

2017



SOUTH EAST ALBERTA FASD NETWORK

SOCIETY GOVERNANCE MANUAL

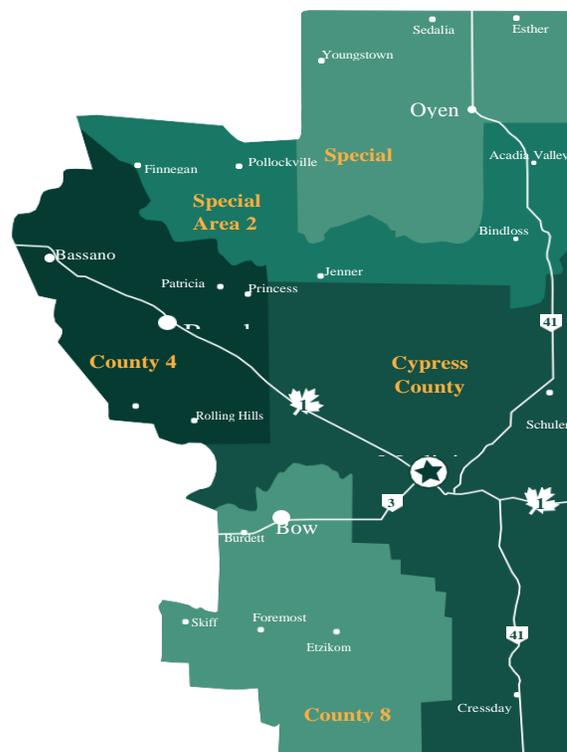


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I. INTRODUCTION

In alignment with the strategic direction of the Government of Alberta, the South East Alberta FASD Network Society Governance Manual is a compilation of documents that govern the Network. It contains the Bylaws, the Terms of Reference and the Policies of SEAFAN plus a brief history and description of the catchment area. Included in the appendices are roles and responsibilities and a sample letter of agreement.

This manual is reviewed annually June–August with revisions implemented and approved at the first Board meeting in September of that year.

- **Bylaws** will only be changed if a process for change has been implemented and approved by Corporate Registry, Service Alberta.
- **Terms of Reference** will only be changed if a process for change has been implemented and approved by the SEAFAN membership.
- **Policies** will only be changed if a process for change has been implemented and approved by the SEAFAN Board of Directors.
- Note* A **Society Annual Return** will be submitted to Alberta Registries 90 days following the end of the fiscal year complete with an audited financial and current list of Directors to maintain society status.

II. HISTORY

As part of the Government of Alberta’s 10-year plan to address Fetal Alcohol Spectrum Disorder through an FASD Cross-ministry Committee (FASD-CMC), the South East Alberta FASD Network (SEAFAN) Society became one of 12 networks in Alberta working to assist Albertans living with FASD. Over the years SEAFAN has grown in its ability to provide information, resources and services to families searching for hope and support of this lifelong disability.

In 2008, SEAFAN began as part of a combined South Network together with Lethbridge and surrounding area eventually separating into its own network, the South East in 2009. The catchment area to which SEAFAN provides awareness, supports and services includes:

- Cypress County
- Medicine Hat
- Redcliff
- County of Forty Mile (County 8)
- Bow Island
- Duchess
- Foremost
- Newell County (County 4)
- Brooks
- Bassano
- Acadia District (MD 34)
- Empress
- Special Areas 2,3,4 (including Bindloss, Cessford, Alberta Dinosaur Provincial Park, Dorothy, Empress, Hanna, Iddesleigh, Jenner, Little Fish Lake, Richdale, Scotfield, Sheerness, Sunnynook, Wardlow.

III. BYLAWS

South East Alberta FASD Network Society Bylaws

(As revised May 2017- Approved by Alberta Corporate Registry, Sept. 12, 2017)

1. Definitions

- a) **FASD** means: Fetal Alcohol Spectrum Disorder.
- b) **Network** means: the catchment area of South East Alberta comprised of agencies, organizations, caregivers and interested stakeholders that is designated as 1 of 12 Networks across Alberta.
- c) **Network Coordinator** means: the contracted staff/organization hired to coordinate and conduct business for the South East Alberta FASD Network Society.
- d) **Member** means: an interested individual who supports the objects of the society.
- e) **Membership** means: the collective group of members.

