

Adams County Collaborative Management Program (ACCMP) Bylaws

Prepared by ACCMP Bylaws Subcommittee, Approved by ACCMP March 11, 2025

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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 HB04-1451 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 mandatory and non-mandatory partners from the state, county, and municipal government, 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
- 17th Judicial District Probation Department
- 17th 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 (vacant)
- Colorado Youth Detention Continuum (CYDC), Trestle Programs, Inc.
- 17th Judicial District Adams County District Attorney's Office (Diversion)
- Early Childhood Partnership of Adams County
- A Precious Child
- CASA of Adams & Broomfield Counties
- Griffith Centers
- Servicios de La Raza (anticipated sfy2025-26)
- Almost Home, Inc. (anticipated sfy2025-26)
- Hope Advocacy (anticipated sfy2025-2026)

Section 2. Membership Admission Procedure

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

Non-Mandatory Member application statements shall be made to the Executive Committee of the IOG describing how the proposed agency/organization entry into this partnership enhances the mission/goals/objectives of the ACCMP. The Executive Committee shall review applications, and the Co-Chairs shall make recommendations for approval or denial 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 Performance Expectations

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. Proxy appointments shall be submitted annually via the MOU submission or Proxy Appointment Form.
 - The MOU signer acknowledges that designating a proxy to attend and vote in one's place must be an appropriate representative serving within the same domain (child welfare, juvenile justice, education, physical/mental health, family).
 - The MOU signer, proxy, and proxy representative (if one is appointed) abides by the 75% attendance process measure and acknowledges that a proxy attending in place of the signer (if from another agency/organization) does not preclude the agreement to still attend 75% of the IOG meetings and all other Membership Requirements and Performance Expectations.
- Comply with CMP statute, rules, and the annual MOU.
- Approve the contribution of time, resources, and/or funding to solve problems.
- Responsible for assisting in the promotion of CMP at their agency.
- Participating in needs assessments and program development determined by strategic planning.
- Provide relevant data as requested by the Executive Committee, IOG, and/or ACCMP Supervisor in accordance with data reporting requirements of CMP statute, rules, and partner agency data-sharing policies.
- Be informed of and vote on matters coming before the IOG, including the election of officers, MOU proposals and annual review, bi-annual spending proposal evaluation, and budget review
- Comply with the ACCMP Principles:

- As members of the ACCMP, we agree to be
 - **Accountable:** We will be timely, productive, and action-oriented
 - **Welcoming:** We value inclusivity, transparency, and family voice
 - **Authentically Engaged:** We will be present and engage in discussion, brainstorming, and decision-making with our authentic selves.

Section 4: Family and Youth Involvement

The ACCMP values family and youth input in shaping policies, programs, and services. ACCMP ensures meaningful participation in decision-making and service delivery. ACCMP ensures ongoing family and youth participation through:

- **Voting and Compensation:** Family and youth representatives hold voting seats on the IOG and receive compensation.
- **Support Services:** ACCMP removes barriers by offering flexible meetings, childcare, transportation, and interpretation services.
- **Accountability:** ACCMP conducts an annual review of family and youth involvement to assess progress and improve engagement. The Family Voice Evaluation helps measure effectiveness.

By integrating family and youth voices, ACCMP ensures those impacted by services play a key role in decision-making.

Section 5. Guests

IOG meetings are open to the public as mandated by Colorado Open Meetings 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 6. IOG Member Resignation

IOG members may resign at any time by providing written notice to the Executive Committee. It is the responsibility of the IOG agency to nominate an appropriate individual from within their current organization to serve as a replacement if they must discontinue service. Failure to attend three (3) consecutive IOG meetings is considered an implied resignation and will result in a follow-up to confirm resignation or remediation. 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.

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, with no more than one vote per agency.

Section 4. Guests

Guests do not have voting privileges.

Section 5. 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. The proxy and proxy representative (if one is appointed) understands that they must also recuse themselves from a voting matter that is perceived to be a conflict of interest.

Section 6. Dispute Resolution

Any dispute must be submitted in writing to one of the Co-Chairs. Only disputes that violate the Bylaws of the Adams County Collaborative Management Program will be considered for review. Failure to attend a vote or send a proxy will not constitute grounds for the review of a dispute about a decision previously made by the Executive Committee and/or ACCMP IOG. The complaint shall contain a clear description of the issue or concern as it relates to a Bylaws violation and a method in which a Co-Chair can reach the complainant for questions and/or follow-up.

