

ABOUT F.A.C.E. IOG

Baca, Cheyenne, Kiowa, and Prowers Counties

BY-LAWS

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ABOUT F.A.C.E. COLLABORATIVE MANAGEMENT PROGRAM
INTERAGENCY OVERSIGHT GROUPS
BY-LAWS

For the Counties of Baca, Cheyenne, Kiowa, and Prowers

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**ABOUT F.A.C.E. COLLABORATIVE MANAGEMENT PROGRAM
INTERAGENCY OVERSIGHT GROUP
BY-LAWS**

For the Counties of Baca, Cheyenne, Kiowa, and Prowers

I. NAME

The name of this group shall be called the About F.A.C.E. (Families and Communities Engaged) Collaborative Management Program Interagency Oversight Group (IOG). The About F.A.C.E. Collaborative Management Program Interagency Oversight Group is alternately referred to throughout this document, in general, as the “About F.A.C.E. IOG” or the “IOG.”. The participating About F.A.C.E. Collaborative Management Programs are the Baca County IOG, Cheyenne County IOG, Kiowa County IOG, and Prowers County IOG, the four distinct and independent counties of the Fifteenth Judicial District for the State of Colorado.

II. MISSION

The mission of the About F.A.C.E Collaborative Management Program is to:

Develop four (4) distinct county collaborative management programs to promote the welfare of children and families, in their respective county, through the development of sustainable partnerships that provide integrated, quality services that are individualized, strength-based, family centered, trauma informed, and culturally sensitive.

III. PURPOSE

To establish a collaborative approach to the delivery of services to increase the quality, appropriateness and effectiveness of services and achieve better outcomes; and, to comply with C.R.S. Section 24-1.9-101-104 (HB 1451), as amended, titled “Collaborative Management of Multi-Agency Services Provided to Children and Families.”

To address risk-sharing, resource-pooling, performance expectations, outcome monitoring and staff training; to develop cost sharing protocols among service providers; and to oversee the spending of incentive funds, budget, and pooled funds.

To reduce duplication and eliminate fragmentation of services provided to children and families through facilitating and promoting the integration of the Individualized Service and Support Teams (ISST) which coordinate and manage the provision of services to children and families who would benefit from integrated multi-agency services; and to allow the organizations providing treatment and services to provide appropriate services to children and families within existing consolidated resources.

- A. Risk Sharing – Legal and Financial. The four (4) county partners of the About F.A.C.E. IOG have made arrangements to have the business of the partnership managed through an outside fiscal agent. This agent provides protection against financial and practice liability in the following ways: the IOG has agreed on the process for addressing risk sharing to include understanding and identifying risks, exercising due diligence, encouraging open and honest communication, welcoming requests for support, proposing recommendations, determining appropriate actions (as feasible or required by statute), and monitoring outcomes. Each mandated party to the MOU agrees to maintain insurance or self-insurance throughout the term of the MOU and to assume the risk as determined by their agency for their services and the employees under their supervision. Further, each mandated party agrees to be solely responsible for liability incurred as a result of participation in their MOU based on their own actions or the actions of their employees or other persons under their supervision. No party shall be responsible for liability incurred based on the actions of another party or of persons employed or supervised by another party. All contracted service providers shall meet their supervising agency requirements, and to the extent possible annually sign a state/county approved contract that outlines an indemnity agreement, confidentiality commitments, a HIPAA compliance addendum, cyber-security, and immigration compliance requirements.

In addition, the IOG has established risk sharing to mean that decisions by the IOG will not negatively impact a partner agency to the agreement. The IOG has delegated decision making for target populations to the local agencies as identified in an ISST meeting or other routine agency processes. The IOG does not make any case or family specific decisions, therefore *legal risk* is held by the decision making agencies. *Financial risk* is held by each individual agency, except for funds controlled by the IOG. If there is a budgeting error in funding, the IOG will develop a plan to address the budgeting error.

