

# **Adams County Collaborative Management Program (ACCMP) Bylaws**

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Prepared by ACCMP Bylaws Subcommittee

ARTICLE I NAME..... 4

ARTICLE II MISSION ..... 4

ARTICLE III AUTHORITY..... 4

ARTICLE IV MEMBERS..... 4

    Section 1. Membership Composition..... 4

    Section 2. Membership Admission Procedure..... 5

    Section 3. Membership Requirements and Duties ..... 5

    Section 4. IOG Member Resignation..... 6

ARTICLE V VOTING..... 6

    Section 1. Quorum ..... 6

    Section 2. Mandatory Members ..... 6

    Section 3. Non-Mandatory Members ..... 6

    Section 4. Guests..... 6

    Section 5. Election of Co-Chairs and At-Large Executive Committee Members..... 7

    Section 6. Conflict of Interest ..... 7

    Section 7. Dispute Resolution ..... 7

ARTICLE VI EXECUTIVE COMMITTEE..... 7

    Section 1. Composition and Purpose of the Executive Committee ..... 7

    Section 2. Executive Committee Member Terms ..... 8

    Section 3. Presiding Officers ..... 8

    Section 4. Co-Chair Powers and Duties..... 8

    Section 5. Vacancy in the Chair or Vice Chair Office..... 8

    Section 6. Executive Committee At-Large Members Roles & Responsibilities..... 8

    Section 7. Executive Committee Meetings ..... 9

    Section 8. Business Between Meetings ..... 9

ARTICLE VII SUBCOMMITTEES..... 9

ARTICLE VIII OPEN RECORDS ..... 9

ARTICLE IX AMENDMENT OF THE BYLAWS ..... 9

ARTICLE X SERVICES..... 10

    Section 1. Individualized Service and Support Team (ISST) Description..... 10

    Section 2. Prevention Programs..... 10

    Section 3. Target Population..... 10

ARTICLE XI FUNDING ..... 10

Section 1. Incentive Funds ..... 10

Section 2. Waivers..... 11

ARTICLE XII COLLABORATIVE MANAGEMENT PROCESSES..... 11

Section 1. Risk Sharing ..... 11

Section 2. Resource Pooling..... 11

Section 3. Performance Expectations ..... 11

Section 4. Outcome Monitoring ..... 12

Section 5. Staff Training ..... 12

ARTICLE XIII COLLABORATIVE MANAGEMENT GOALS ..... 12

Section 1. Reduce Duplication and Eliminate Fragmentation ..... 12

Section 2. Increase Quality, Appropriateness, and Effectiveness..... 12

Section 3. Encourage Cost Sharing..... 13

ARTICLE XIV PERFORMANCE MEASURES SFY23-24..... 13

ARTICLE XV PROCESS MEASURES 2SFY3-24 ..... 13

ARTICLE XVI CONFIDENTIALITY COMPLIANCE..... 13

ARTICLE XVII TERMINATION OF THE MOU..... 14

# ARTICLE I

## NAME

The name of this Interagency Oversight Group (IOG) shall be Adams County Collaborative Management Program (ACCMP).

# ARTICLE II

## MISSION

To support children, youth, and families in Adams County with a partnership that is focused on prevention, intervention, elevating family voices, and streamlining access to community resources.

# ARTICLE III

## AUTHORITY

In response to House Bill 1451 and recognition among Adams County citizens for the need to reduce duplication and fragmentation of services, increase collaborative decision-making and combine resources in the most effective way, the Adams County Collaborative Management Program (ACCMP) was established. ACCMP is governed by the Interagency Oversight Group (IOG) comprised of appointed officials from the state, county, and municipal government and other youth and family services and juvenile justice agencies. The IOG's authority comes from the agreement of a common purpose among the independent entities on the IOG. The business and affairs of the IOG shall be staffed by the Adams County Collaborative Management Program Supervisor for Adams County.