The Executive Committee will attempt to resolve the conflict by facilitating discussion and seeking solutions through consensus agreement. If consensus is not achieved, a simple majority of 51% will determine the resolution of the complaint. In the event the Executive Committee is unable to come to a resolution, a third-party mediator will be brought in to assist in finalizing a decision.

Section 7. Voting Matters

Voting matters include issues related to membership approvals, removals, subcommittee establishment, Bylaw

changes, MOU changes, funding requests, programmatic changes, annual budget review, and other matters as determined by the Executive Committee and/or IOG. The proxy and proxy representative (if one is appointed) are authorized to cast votes in line with the suggestions of the management of the organization/agency/district and at their own discretion.

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 members appointed to serve by a quorum of the voting members of the IOG. The Executive Committee strives to have a representative from the juvenile justice, child welfare, education, family/youth with client level experience, and physical/mental health domains. Executive Committee Members may not send a proxy representative in their place if they are unable to attend Executive Committee members.

Section 2. Election of Co-Chairs and 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. Nominations and elections shall occur at the last IOG meeting of the calendar year by majority vote.

Section 3. 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 remaining vacancies.

Section 4. Executive Commitment Responsibilities and Voting Metrics

- The Executive Committee shall review, approve, and formalize all spending and the annual budget.
- The Executive Committee shall review and approve the annual Memorandum of Understanding (MOU).
- Each member shall have one vote in the Executive Committee meetings.
- A simple majority (4 out of 6 votes) is required for recommendations to be approved.
- All designated voting members are expected to participate in each voting opportunity.
- Members unable to attend a meeting may cast their vote electronically through an approved voting mechanisms

Section 5. Presiding Officers

The Co-Chairs of the IOG shall be the presiding officers of the IOG and Executive Committee sharing responsibilities equally. Co-Chairs will serve a two-year term, with alternating years of entry, so that the Co-Chair seats are not vacant at the same time. Co-Chair nominees shall be voted upon by all voting members and a simple majority of 51% is needed. In the event of a tie, the Executive Team members will select the next Co-Chair.

Section 6. Co-Chair Authority and Duties

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

- **Preside at both 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 can 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.**
- **Serve on subcommittees as needed.**

Section 7. Vacancy in the Co-Chair Office

Members of the Executive Committee shall give a minimum of 45 days' notice in writing when vacating a position, to allow for the full ACCMP team to meet to vote on a replacement. A member of the Executive Committee shall notify all members of the ACCMP in writing of the vacancy within 5 business days of the vacancy. This same communication shall also include a call for nominations or interested parties to contact a member of the Executive Committee within 10 business days of the notification to be considered for the position. The vote for the replacement of Executive Committee members shall take place at the next CMP Meeting.

If there is a vacancy in the Collaborative Management Program Supervisor position, the Co-Chairs will serve as interim Supervisors in collaboration with the state CMP Administrator until the position can be posted and filled in accordance with the fiscal agent's hiring process. At a minimum, at least two members of the Executive Committee and one additional voting member shall be part of the interview process, with an opportunity to increase ACCMP voting member participation as determined by the Executive Committee.

Section 8. Executive Committee Members Roles & Responsibilities

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

The Executive Committee shall have full authority to carry out its responsibilities as specified below.

- **Assist in the development of the ACCMP IOG meeting agenda.**
- **Report Executive Committee activities, progress, outcomes, and issues to the IOG.**
- **Provide direction to the support staff.**
- **Assist in the preparation of the support staff's annual performance appraisal.**
- **Assist in the development of the ACCMP annual budget and provide final approval for the budget following IOG review.**
- **Assist in the development and approval of the annual MOU.**
- **Assist in approval of expenditures of the ACCMP and the support staff.**
- **Coordinate and prioritize ACCMP IOG, Executive committee, and subcommittee goals and tasks.**

- Other duties may be assigned by the ACCMP IOG.

Section 9. Executive Committee Meetings

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

Section 10. Business Between Meetings

The ACCMP Supervisor is authorized to consult the Executive Committee concerning important decisions that 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 subcommittee establishment that is then voted on and approved by the Executive Committee. Goals, timelines, and objectives for subcommittees will be drafted by subcommittee members for approval by the IOG with a majority vote. Subcommittees will report on their progress and updates at each IOG meeting.