- B. Resource Pooling. Each mandated partner to the IOG, and signor to the Memorandum of Understanding (MOU), represents that they have the authority to approve the contribution of time, resources, and funding to solve problems identified by the IOG in order to create a seamless, collaborative system of delivering multi-agency services to children, youth and families. The member agency CEO/Director can select to share/contribute any financial or non-financial resources (office space, volunteers, etc.) toward any About F.A.C.E. collaborative program or service. All agencies indicated in the MOU's are encouraged to work together to improve outcomes for children, youth and families through resource sharing.
- C. Performance Expectations. The IOG was formed to address the need for a collaborative approach within and between the member counties and agencies to increase the quality, appropriateness, and effectiveness of services delivered to children, youth and families living within our member counties. Each county will keep data on the number of kids and families served and will report at monthly IOG

meetings. Each member county agrees to provide the Coordinator with necessary data, as requested throughout the year, in order to complete necessary reports for the IOG. Any challenges or barriers to meeting any performance measures and expectations by the IOG member will be addressed by the respective county or agency and the Coordinator with solutions presented to the IOG.

- D. Outcome Monitoring. The IOG has agreed on the process for outcome monitoring to include quarterly reviews of the About F.A.C.E. Program including county updates shared at each monthly IOG meeting. Additionally, Continuous Quality Improvements (CQI) will occur at least once annually with a formal Strategic Planning Meeting, and also throughout the year as changes and improvements are deemed necessary for the program.
- E. Staff Training. When new IOG members join, the Coordinator will provide program information, By-Laws, MOU's, Colorado Revised Statute for CMP, Social Services Rules for CMP, and review the roles and responsibilities of the new member. IOG members who have secondary representatives from their organizations attend any program meetings, are responsible for ensuring these representatives understand their responsibilities, roles and expectations. The Coordinator and any other IOG member may attend or provide trainings to support the mission of the IOG.

IV. COUNTY INTERAGENCY OVERSIGHT GROUPS

About F.A.C.E. is comprised of four (4) individual county IOGs. In collaboration with the Coordinator, each county will:

1. Define and submit a Memorandum of Understanding.
2. Select and submit Performance Measures and their outcomes.
3. Receive Incentive Funds from the state.
4. Contribute an agreed upon amount of Incentive Funds as pooled resources for the About F.A.C.E. IOG Operating Budget.

V. MEMBERSHIP

- A. Voting Members. Voting members of the IOG shall consist of the mandatory HB-1451 partners, specifically identified and listed in the annual MOU's for each county. A voting member may also be a non-mandated partner who is identified in the county MOU and granted voting privileges by consensus of the IOG. The IOG Coordinator will keep an up-to-date roster of all voting members. All decisions will be made by a majority vote where a quorum is established.
- B. Non-voting Advisory Members. The IOG may also include any non-voting community partners who are invited to attend as advisory members. These advisory members are not listed on the MOU but are a valuable resource to the work of the

I.O.G. They can participate in I.O.G. and ISST meetings, receive email correspondence when appropriate, they may share in topic discussions, and will be a part of conversations working towards consensus. However, when an official vote is called, they are not eligible to vote.

C. Member Duties and Responsibilities. Member responsibilities apply to mandatory voting members, approved non-mandatory voting members, and non-voting advisory members. All members of the I.O.G. shall perform his or her duties, including the duties as a member of any subcommittee upon which the member may serve, with care and in good faith, supporting the mission, goals, and objectives of the I.O.G. Duties of an I.O.G. member shall include at a minimum:

1. Members shall make every reasonable effort to attend and actively participate in meetings or send an alternate designee to represent their agency;
2. Comply with C.R.S. Section 24-1.9-101-104 (HB 1451), including the Memorandum of Understanding(s); and
3. Be informed of and vote on matters coming before the I.O.G., including the election of officers.

D. Non-mandated Membership Procedure. Application for a non-mandated membership shall be made by a Letter of Interest delivered to the Chair for presentation to the I.O.G. The I.O.G. shall approve or not approve the applicant's membership to the I.O.G. by majority vote at an official meeting of the I.O.G. A non-mandated member of the I.O.G. may resign at any time by providing a written notice to the Chair.