- f) **Board** means: the Board of Directors/Officers of the South East Alberta FASD Network Society.
- g) **CMC** means: the Cross-ministry Committee comprised of various Government of Alberta Ministries.
- h) **Director/Officer** means: member of the Board of the South East Alberta FASD Network Society.
- i) **Co-Chair** means: one of two Directors/Officers that share the duties of chairing Board and membership meetings.
- j) **Good standing** means a member who has attended and participated regularly and supports the objects of the society.
- k) **GOA** means: Government of Alberta.
- l) **SEAFAN** means: South East Alberta Fetal Alcohol Network.

1.1 Name

The name of the society is South East Alberta FASD Network Society (SEAFAN).

2. Bylaws

Article 1 - Membership

2.1.1 Any individual declaring an interest in FASD service provision or awareness, supports the FASD community and is committed to the mission, vision and bylaws of SEAFAN, is eligible for Membership upon completion, submission and acceptance of their application form, by the SEAFAN Coordinator.

2.1.2 The number of members in SEAFAN is unlimited.

2.1.3 Any member can attend any membership meeting or event of SEAFAN.

2.1.4 Each member present at an Annual General Meeting or any meeting that requires a vote may have

one vote.

2.1.5 Any member 18 years of age or older can hold office on the Board.

2.1.6 There is no membership fee to join SEAFAN and no financial remuneration will be provided for members.

2.1.7 Termination of Membership - Membership in any category can be terminated for any of the following reasons:

2.1.7.1 the member resigns in writing either in letter or email;

2.1.7.2 the member is no longer in good standing.

2.1.8 Conflict of Interest - Members, including Directors, must refrain from influencing SEAFAN's decisions on issues where there is a real, perceived, known or potential conflict of interest. A conflict occurs when a funded agency or contracted individual is involved in the decision-making process of the Board. A member must disclose the nature of any potential conflicts and excuse him or herself from any discussion or vote, if a conflict of interest occurs.

Article 2 - Meetings

2.2.1 An Annual General Meeting will be held once yearly within six months of SEAFAN's fiscal year-end, called by the SEAFAN Coordinator under the direction of the Board. A 21-day notice of the Annual General Meeting will be given to the members in writing by mail, announcement or email.

2.2.2 A Special Meeting will be held when needed and called by the SEAFAN Coordinator under the direction of the Board. A 21-day notice of any Special Meeting General Meeting will be given to the members in writing by mail, announcement or email.

2.2.3 The quorum for the Annual General Meeting or Special Meeting will be a minimum of 10 members.

2.2.4 Membership meetings will be conducted using either Roberts' Rules of Order or any special rules of order the Board may prefer.

2.2.5 Funding, governance and strategic planning decisions are made by the Board. Membership discussions and recommendations are taken forward to the Board for review and decision making. Should a vote be required by membership, decisions will be determined by a majority of votes of members present. Proxy votes will not be allowed. Email votes will be allowed, and motions will be recorded in the minutes. Voting may be a show of hands or secret ballot. When voting is by secret ballot, by show of hands or by email, all members may vote. In the case of a tie, a second vote will be taken. If the question remains tied, the motion is defeated.

2.2.6 In addition to the Annual General Meeting, and Special Meetings, the members will meet at least three times each year. Once a year the entire membership and any interested stakeholders will meet to assess community needs and prioritize current and desired services.

2.2.7 In addition to the Annual General, Special Meetings, and four annual meetings, the Board will meet once per month, unless otherwise indicated (i.e. summer months) at a time and place decided by the Board.

2.2.8 The quorum for Board meetings will be more than 50 percent of Directors/Officers. When a meeting or gathering of the Board is not possible, voting decisions can be made via email or teleconferencing and are documented, entered into the minutes of the following meeting and ratified.

2.2.9 Either Co-Chair will preside over all meetings of the membership and the Board meetings. If neither Co-Chair is present, an alternative Board member will chair the meeting, or the SEAFAN Coordinator may be designated as Chair of the meeting.

2.2.10 All decisions at any meeting must be agreed to by over 50 percent of voting members present before being declared as 'carried' by the Chair.

2.2.11 If more than 50 percent of the Members present demand a recount of votes on resolutions or the election of Directors/Officers, the meeting Chair will conduct a recount of votes.

Article 3 - Board

2.3.1 The SEAFAN Board is made up of:

- a caregiver/parent representative;

- a non SEAFAN funded service provider – child programming;
- non SEAFAN funded service provider – adult programming;
- Indigenous/Métis representation, and;
- Education representative (school district).

A total of five - seven members are recommended. Consideration will be given to members who represent other ministries or programming.