ARTICLE VIII. STAFF

The ACCMP may utilize its allocation funding to hire a CMP Supervisor or to create/fund this position by means of a MOU from within its membership. The CMP Supervisor shall serve as staff to the ACCMP. Additional duties shall include:

- All duties as outlined by the current Adams County job classification.
- Conduct research and prepare data and reports for submission to the state per HB04-1451, HB23- 1249, and OM-DCP-2024-0001 guidelines.
- Support coordination and communication efforts of the ACCMP, and the Executive Committee (i.e. communicate meetings, agenda support, and as-needed administrative support to the ACCMP).
- Attend all ACCMP meetings.
- Take minutes at all meetings and distribute to the ACCMP members as defined by the process of communication with the Co-Chairs & Executive Committee.
- Maintain member rosters for ACCMP and subcommittees.
- Execute the approved annual ACCMP budget in collaboration with the Executive Committee and in accordance with county policies.
- Maintain files or documents appropriate or needed for the functioning of the ACCMP.
- Facilitate ISST support team staffing and associated processes and documentation needs.
- Assist in the development and implementation of monitoring and or tracking of procedures, and outcomes.

ARTICLE IX. 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 X. 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 XI. SERVICES

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

An ISST includes two or more system representatives present to assist a child/youth/family residing in Adams County with developing an integrated, mutually agreed-upon service plan directed by family needs. Participation in ISST and ACCMP services are voluntary and require informed consent from the child/youth (when appropriate) and their family. Families retain the right to decline participation or withdraw at any time without penalty or impact on eligibility for other services.

The ISST identifies goals and facilitates collaboration to fund services in the community and defines response. It follows a family-driven model, meaning the child/youth/family member is present and actively participates in the plan's development. For any family meeting held within Adams County, a multi-systemic approach, meaning active participation in the meeting by two or more systems, must be present. ISSTs 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. Participation in prevention programs under ACCMP is **voluntary**, and families must provide informed consent prior to engagement in services. These programs must meet one of the following criteria:

- Multi-systemic approach.
- Multiple disciplines involved in the development or enhancement of the program.
- Multiple agencies involved in the delivery of services.
- Program developed to reduce bifurcated services; or
- Joint approach benefiting children, youth, and/or families.

Section 3. Population Served

The ACCMP serves Adams County children and youth from birth through twenty-one (21) years of age and their families who are at risk of system involvement and who voluntarily choose to participate in a multi-system integrated service plan or multisystem approach. No child, youth, or family shall be required to participate in ACCMP services as a condition for accessing other community resources or public benefits.

ARTICLE XII. FISCAL

Section 1. Allocated Funds

Funding identified in the yearly MOU can be a carryover from prior year allocated 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 allocated funds and carryover when monies are available. For this reason, the ACCMP projects a conservative yearly budget based on available resources.

Section 2. Spending

The ACCMP IOG will be responsible for the development of recommendations of policies and procedures that will delineate how funding decisions will be determined including the criteria for contracts and how these entities will be monitored and held accountable for funding received. These recommendations will then be approved by a majority vote.

The ACCMP IOG may review spending/funding proposals two times per year and will evaluate the proposals as they relate to the ACCMP Mission, Strategic Goals, Statute, Rules, and MOU. The ACCMP IOG shall not recommend any program or policy that would require an agency to overspend its budget. The ACCMP Supervisor IOG will maintain oversight of blended and braided funding streams and/or pooled funds and will establish and review policies and procedures for the allocation of funds.

Section 3. Waivers

Any money 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 XIII. 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 practices, 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. Outcome Monitoring

Outcome monitoring for all programming will be reported to the ACCMP Supervisor at identified reporting intervals and as a regular commitment to and practice of continuous quality improvement. 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 4. Staff Training

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

ARTICLE XIV. 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 outcomes 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 XV. OUTCOMES

Colorado Revised Statute (CRS) 24-1.9-103 (1)(a) states that each IOG shall provide a report that includes “a description of the outcomes for children served.” ACCMP can choose at least one of the 15 outcomes selected and approved by the CMP State Steering Committee at the individual client level. Each client must be connected to at least one outcome but can be connected to as many as are applicable and are recorded as required by [OM-DCP-2024-0001](#).