VI. ELECTION OF OFFICERS

The I.O.G. shall elect from among its members by majority vote, a Chair, Vice-Chair, and Secretary. The office of Treasurer will default to a representative of the Operations Fiscal Agent. Officers will be elected at the last meeting of the state fiscal year and assume office at the first meeting of the state fiscal year. Officers shall serve for a term of one year or until their successors are elected. Officers may be re-elected to serve an unlimited number of terms. Duties of the officers are as follows:

A. Chair. The Chair shall preside over all meetings of the I.O.G. and shall be the official spokesperson for the group. The Chair shall appoint chairs of all sub-committees and shall serve as an ex-officio member of all committees. The Chair shall perform or delegate other duties designated by the I.O.G.

B. Vice-Chair. The Vice-Chair shall preside in the absence of, or at the request of the Chair. The Vice-Chair shall perform duties designated by the Chair and/or the I.O.G.

C. Treasurer. The Treasurer, along with the Coordinator, will prepare the annual budget, present the budget to the I.O.G. for approval and keep track of all monies spent. The

Treasurer will obtain the appropriate signatures for expenses being paid and will provide a monthly report to the IOG.

- D. Secretary. The Secretary will take minutes of the meetings to include the names of all members present at the meeting, distribution of the minutes preceding the next regularly scheduled meeting, and make any corrections to the minutes as directed by the IOG. The Coordinator will assist, as needed, and document meeting minutes when the Secretary is absent.

The Coordinator will be responsible to maintain and house the record of all meeting minutes, however, the Coordinator but will not be considered an Officer of the IOG, will not carry voting privileges, and may not be an authorized proxy for any voting member.

VII. SUBCOMMITTEES

Subcommittees may be created or requested by the IOG, from the membership or designees, from time to time, to work on special projects and report their findings to the IOG. Subcommittee members will designate one member as the subcommittee lead member. Members serve voluntarily on subcommittees and upon the completion of the assigned task, the committee shall be dissolved.

VIII. MEETINGS

The IOG shall meet at a time and place as called by the Chair. The Coordinator will distribute meeting notices, agendas, and minutes to all members in advance of the meeting. Notices shall state the time and place of the meeting and specific agenda information will be provided when possible. Unless otherwise announced, the IOG meetings will take place monthly on the third Wednesday of each month and conference calling will be available.

- A. Attendance. Attendance will be documented at each meeting. Fifty-one percent (51%) of the IOG shall constitute a quorum for attendance and voting matters, a quorum shall be deemed to exist until the conclusion of such meeting. For purposes of establishing a quorum, the follow must occur: a) six or more different agencies must be in attendance; b) DHS/DSS must be one of the attending agencies; and, c) all four counties must be represented. Each mandated partner will have one (1) vote per County MOU representation. Each mandated partner agency is encouraged to have additional agency representatives attend meetings; however, only one person from a partner agency shall be included in the vote count. A voting member may send a recognized and authorized designee or proxy in his/her absence to represent the interests of their agency. All agencies who have signed the MOU are deemed voting members.

B. Voting/Parliamentary Authority. A majority vote by a quorum of the IOG shall constitute the voice or expression of the IOG. At all meetings, voting shall be by show-of-hand or by voice. Voting on all matters before the IOG may be conducted by electronic vote via email or at any meeting of the IOG. All votes by electronic vote/email shall be recorded by the Coordinator, or another designated member of the IOG, and presented to the IOG for its approval at the next official or scheduled meeting. In the event a quorum is not present at any meeting, the members may adjourn, create a work session and/or reschedule and meet at a later date with proper notice.

IX. DISPUTE RESOLUTION

The IOG will strive to resolve all disputes through consensus following a discussion led by the Chair. If consensus is not achieved the members will vote and the majority will prevail. A quorum must be met, or present by proxy, in order to vote. Procedures for resolving disputes by a majority vote of those members authorized to vote are:

1. The dispute must be submitted in writing to the Chair.
2. The Chair will attempt to resolve the conflict by facilitating discussion and seeking solution through consensus agreement.
3. If consensus agreement is not achieved the membership will vote on the issue and recommendations will be made to the department head of each participating agency.
4. The Department Head of each participating agency will have final authority concerning personnel and fiscal matters related to their contribution and participation in the project.