The SEAFAN Coordinator is an ex-officio, non-voting member.

The Board members are nominated from the Membership. The nominated member will submit a statement of interest. The SEAFAN Coordinator will send relevant governance documents to the candidate. After review and recommendations, Directors/Officers are elected by the Board and introduced to the Membership.

2.3.2 Powers of the Board

2.3.2.1 The Board is responsible for making all decisions regarding the finances and governance of SEAFAN. It will decide on any matter which is not reserved for the Membership and which agrees with the registered objects of the organization.

2.3.2.2 The Board is responsible for the financial security and accountability of SEAFAN as outlined by the SEAFAN Business plan submitted to the FASD-CMC.

2.3.2.3 The Board will ensure that all the necessary financial and other records of SEAFAN required by law, or by the Society bylaws, are properly kept.

2.3.2.4 The Board may establish committees and delegate responsibility to them as needed.

2.3.2.5 The Board will decide the salary, compensation and responsibilities of the SEAFAN Coordinator as they align with the FASD-CMC Strategic and Operational Plan and budget parameters.

2.3.2.6 A Director/Officer who has missed three consecutive meetings without reason is deemed to have resigned from the Board.

2.3.2.7 The Board may review and subsequently remove a Director/Officer from the Board, who is no longer a member in good standing.

2.3.2.8 The Board is responsible for ensuring the strategic direction of SEAFAN is consistent with the FASD-CMC Strategic and Operational Plan and that the operation of SEAFAN is effective in achieving its goals.

2.3.2.9 The Board will monitor the performance of SEAFAN by acquiring and reviewing measures of performance and by holding operational staff and service providers accountable for success.

2.3.3 Payments to

2.3.3.1 Directors/Officers will not receive any pay from SEAFAN for Board or Membership related duties while on the Board.

2.3.3.2 Directors/Officers will be compensated for reasonable expenses while carrying out authorized Board duties. This may include conference costs, travel and subsistence while representing SEAFAN.

2.3.3.3 A Directors/Officer must resign from the Board before applying for any paid position with SEAFAN.

Article 4 – Nomination, Election and Tenure

2.4.1 A Director/Officer will be elected from the existing membership of SEAFAN as a position becomes available.

2.4.2 Terms can start as soon as a Director/Officer position becomes available and the Member has been nominated, reviewed and accepted. The term does not necessarily start and end at the Annual General Meeting.

2.4.3 Each Co-Chair should have already served on the Board for at least one year as a Director/Officer unless recommended by a majority vote of the current Directors/Officers.

2.4.4 Term of Office – A Director/Officer may serve no more than three two-year terms unless re-nominated and re-elected. However, a Director/Officer who serves as Co-Chair will be allowed to complete his/her term to ensure the Co-Chairs stagger their start and end dates for continuity.

2.4.5 Members of the Board will hold office for their term or until:

2.4.5.1 s/he ceases to be a member of SEAFAN;

2.4.5.2 s/he resigns by a written notice, or;

2.4.5.3 s/he is no longer a member in good standing.

Article 5 - Duties of the Board

2.5.1 Co-Chair is:

2.5.1.1 to act as chairperson at all meetings of SEAFAN;

2.5.1.2 to act as the official spokesperson and representative of SEAFAN;

2.5.1.3. to ensure that the Board follows SEAFAN bylaws and FASD-CMC guidelines;

2.5.1.4 to supervise the work of SEAFAN Coordinator in consultation with the Board;

2.5.1.5 to ensure the annual review of all policies, procedures and bylaws.

Article 6 - Finances

2.6.1 The fiscal year of SEAFAN will be from April 1 to March 31.

2.6.2 Annual financial statements, detailed records, supporting documents and all books and records of the Society will be maintained at the SEAFAN office and be made available to any SEAFAN Member upon request.

2.6.3 The financial records for SEAFAN will conform to generally accepted accounting practices as outlined by the Canadian Institute of Chartered Accountants handbook. The financial status and statements of

SEAFAN will, at least annually, be audited by a duly certified and accredited Chartered Accountant. Audited financial statements will be completed within three months following the close of the fiscal period.

2.6.4 All SEAFAN financial transactions requiring a cheque from the SEAFAN bank account must be signed by two of the following people: the Co-Chairs and the SEAFAN Coordinator.

Article 7 - Indemnity and Exclusion of Liability

2.7.1 All Directors/Officers will be indemnified by SEAFAN from all costs and expenses that they incur in carrying out their authorized duties, including all costs and expenses that they incur in any legal proceeding brought against them; except those costs and expenses that result from the person's own willful neglect or default.