ARTICLE XVI. PROCESS MEASURES

ACCMP selects at least three (3) from the following six (6) process measures annually:

1. **IOG meeting attendance**
Measure: all partners signing MOU attending 75% of the time at 75% of the meetings. Sign-in sheets and meeting minutes will confirm attendance.
2. **Family agency or member participation on the IOG as a voting member**
Measure: a voting family member or agency will attend 50% of all IOG meetings held within the fiscal year. Sign-in sheets and meeting minutes will confirm attendance.
3. **Seventy-five (75%) percent of the agencies contribute resources at a service level, either in-kind or actual funds**
Measure: as determined in section V “Funding Sources” table of the annual MOU.
4. **Use of Evidence-Based or Evidence-Informed practices**
Measure: at least one (1) evidence-based, or evidence-informed practice will be implemented/used under the IOG, as reflected in the current approved MOU.
5. **Process of Continuous Quality Improvement used by the IOG**
Measure: IOG meeting minutes will reflect the continuous quality improvement practices used to inform and improve efforts, at least one (1) time per year.
6. **Evidence of cost-sharing will be reflected in the expenditures section of the annual report**
Measure: cost-sharing will be reflected in the expenditures section of the annual report.

ARTICLE XVII. 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 relates 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 XVIII. TECHNOLOGY AND DATA USE POLICY

Section 1. Purpose and Scope

This section establishes guidelines for the use of technology, data security, and the handling of electronic records within the Adams County Collaborative Management Program (ACCMP). It ensures compliance with federal, state, and local laws regarding data privacy, security, and confidentiality while promoting responsible and effective use of technology to support service delivery.

Section 2. Data Collection, Use, and Storage

- **Authorized Use** – Data collected under ACCMP must be used solely for the purpose of service coordination, assessment, and program evaluation. Access is restricted to authorized personnel with a legitimate need to use the data for programmatic or administrative functions.
- **Informed Consent** – Families and individuals must provide written, informed consent before any personally identifiable information (PII) is collected, stored, or shared electronically, except where legally required.
- **Data Retention and Disposal** – Electronic records shall be maintained in accordance with applicable retention policies and securely disposed of when no longer needed, using methods that prevent unauthorized access or reconstruction.

Section 3. Data Security and Privacy

- **Encryption and Protection** – All sensitive and personally identifiable data must be encrypted during transmission and at rest. Strong authentication measures, including multi-factor authentication, will be required for system access where applicable.
- **Access Controls** – Role-based access restrictions will be enforced to ensure that only authorized individuals can view or modify data. Audit logs shall be maintained to track access and changes to electronic records.
- **Third-Party Data Sharing** – Any sharing of data with external entities must be governed by formal data-sharing agreements, ensuring compliance with applicable laws such as HIPAA, FERPA, and state privacy regulations.

Section 4. Electronic Communication and Telehealth Services

- **Secure Communication** – Email, messaging, and other electronic communications containing confidential information must be conducted through secure, encrypted platforms. Personal or non-secure communication methods should not be used for sensitive discussions.
- **Telehealth and Virtual Services** – When services are provided virtually, platforms must be

compliant with security and privacy regulations. Families must be informed of their rights regarding data protection during virtual sessions.

Section 5. Technology Use in Service Coordination

- **Electronic Case Management** – Digital tools used for case management must adhere to security and compliance standards. Users must complete training on responsible data handling.
- **Use of Artificial Intelligence and Automation** – Any AI-driven or automated tools used in service provision must be reviewed for bias, data security, and compliance with ethical standards.

Section 6. Incident Reporting and Breach Response

- **Data Breach Protocols** – Any suspected or confirmed data breach must be reported immediately to the appropriate authorities. Incident response plans will be implemented to mitigate risks and notify affected individuals as required by law.
- **Corrective Measures** – In the event of a security lapse, corrective actions will be taken, including staff training, policy updates, and system security enhancements.

Section 7. Compliance and Training

- **Staff Training** – All personnel handling electronic data must undergo regular training on cybersecurity, privacy laws, and best practices in data protection.
- **Policy Enforcement** – Violations of this policy may result in disciplinary action, including loss of system access, administrative review, or legal consequences as applicable.

ARTICLE XVIV. LEGISLATIVE ADVOCACY

ACCMP shall not spend state allocated funds on lobbying efforts and must comply with fiscal agent policies as they relate to formal positions on proposed legislation and rule. Individuals and partner agencies may provide public comment as individuals and in accordance with their own agency policies, but not as representatives of the ACCMP. The ACCMP may take formal positions on legislation that are congruent with the formal positions submitted by the fiscal agent.

ARTICLE XIX. 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 the 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.