X. AUTHORIZED REPRESENTATIVE DESIGNATION

The designated party and signature to the MOU may designate an authorized individual to represent the interests of the organization and to make decisions and vote on their behalf by submitting a letter, on their agency letterhead, designating said individual(s). Authorized designations must be recognized by the IOG and completed each fiscal year.

XI. CONFLICT OF INTEREST

Any member of the IOG who is present at a meeting at which any matter is discussed in which he or she has a private pecuniary 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.

XII. OPERATIONS FISCAL AGENT

Through an Intergovernmental Agreement (IGA), the Operations Fiscal Agent for the IOG shall be Kiowa County Public Health. All counties have agreed to the terms and

conditions outlined in the agreement titled, “Kiowa County Public Health Intergovernmental Agreement for the Provision of the About Families and Communities Engaged for Baca, Cheyenne, Kiowa and Prowers County” and the contract will be renewed annually.

XIII. ERRORS AND OMISSIONS INSURANCE

The Operations Fiscal Agent shall secure Errors and Omissions (E & O) coverage for the About F.A.C.E. Coordinator. All member agencies shall secure their own insurance as required by the state and within their individual organizations.

XIV. REINVESTMENT AND FINANCIAL SAVINGS

- A. Operating Reserve. The member agencies of the IOG agree to protect against the risk of financial insufficiency to build, plan for and maintain an operating reserve to equal the cost of conducting business for the IOG for a minimum of one (1) year whenever the financial standing will allow. A fiscal sustainability plan will be formed based upon current funds using current yearly funding levels.
- B. Waivers. The IOG will not seek waivers from the federal government and if this position changes, these bylaws will be modified to outline the procedure.
- C. Incentive Fund Reinvestment. Incentive funds received by county Departments of Human Services, and allocated pursuant to C.R.S. 24-1.9-104, will be reinvested into the IOG to provide appropriate services to children, youth and families to receive multi-agency services and to support staffing. All funding expenditures will be approved by a vote of the members.
- D. Funding Sources. Funding identified in the annual MOU(s) can be a carryover from incentive funding or savings, additional funding provided to the IOG or any funds directed towards the IOG. The agencies agree to financial risk sharing, with commitments to support programs with earned incentive funds and carryover when monies are available. For this reason, the IOG projects a conservative annual budget based on available resources.

XV. DISSOLUTION AND DISTRIBUTION OF FUNDS

In the event that the IOG is dissolved, as defined by statute C.R.S. 24-1.9-102(1)(a), Section IV of the Intergovernmental Agreement for the Provision of the About Families and Communities Engaged for Baca, Cheyenne, Kiowa, and Prowers County states:

In the event the About FACE IOG is dissolved due to the departure of a mandatory member, as defined by statute, an emergency meeting of the IOG members will be called within seven (7) days to vote upon

distribution of remaining funds and property. Distribution of remaining funds and property will be decided upon by a majority vote of 51% of the remaining members.

The most recent and fully executed copy of the IGA shall guide distribution of funds and property.

XVI. AMENDMENTS

These bylaws may be approved or amended in whole or in part by a majority vote of the IOG voting members during a regularly scheduled meeting provided any proposed changes to the bylaws are distributed in written form to all members at least ten (10) days prior to the meeting at which action is to be taken on the proposed changes.

XVII. VERIFICATION

The undersigned IOG officers verify that the foregoing document is a true and accurate copy of the bylaws which were approved via virtual discussion and virtual vote on the 11th day of June, 2019.

OFFICERS OF THE ABOUT F.A.C.E. INTERAGENCY OVERSIGHT GROUP:

By: _____
Byron Hall, Chairman

By: _____
Meagan Hillman, Treasurer

By: _____
Kathy McCorkle, Secretary