# ARTICLE IV

## MEMBERS

### Section 1. Membership Composition

Mandatory members of the IOG as required by statute include:

- Adams County Health Department
- Adams County Human Services Department
- 17<sup>th</sup> Judicial District Probation Department
- 17<sup>th</sup> Judicial District Court
- Adams 12 Five Star School District

- Brighton School District 27J
- Mapleton School District
- Adams County School District 14
- Westminster Public Schools District
- Community Reach Center, Mental Health Center
- Colorado Access, Regional Accountable Entity (RAE)
- Division of Youth Services (DYS)
- Signal Behavioral Health Network, Managed Services Organization for the Treatment of Drugs and Alcohol (MSO)
- Family Tree Colorado, Inc., Community Domestic Abuse Program

Non-mandatory members of the IOG include:

- Parent Representative/Advocate
- Colorado Youth Detention Continuum (CYDC), Trestle Programs, Inc.
- 17<sup>th</sup> Judicial District Adams County District Attorney's Office (Diversion)
- Early Childhood Partnership of Adams County
- A Precious Child

## Section 2. Membership Admission Procedure

A stakeholder analysis will be completed annually in November to determine if and which additional community partners should be invited to apply to join as a Non-Mandatory Member.

Non-Mandatory Member applications shall be made to the Executive Committee of the IOG. The Executive Committee shall review applications and the Co-Chairs shall make recommendations for approval or non-approval on behalf of the Executive Committee to the IOG. For all recommended applications the IOG shall approve or not approve the applicants' membership on the IOG by majority vote.

## Section 3. Membership Requirements and Duties

IOG members shall perform their duties with care and in good faith, supporting the mission, goals, and objectives of the ACCMP. Duties of the IOG member shall include at a minimum:

- Attend and actively participate in at least 75% of meetings
- Designate a consistent proxy when not able to attend a meeting. Members may also designate a second consistent representative with voting privileges when the proxy is not able to attend a meeting.
- Comply with terms and conditions of the ACCMP Memorandum of Understanding.
- Comply with [C.R.S. Section 24-1.9-101-104 \(House Bill 04-1451\)](#), including the Memorandum of Understanding; and
- Be informed of and vote on matters coming before the IOG, including the election of officers.

## **Section 4. IOG Member Resignation**

IOG members may resign at any time by providing written notice to the Co-Chairs. Upon resignation, non-mandatory member vacancies shall be filled in accordance with the membership procedure. Mandatory member vacancies shall be filled as soon as possible by the Executive Committee and no later than by the next IOG meeting.

# **ARTICLE V**

## **VOTING**

### **Section 1. Quorum**

Fifty-one percent (51%) of ACCMP members shall constitute a quorum for attendance and voting matters. Prior to conducting a vote, a quorum must be confirmed. Passage of the vote shall be 51% of the members present. If the voting item(s) are presented without the meeting reaching to quorum, then the item(s) needing a vote will be sent out electronically to all members for electronic submission. In the event of an electronic vote, passage of the vote shall be 51% of all ACCMP voting members.

### **Section 2. Mandatory Members**

All mandatory agency members are voting members with no more than one vote per agency.

### **Section 3. Non-Mandatory Members**

The IOG may also include any non-mandatory community partners who are identified as such in the ACCMP MOU. These may be added throughout the fiscal year as appropriate to the identified population and priorities. These partners are a valuable resource to the work of the IOG. They participate in IOG meetings and email correspondence and may share in topic discussions. Once a non-mandatory member has completed an orientation with either ACCMP Staff or an Executive Committee member, they will have full voting authority.

### **Section 4. Guests**

IOG meetings are open to the public as mandated by Colorado Sunshine Law C.R.S. 24-6-401 et seq and those who are not members may attend as guests. Guests, however, are only able to participate in discussions during the open comment section of the meeting agenda and/or when invited to participate in discussion at the request of the meeting Co-Chairs.

## **Section 5. Election of Co-Chairs and At-Large Executive Committee Members**

A current member of the IOG may nominate a member of the IOG who currently meets the membership requirements in Article IV, Section 3 for Co-Chair or to serve as an Executive Committee member at-large. Nominations and elections shall occur at the last IOG meeting of the calendar year by majority vote.