2.7.2 Directors/Officers and Officers' Liability insurance policy in the amount of two million dollars (\$2,000,000.00) will be carried by SEAFAN.

Article 8 - Head Office

2.8.1 SEAFAN will be located at #12, 941 South Railway Street SE, Medicine Hat, Alberta T1A 2W3 or as otherwise agreed to by the Board at an Annual General Meeting.

Article 9- Amendments

2.9.1 The SEAFAN bylaws may be amended by a majority vote of the Members present by special resolution of the society.

2.9.10 Proposed amendments to the bylaws must be distributed to the Directors/Officers at least 30 days prior to the meeting at which they are to be considered.

2.9.11 Bylaws can only be changed by a special resolution of the Members.

Article 10- Borrowing Money

2.10.1 SEAFAN does not deem it necessary or useful to borrow funds of any kind at this time.

Article 11- Society Seal

2.11.1 SEAFAN is not currently adopting a society seal.

3. Annual General Meeting

Article 1 – Annual General Meeting

3.1.1 An Annual General Meeting will be held once yearly and called by the Board. One month notice will be given to the Membership and all interested stakeholders. Interested community members are invited and encouraged to attend.

3.1.2 A quorum for the Annual General Meeting or any Special General Meeting will be a minimum of 10 members in good standing at the time of the meeting.

3.1.3 The Annual General Meeting will be conducted using either Roberts' Rules of Order or any special rules of order the Board may prefer.

3.1.4 All decisions must be agreed to by over 50 percent of voting Members present before being declared as 'carried' by the Chair. When voting is by secret ballot, by show of hands or by email, all attending members may vote. In the case of a tie, a second vote will be taken. If the question remains tied, the motion is defeated.

3.1.5 Agenda of AGM

- Approval of Minutes
- SEAFAN Coordinator's Report of Previous Year
- Service Provider Reports
- Financial Report
- Auditor's Report
- Acceptance of Auditor's Report
- Announcement of new Members
- Announcement of new Directors/Officers
- Special guest/report

4. Dispute Resolution

Article 1 – Dispute Resolution Process

4.1.1 The success of the Network is built on cooperation, collaboration and partnership.

4.1.2 Disagreements and disputes between Members are considered serious and must be addressed proactively and in a timely manner.

4.1.3 The following process will be implemented to resolve disputes:

4.1.3.1 A notice of disagreement should be addressed in writing to the Board via one of the Co-Chairs. The Co-Chairs will acknowledge receipt of the notice of disagreement in writing to the involved parties within five business days outlining the date of review.

4.1.3.2 Co-Chairs will then call a review meeting of the Co-Chairs and the SEAFAN Coordinator to address the disagreement and discuss ideas on how to proceed. The notice of disagreement will be addressed at the review meeting within five business days of receiving the notice.

4.1.3.3 If the Co-Chairs and SEAFAN Coordinator are unable to resolve the conflict to the satisfaction of the complainant, the complaint will be taken to the Board and the notice of disagreement will be addressed at a second review meeting within five business days of the first review meeting.

4.1.3.4 If the Board is unable to resolve the conflict to the satisfaction of the complainant, an outside impartial party will be retained at the expense of SEAFAN to address the disagreement within 10 business days of the second review. The decision of the outside arbiter will be binding.

4.1.3.5 If either of the Co-Chairs is involved in the dispute, the Co-Chair will excuse him or herself from the proceedings and another Director will fill this role. Any conflict that reaches this step must be addressed within five business days and a written outcome and explanation will be provided to SEAFAN member(s) involved in the dispute.

5. Signing Authority

Article 1 – Board of Director Signatures

5.1.1 At least one Co-Chair signature is required on all finance and governance documents. When more than one signature is required, the other Co-Chair or SEAFAN Co-ordinator may sign.

5.1.2 Director signatures verify their agreement with the contents of these bylaws and that they share the same vision, mission and bylaws of the SEAFAN Society.

5.1.3 Signatures as follows:

_____ Marlene Cadotte– Co-Chair, South East Alberta FASD Network Society

_____ Gary Straub – Director, South East Alberta FASD Network Society

_____ Jackie Sehn - Director, South East Alberta FASD Network Society

_____ Justin Boodhoo – Director, South East Alberta FASD Network Society

_____ Deanna Glenn – Director, South East Alberta FASD Network Society

_____ Myrna Stark, SEAFAN Network Coordinator

IV. TERMS OF REFERENCE

South East Alberta Fetal Alcohol Spectrum Disorder Network Society

Terms of Reference

1. Vision

The Southeast Alberta Fetal Alcohol Network (SEAFAN) envisions communities responding collaboratively to the prevalence of Fetal Alcohol Spectrum Disorder (FASD) and providing a continuum of services which respects diversity.

