all shall liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the other, its officers, employees and volunteers may hereinafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of the Party, its agents, servants, employees or volunteers, in the execution, performance, or failure to adequately perform its obligations pursuant to this Agreement

Section 10: Dispute Resolution

A. In the event of a disagreement between two or more Parties to this Agreement, Parties agree to abide by the following dispute resolution protocol:

1. Step One: The grieving Parties will attempt to work out the dispute through informal communication.

2. Step Two: The grieving Parties will notify members of the Governing Board in writing of the nature of the dispute and request the Board to hear the dispute at its next regular meeting and seek resolution at the meeting. Discussion shall comply with the state's Open Meeting Law, Minn. Stat, Sect. 471.705

3. Step Three: If resolution is not achieved at the meeting described in Step Two, the Board shall take the matter under advisement and, at its following regular meeting, recommend a resolution to the grieving Parties, who must decide whether to accept the recommendation.

4. Step Four: The grieving Parties will submit the dispute to mediation by a neutral third party. The Governing Board will be a separate party to the mediation. The cost of mediation shall be equally distributed among grieving Parties.

5. Step Five: The grieving Parties will submit the dispute to binding arbitration. The cost of arbitration shall be equally distributed among grieving Parties.

6. Step Six: Upon resolution of the dispute, a joint communication will be issued to all affected parties.

B. Contracts between the Collaborative and service providers must include dispute resolution provisions whenever feasible.

C. Parties agree that if any Parties fails to perform any of the duties in this Agreement, including failure to make quarterly payments to the Integrated Fund within 30 days of the established payment date, the Governing Board may, in lieu of terminating this Agreement, withhold service or administrative reimbursements from the Integrated Fund in the amount of \$100.00 per day commencing 10 days after the date of failure to perform.

D. Parties agree that families receiving services or supports from the Collaborative are key decision makers in all actions and decision makers in ail actions and decisions regarding their children. However, in the event of a dispute between the Collaborative and a family receiving services or supports from the Collaborative, the Parties to this Agreement will abide by the following dispute resolution protocol:

1. Step One: Any Collaborative staff, board member, advisor, or volunteer, upon learning by verbal or written means about any substantial grievance of a family being served by the Collaborative, its personnel, or the actions of the Collaborative or its personnel, must notify the Family Care Planning Team and the Administrator.

2. Step Two: The Family Care Planning Team will invite the Family to a meeting of the Team within 20 days to describe the nature of the grievance. The family may invite an advocate or advocates of its choice. Either the family or the Team may invite any third party that is believes may facilitate resolution. The Team will attempt to resolve the grievance informally.

3. Step Three: Either the family or the Collaborative may request mediation by a neutral third party agreeable to alt parties to the dispute. Participation in mediation is voluntary for all parties. Mediation must be completed within 20 days. Results of the mediation become binding and services and supports so agreed upon become part of the individualized care plan.

For the purposes of this Section, "family" means:

- A child over age 16 who has requested service or is being served by the Collaborative;
- The parents - including a natural parent (either custodial or non-custodial), adoptive parent, or foster parent - of a child who has requested service or is being served by the Collaborative;
- A caretaker, guardian, trustee or other legal representative with written permission to represent the child or family.

Nothing in-this protocol restricts a family's due process rights under rule or law.

Section 11: Time Period of Agreement

The term of this agreement is for the period of time from the date signed unless amended as provided herein.

Section 12: Amendments to the Agreement

A. Except as provided in Section 12-B, below, this Agreement may be amended only by the agreement of two-thirds of the participating Parties. Notice of any proposed amendment must be provided in writing to all participating Parties at least thirty days in advance of the Governing Board meeting prior to the effective date of the proposed amendment.

B. Annually-renegotiated Integrated Fund contributions shall be deemed to be incorporated into this Agreement by attached Supplement.

Section 13: Withdrawal and Termination

A. Any Party may withdraw from this Agreement by passage of a resolution by its governing board declaring its intent to withdraw on a specific date, which date shall not be less than 180 days from the date of resolution and receipt of that resolution by the Collaborative Governing Board.

B. Where a Party exercises its option to withdraw, the withdrawing Party shall remain liable for fiscal obligations incurred 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 contributions made to the Integrated Fund or other fees paid to operate the Collaborative.

D. Notwithstanding Parties authority to withdraw, this Agreement and the Board and Council created thereby shall continue in force until all participating Parties mutually agree to terminate this Agreement by joint resolution of the Parties, or until necessitated by law or decision of a court of competent jurisdiction. After the effective date of termination, the Board shall continue to exist for the limited purpose of discharging the Collaborative's debts and liabilities, settling its affairs, and disposing of Integrated Fund assets, if any.

Section 14: Disposal of Surplus Funds and Property

Upon termination of the Agreement, all personal and real property held by or in the name of the Collaborative will be distributed by resolution of the Governing Board 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 the contributions of the Parties after the purpose of the Agreement has been completed.

Section 15: Severability

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

Section 16: Access to Books and Records

In accordance with Minn. Stat. Section 16B.06, Subdivision 4, each Party agrees to make its books and records retaining to its performance under this Agreement available to each other Party, and to keep such documentation for three years following termination of this Agreement.

Section 17: Effective Date

This Agreement shall be effective when adopted by all Parties.