## **Section 6. Conflict of Interest**

Any IOG member who is present at a meeting at which any matter is discussed in which he or she has a personal, financial, or property interest shall declare that he or she has a potential conflict of interest. He or she shall refrain from attempting to influence the decisions of the other members of the governing body in voting on the matter and shall not vote in respect to such matter.

## **Section 7. Dispute Resolution**

The ACCMP will strive to resolve disputes through consensus following a discussion led by the Co-Chairs. If consensus is not achieved, the members will vote and the majority will prevail. A simple majority of 51% is needed to vote.

- Any dispute must be submitted in writing to one of the Co-Chairs.
- The Co-Chairs will attempt to resolve the conflict by facilitating discussion and seeking solution through consensus agreement.
- If consensus is not achieved, the voting members will vote on the issue and make recommendations.

# **ARTICLE VI**

## **EXECUTIVE COMMITTEE**

### **Section 1. Composition and Purpose of the Executive Committee**

The Executive Committee of the IOG shall consist of two Co-Chairs and four additional At-Large members appointed to serve by a quorum of the voting members of the IOG. Executive Committee Members may not send a proxy representative in their place if they are unable to attend Executive Committee members.

## **Section 2. Executive Committee Member Terms**

All Executive Committee members shall serve for two-year terms. At the end of the two-year term, members of the IOG may nominate new candidates for the Co-Chair positions and the four At-Large vacancies.

## **Section 3. Presiding Officers**

The Co-Chairs of the IOG shall be the presiding officers of the Executive Committee sharing responsibilities equally.

## **Section 4. Co-Chair Powers and Duties**

It shall be the IOG Co-Chairs' responsibility to:

- **Preside at both IOG and Executive Committee Meetings**
- **Set the agenda for all IOG and Executive Committee Meetings**
- **Keep IOG members informed of matters pertinent to their responsibility**
- **Represent the IOG and be spokespersons for the IOG at governmental, community, or other meetings, or designate another IOG member if neither Co-Chair is able to do so**
- **Sign letters and other official documents on behalf of the IOG**
- **Review and approve IOG meetings minutes prior to receipt by the IOG; and**
- **Report Executive Committee activities, progress, outcomes, and issues to the IOG**
- **Serve on subcommittees as needed**

## **Section 5. Vacancy in the Chair or Vice Chair Office**

If a vacancy occurs of the Chair, the Vice Chair shall become the Chair for the remainder of that term. If a vacancy occurs of the Vice Chair, the Chair shall appoint a member from the Executive Board for the remainder of the term.

## **Section 6. Executive Committee At-Large Members Roles & Responsibilities**

The Executive Board is authorized to manage business between and in preparation for IOG meetings. The ACCMP Supervisor is authorized to consult the Executive Board concerning important decisions which must be made or actions that must be taken between Board meetings. Such consultations may be in person, by mail, by email, by fax, or by telephone at the discretion of the IOG Chair and Vice Chair. All decisions and/or actions will be recorded by the Adams County Collaborative Management Program Supervisor and presented to Executive Board for its approval at its next official meeting. The Executive Board will provide hiring, support, and coordination for the ACCMP Supervisor's role while Adams County remains the employer of record.



## **Section 7. Executive Committee Meetings**

The Executive Committee shall meet every other month or as deemed necessary by Committee members.

## **Section 8. Business Between Meetings**

The ACCMP Supervisor is authorized to consult the Executive Committee concerning important decisions which must be made or actions that must be taken between Executive Committee meetings. Such consultations may be in person, by email, or by phone at the discretion of the Co-Chairs. All decisions and/or actions made by the Executive Committee between meetings of the full IOG will be documented by the ACCMP Supervisor and presented to the full IOG for ratification at its next official meeting.

# **ARTICLE VII**

## **SUBCOMMITTEES**

Subcommittees will be established as needed for both short and long-term projects by the Executive Committee based on recommendations from staff and/or IOG members. A purpose statement must be drafted prior to any subcommittees establishment that is then voted and approved by the Executive Committee. Goals and objectives for subcommittees will be drafted by subcommittee members for approval by the IOG with a majority vote.