2. Mission

In alignment with the strategic direction provided by the Government of Alberta, SEAFAN builds capacity in communities to respond to the prevalence of FASD by enhancing existing services and by fostering the development of new services in three areas: prevention, diagnosis and supports.

3. Goals:

- 3.1 to provide the leadership necessary to build the capacity in communities to provide lifelong supports to individuals affected by FASD and those who care for them
- 3.2 to promote collaboration among service-providers
- 3.3 to provide opportunities for communities to interact with individuals affected by FASD and those who care for them
- 3.4 to identify the needs of individuals affected by FASD, the needs of those who care for them and the needs of the communities responding to the prevalence of FASD

4. Membership

Membership is open to groups and individuals who are committed to the mission, vision and goals of SEAFAN and who declare an interest in FASD service provision or support the FASD community. SEAFAN strives to recruit members from the FASD Cross-ministry Committee member ministries, diverse communities and caregiver representatives. Registered members of SEAFAN may be nominated to serve on the SEAFAN Board of Directors.

5. Board of Directors

SEAFAN is governed by a Board of Directors which is accountable to the FASD Cross-ministry Committee.

6. Liability Insurance

SEAFAN carries liability insurance to protect its Board of Directors.

7. Funding Guidelines

As a condition of funding, SEAFAN fulfills the requirements set out by its funder, the Government of Alberta FASD Cross-Ministry Committee.

SEAFAN distributes funding by awarding contracts to applicants who are deemed the best-suited to provide the services specified in a Request for Proposal or in an employment interview.

Any special requests for funds presented to SEAFAN are evaluated and determined by the SEAFAN Board based on need, purpose, fairness and available funds.

A contract between SEAFAN and a service provider may be renewed if the service provider has demonstrated an ability to meet the contract deliverables specified in a Letter of Agreement and if the service provider submits a written request for renewal in the form of an approved Schedule B request.

8. SEAFAN Coordinator

A Network Coordinator is contracted to provide leadership, develop and manage programs, manage contracts and direct the ongoing development of SEAFAN as specified in a Letter of Agreement.

9. Financial Accountability

An incorporated entity is contracted to serve as Banker and hold funds granted to SEAFAN for specific initiatives.

A financial audit is performed annually.

V. POLICIES

South East Alberta Fetal Alcohol Spectrum Disorder Network Society Policies

1.1 ROLE OF THE NETWORK

SEAFAN's focus is to build regional capacity by determining the need for FASD services, enhance existing FASD services and to strive to provide and maintain FASD services where gaps exist. SEAFAN will provide FASD services through a purposeful, collaborative approach in four primary areas:

- Awareness
- Prevention
- Assessment and Diagnosis
- Support for Individuals and Caregivers

Through dynamic partnerships and collaboration of its members, SEAFAN provides a comprehensive, coordinated response to FASD to individuals and families within the region, including a full continuum of services across the lifespan, which are culturally appropriate and sensitive to individual, family and community diversity.

1.2 GOALS

- To provide the **leadership** necessary to build capacity in communities to provide lifelong supports to individuals with FASD and those who care for them.
- To promote **collaboration** among service providers.
- To provide **opportunities** for communities to interact with individuals with FASD and those who care for them.
- To **identify the needs** of individuals with FASD, the needs of those who care for them and the needs of the community.
- To **respond to the prevalence** of FASD through awareness and prevention strategies.

1.3 BELIEFS

Members of SEAFAN believe the following:

- FASD is a disability which has wide-ranging effects on individuals and society.

- FASD is preventable.
- Women and families who are supported during pregnancy will have better birth outcomes than those who lack support.
- Timely diagnosis is critical to improving the lives of individuals affected by FASD and those who care for them.
- Awareness and prevention strategies can help to reduce the prevalence of FASD.

1.4 GUIDING PRINCIPLES

- Develop a collaborative approach.
 - Respect diversity including, but not limited to, GBA+ and Indigenous populations in governance and in practice.
 - Ensure funds are granted in a manner consistent with SEAFAN strategic planning, funding guidelines as per the Terms of Reference, and in alignment with the FASD-CMC Strategic and Operational Plan.
- Promote a strength-based approach.
- Address needs across the life span without barriers.
- Focus on accountability and transparency.
- Enhance existing capacity to address identified needs.