# **ARTICLE VIII**

## **OPEN RECORDS**

All accounts and records of the IOG and its subcommittees shall be available to the public upon request. Exceptions are permitted where a specific determination is made by the IOG that there is a legitimate public purpose achieved by withholding a document concerning legal, personnel, or proprietary information, as set forth in the Colorado Open Meetings Laws and Colorado Open Records Act.

# **ARTICLE IX**

## **AMENDMENT OF BYLAWS**

These bylaws may be amended by majority vote of the IOG, provided that the amendment was previously submitted in writing to all IOG members at least five (5) business days prior to the vote by the IOG.

# ARTICLE X

## SERVICES

### Section 1. Individualized Service and Support Team (ISST)

#### Description

An ISST includes two or more system representatives that are present to assist a child/youth/family who resides in Adams County with developing an integrated, mutually agreed upon service plan directed by family need. The ISST identifies goals and facilitates collaboration to fund services in the community and defines response. It follows a family-driven model for service planning, with the child/youth/family member present at and participating in the development of the plan. For any family meeting held within Adams County, a multi-systemic approach, meaning active participation in the meeting by 2 or more systems, must be present. ISSTs to be included in ACCMP are reviewed and determined annually based on both quantitative and qualitative data on effectiveness.

### Section 2. Prevention Programs

Prevention programs prevent multisystem involvement by including two or more system representatives in the development of prevention programming. These programs must meet one of the following: 1) multi-systemic approach; 2) multiple disciplines involved in the development or enhancement of the program; 3) multiple agencies involved in the delivery of the services; 4) program developed to reduce bifurcated services; or 5) joint approach benefiting children, youth, and/or families.

### Section 3. Target Population

The ACCMP target population consists of children and youth ages birth through twenty-one (21) years of age and their families at-risk of system involvement who would benefit from a multi-system integrated service plan or multisystem approach.

# ARTICLE XI

## FUNDING

### Section 1. Incentive Funds

Funding identified in the yearly MOU can be a carryover from incentive funds, additional funding provided to the ACCMP, or any funds directed towards the ACCMP. The parties agree to financial risk sharing, with commitments to support programs with earned incentive funds and carryover when monies are available. For this reason, the ACCMP projects a conservative yearly budget based on available resources.

## **Section 2. Waivers**

Any moneys resulting from waivers granted by the federal government and any state general fund savings realized as a result of the implementation of services provided to children, youth, and families who would benefit from multi-agency services will not automatically be reinvested by parties of the ACCMP. The head or director of each mandated partner will determine if savings realized within their agency will be reinvested to provide appropriate services to children, youth and families who would benefit from integrated multi-agency services.

# **ARTICLE XII**

## **COLLABORATIVE MANAGEMENT PROCESSES**

### **Section 1. Risk Sharing**

Legal and financial risk is fully assumed by the partner agency supplying the service. Those partners who received CMP funding from the ACCMP to provide services, must show in their request for funding that have the legal and financial means prior to funds being disbursed. At least 2 times per fiscal year, ACCMP will receive a full expenditure report compiled by the ACCMP Supervisor and the fiscal agent.

### **Section 2. Resource Pooling**

Mandatory and non-mandatory members agree to, at a minimum, provide their time at scheduled ACCMP meetings to discuss policy, procedure, best practice, protocol, and community needs in Adams County. Additional in-kind resources, such as administrative costs and staff time at collaborative meetings, will be documented in the yearly MOU. At various points, special events and requests may solicit financial funding from the Executive Committee. These situations will be documented in the end of the year report to the Colorado Department of Human Services (CDHS) and full expenditure reports to the Executive Committee.

The voting members of each agency will have final authority concerning personnel and fiscal matters related to their contribution if applicable.

### **Section 3. Performance Expectations**

ACCMP partners shall work towards meeting approved performance measures at identified reporting intervals. ACCMP partners are expected to submit a monthly report to the ACCMP Supervisor or as requested by the ACCMP Supervisor. Encourage cost sharing to meet the needs of the target population.

## **Section 4. Outcome Monitoring**

Outcome monitoring for all programming will be reported to the ACCMP Supervisor monthly for inclusion in the year-end report. Data will be gathered from existing sources that are dependent on the agency such as TRAILS for human services and Infinite Campus for schools. Data will be shared with any partner agency or community member requesting to view information, once all identifying information has been removed that would compromise confidentiality.

## **Section 5. Staff Training**

The IOG sponsors free training within the county to ensure partners, staff, and community members are current on addressing needs specific to Adams County. ACCMP staff work to identify ongoing training needs and coordinate trainings to address such. Education sessions within the set agenda at the IOG, Executive Committee, and subcommittees are encouraged to ensure ongoing professional development.

# **ARTICLE XIII**

## **COLLABORATIVE MANAGEMENT GOALS**

### **Section 1. Reduce Duplication and Eliminate Fragmentation**

The ACCMP has established a collaborative management process to be utilized by individualized service and support teams. The collaborative management process addresses risk sharing, resource pooling, performance expectations, outcome monitoring, and staff training to do the following:

- **Reduce duplication and eliminate fragmentation of services provided to children, youth and families who would benefit from integrated multi-agency services.**
- **Work collaboratively to find ways to better serve children and families living in Adams County.**
- **Identify areas where duplication occurs, or services are fragmented for children and families living in Adams County.**
- **Refer children and families to the appropriate system or organization that will best suit their needs.**

### **Section 2. Increase Quality, Appropriateness, and Effectiveness**

Parties will increase the quality, appropriateness, and effectiveness of services delivered by:

- **Meeting bi-monthly to educate and inform each other about services and programs that help children and families.**
- **Reviewing programmatic and ISST outcome and process data together to identify effective practice and areas where improvement is needed**

- **Discussing challenges and barriers families experience when accessing services and finding ways to resolve these problems.**

## **Section 3. Encourage Cost Sharing**

Cost sharing by ACCMP organizations as stated in statute, is mandatory. ACCMP partners are encouraged to help fund any ACCMP program or services for the identified target population in Adams County. Cost sharing is discussed in IOG meetings annually or more often as needed. ACCMP funded partners typically contribute toward the costs to operate a program or towards funding a position.

## **ARTICLE XIV**

### **SFY23-24 PERFORMANCE MEASURES**

ACCMP has selected the following as our performance measures for fiscal year 2023-2024:

- **CMP youth diverted from being committed to DYS**
- **Children and youth with improved school attendance rates**
- **Increased safety of children and youth**

## **ARTICLE XV**

### **SFY23-24 PROCESS MEASURES**

ACCMP has selected the following as our process measures for fiscal year 2023-2024:

- **IOG meeting attendance (all partners signing MOU attending 75% of scheduled meetings)**
- **Family agency or member participation on the IOG as a voting member**
- **Seventy-five (75%) percent of the agencies contribute resources at a service level, either in-kind or actual funds**
- **Use of Evidence Based or Evidence Informed practices**
- **Process of Continuous Quality Improvement used by the IOG**

## **ARTICLE XVI**

### **CONFIDENTIALITY COMPLIANCE**

The partners agree that State and Federal law concerning confidentiality shall be followed by all partners and ACCMP. Any records used or developed by ACCMP, its members, a listed ISST, or a listed Prevention Program that relate to a particular person are to be kept confidential and may not be released to any other person or agency, except as provided by law. The partners agree to use either the State of Colorado Authorization Consent to Release Information form or other release of information that has an option to list all ACCMP partners.

## **ARTICLE XVII**

### TERMINATION OF THE MOU

In the event the IOG is dissolved due to the departure of a mandatory member, as defined by statute, an emergency meeting of the remaining voting IOG members will be called within 7 days to vote upon distribution of remaining funds. The IOG will fulfill current budget year commitments as well as 3 months of continuous funding post-dissolution for any positions funded in part or wholly through the ACCMP budget. Distribution of remaining funds will be decided upon by a majority vote of 51% of the remaining IOG members.