1.5 NETWORK GOVERNANCE

SEAFAN Management Structure

SEAFAN is made up of members from the catchment area and is governed by a diverse Board that is directed by two co-chairs. SEAFAN further receives direction from the Cross-ministry Committee (FASD-CMC) through the FASD Provincial Coordinator and the FASD-CMC Strategic and Operational Plan.

The co-chairs work closely with the Coordinator, who relays information from the FASD-CMC to SEAFAN. The SEAFAN Coordinator will be directed by the FASD-CMC Strategic and Operational Plan, overseen by the Provincial Coordinator with approval from the Board on governance and finance decisions. Daily operations will be the responsibility of the Coordinator with feedback provided by the Co-Chairs.

SEAFAN Coordinator

A Network Coordinator is hired as a contract position. This position is responsible for the daily coordination and operation of SEAFAN as per the LOA and provides all external and internal communications.

The SEAFAN Board oversees the SEAFAN Coordinator's contract to ensure alignment with the FASD-CMC Strategic and Operational Plan and all governing documents.

Internal Accountability Mechanisms

- **Board** members make finance and governance decisions.
- **SEAFAN members** can vote on issues concerning society bylaws, and terms of reference (TOR) as well as submit nominations of Board members.
- **SEAFAN funded agencies, organizations or contract positions** must ensure they meet all requirements as outlined in their Letter of Agreement (LOA). Failure to do so may result in the service being discontinued. (As per the TOR funding guidelines.)
- **SEAFAN stakeholders** are involved in regular meetings and invited to raise issues or concerns. They will, however, not be in a position of decision making. If a stakeholder is involved in, or has positive or negative knowledge of a SEAFAN funded service, it is his/her responsibility to report this to the Co-Chairs or Coordinator. It may then be reviewed against the deliverables outlined in their LOA.

1.6 SEAFAN STRUCTURE AND OPERATIONS

- Maintain a planning and decision-making forum and process among SEAFAN members.
- Maintain clearly defined roles of SEAFAN members.
- Maintain established procedures for both sharing information and dispute resolution.
- Annually develop funding proposals/ business plan in accordance with requirements established by SEAFAN and in line with the network's strategic planning, and GOA budget parameters.
- Established funding requirements (as per the TOR):

1. SEAFAN distributes funding by awarding contracts to applicants who are deemed the best-suited to provide the services specified in a Request for Proposal or in an employment interview.
2. Any special requests for funds presented to SEAFAN are evaluated and determined by the SEAFAN Board based on need, purpose, fairness and available funds.
3. A contract between SEAFAN and a service provider may be renewed if the service provider has demonstrated an ability to meet the contract deliverables specified in a Letter of Agreement and if the service provider submits a written request for renewal in the form of an approved Schedule B request.

1.7 DELIVERY OF SERVICES *(by Service Providers)*

- To provide quality services to children, youth, adults and their support networks in accordance with funding agreements with SEAFAN.
- To enhance the knowledge within FASD service providers by engaging in leading practice opportunities.
- To engage partners in a community development approach to delivery of FASD services.
- To demonstrate collaboration among services for coordinated service delivery and to build community capacity.
- To respond appropriately and sensitively to diverse populations.

1.8 COMPLIANCE AND REPORTING *(of Service Providers)*

- To meet measurable outcomes that align with identified deliverables as outlined in the SEAFAN LOA.
- To provide reports to SEAFAN as determined by the LOA.
- To provide data as determined by the FASD-CMC such as ORS, Penelope and other identified collection tools.
- To participate in evaluations as required.
- To ensure program and service providers comply with appropriate legislation through policies which address things such as informed consent, privacy laws, Gender Based Analysis + (GBA+), Truth and Reconciliation (TRC) documents, etc.
- To maintain up-to-date records accessible to the SEAFAN Coordinator on behalf of the FASD-CMC.

2.1 BOARD OF DIRECTORS

The SEAFAN Board of Directors is a governing body that represents and directs SEAFAN in finance and governance decisions and is accountable to the FASD-CMC.

RESPONSIBILITIES INCLUDE:

- Ensuring the direction of SEAFAN is consistent with the FASD-CMC Strategic and Operational Plan, and that the operation is effective in achieving its goals.
- The accountability for directing and appropriately managing funds provided by the FASD-CMC for the priorities outlined in the FASD-CMC approved SEAFAN Business Plan.
- Liaising with the FASD-CMC through the SEAFAN Coordinator and the Provincial Coordinator on SEAFAN's actions and results.
- The signature of at least one Board member is required on documentation to be submitted to the provincial FASD-CMC.

The SEAFAN Board of Directors will be comprised of members who are not funded by the FASD-CMC or that work for the *Ministry of Community and Social Supports* but that represent the agencies and organizations within the region that are engaged with individuals and families impacted by FASD. This includes diverse populations together with Indigenous. Further, the Board will include at least one family caregiver of an individual diagnosed or suspected of FASD. The Board will meet monthly and members are expected to attend the membership quarterly meetings. Board composition may consist of the following:

- Non-funded service provider or interested stakeholder.
- Non-funded interested parent/caregiver of children or adults with FASD.
- The Board of Directors will operate with five-seven members.
- Only one representative will be permitted from any one area. (E.g. one from Alberta Health Services, one from Education, etc.)
- (See Bylaws Article 2 and 3 for more information on the Board.)

2.2 NETWORK FUNDING

Based on the submission of a comprehensive Business Plan/Funding proposal, SEAFAN is granted yearly funds from the GOA FASD-CMC to provide services in the south east Alberta region based on determined needs, the prioritized strategies and the capacity of the GOA.

SEAFAN expects that funding for existing programs will be sustained each year with the anticipation that any additional funds will allow for program enhancements. Funding is prioritized to ensure the following:

- An increased number of **diagnoses** of individuals 0-18 years will be completed.
- An increased number of **diagnoses** of individuals over 18 years will be completed.
- An increased number of adults diagnosed or suspected of FASD will receive **services and supports**.
- A decrease in the number of FASD babies born because of the **PCAP** programs will be achieved.
- An increase in the number of youth either diagnosed or suspected of FASD, that receive **help and mentoring**, will be achieved.
- An increase in the number of children either diagnosed or suspected of FASD will receive **services and supports**.
- An increase in FASD **awareness and prevention** messaging will remain a priority.

FUNDING SCHEDULE:

Service Providers will receive funds quarterly from the FASD-CMC through SEAFAN at the beginning of each quarter through the April 1- March 31 fiscal period. It is the responsibility of the service providers to budget accordingly to avoid an interruption in services.

2.3 CONTRACT MANAGEMENT:

Contracts are managed for SEAFAN by the SEAFAN Coordinator. It is the role of SEAFAN to monitor the performance of the service providers to ensure deliverables are being met and to further provide support and communication. Funding is allocated per the description below.

- Established funding requirements as per the TOR:
 1. SEAFAN distributes funding by awarding contracts to applicants who are deemed the best-suited to provide the services specified in a Request for Proposal or in an employment interview.

2. Any special requests for funds presented to SEAFAN are evaluated and determined by the SEAFAN Board based on need, purpose, fairness and available funds.
3. A contract between SEAFAN and a service provider may be renewed if the service provider has demonstrated an ability to meet the contract deliverables specified in a Letter of Agreement and if the service provider submits a written request for renewal in the form of an approved Schedule B request.

2.4 COMMUNICATION

Face-to-face meetings, video conferences and teleconferencing meetings, the SEAFAN website, social media, newsletters and meeting minutes have proven to be successful communication tools in a diverse and far reaching Network. Members receive ongoing communication and information of upcoming events, trainings, conferences or webcasts through these methods.

2.5 RISK ASSESSMENT

- Funding through the GOA FASD-CMC may be discontinued.
- A fluctuation throughout Alberta due to the changing economy makes it difficult to find and retain qualified staff.
- As the number of diagnoses increases, so does the need for follow-up care and supports across the lifespan.
- As the need for services increases, the waitlist continues to grow.
- Additional funding is necessary to accommodate increased needs.

HOW TO MITIGATE THESE RISKS:

- As funding for supports is constantly at-risk, increased collaboration with funded and non-funded agencies helps to provide in-kind supports from other ministries (Persons with Developmental Disabilities (PDD), Alberta Health Services, etc.)

- SEAFAN will seek charitable status allowing them to request other sources of funding and reduce the reliability on only one source, the FASD-CMC.
- Maintaining wage enhancement to secure staff retention remains an issue. Providing training or tools to help support staff in their jobs may help mitigate this risk.
- Collaborating with community partners to create strategies to reduce waitlist either through support groups or an FASD support worker.
- Providing FASD training through SEAFAN to enhance services of both funded and non-funded service providers and increase capacity throughout the region.

2.6 INFORMATION MANAGEMENT

All information is collected and monitored by the SEAFAN Coordinator. The Coordinator will ensure all reports are completed and submitted by funded agencies, reviewed and submitted to the FASD-CMC. SEAFAN complies with all legislation including Freedom of Information and Protection Act (FOIP), etc.

2.7 INTERNAL NETWORK COLLABORATION MODEL

The SEAFAN Coordinator will collect all internal information as the main contact for SEAFAN. This includes sharing concerns or comments from any SEAFAN member, or the FASD-CMC, or the Board, to the respective party. The Board can address any of these parties directly, however, the Coordinator should be informed of all concerns.

Any SEAFAN member may bring a concern forward by first contacting the SEAFAN Coordinator or one of the Co-chairs. If necessary, the dispute resolution process will apply as per Bylaw No. 4.

2.8 REPORTING REQUIREMENTS

All agencies, organizations or contract positions providing services will be required to provide the following reports as per their LOA and funding requirements:

- Quarterly On-Line Reporting System (ORS) reports (if providing FASD services.)
- Biannual narrative report on approved template and financial report in the form of a Schedule B.
- Annual (year-end) report on approved template and financial report in the form of a Schedule B.
- Any anticipated discrepancies in biannual or annual spending must be reported at least two months prior to the close of that period if a shortage or surplus is expected.

SEAFAN Annual Narrative and Financial Reports

- Will be compiled by the Banker and audited by Meyers Norris Penny (MNP) – financial report only.
- Will be completed 90 days after the end of the fiscal year.
- An audited financial statement will be submitted to the FASD-CMC.
- SEAFAN's annual narrative report will be submitted to the FASD-CMC.
- The audited financial statement will be presented to the membership at the AGM.
- Any anticipated discrepancies in biannual or annual spending must be reported at least two months prior to the close of that period if a shortage or surplus is expected.
- Adjustments will be implemented based on the reports.
- Consequences may be implemented if agencies do not fulfill the responsibilities of their LOA.

2.9 PREVENTION CONVERSATION

SEAFAN participates in the FASD-CMC prevention campaign – *Let's Talk - The Prevention Conversation: A shared responsibility*, targeting women from 18-45 years, of childbearing years, and the new *Let's Get Real ...about sex and drinking* campaign for adolescents 12-18 years. The overall

strategy is to start conversations with individuals in these target groups about FASD prevention. The message – *Safest not to drink alcohol during pregnancy* – is the acceptable common messaging. The campaigns strive to increase overall awareness of FASD in Alberta and work cooperatively with other such campaigns such as the Mocktail campaign, etc.

VI. APPENDICES

APPENDIX A

ROLES AND RESPONSIBILITIES SEAFAN SOCIETY BOARD OF DIRECTORS

1.0 RESPONSIBLE TO

- Provide leadership as a governing body of SEAFAN by ensuring the strategic direction of SEAFAN is consistent with the FASD-CMC Strategic and Operational Plan and ensuring that the operation of SEAFAN is effective in achieving its goals.
- Direct and appropriately manage funds provided by the FASD-FASD-CMC for the priorities outlined in the FASD-CMC approved Business Plan.

- Monitor the performance of SEAFAN by acquiring and reviewing measures of performance, and by holding operational staff and service providers accountable for success.
- Report to the FASD-CMC through the SEAFAN Coordinator and Provincial Coordinator on SEAFAN's actions, results, financial and other reporting requirements.

2.0 TASKS INCLUDE

- Engage the members of the FASD Network to assess community needs for FASD supports and services within the SEAFAN Catchment area.
- Approve and sign annual Business Plan; Grant Application and Business Plan Addendum to be submitted to the FASD- CMC by the SEAFAN Coordinator.
- Engage partners and connect with other supports to enhance collaboration, coordinate service delivery and build community capacity.
- Solicit funding proposals (RFP) or other expressions of interest from the community and communicate clearly the expectations and criteria for these proposals.
- Maintain funding criteria that govern funding decision and enable allocation of funds according to priorities in the Business Plan.
- Together with the SEAFAN Coordinator, implement a transparent process for making funding decisions according to the funding criteria.
- Review funding decisions and contracts annually as a condition of their renewal, considering changing community needs and SEAFAN priorities.
- Maintain formal agreements with FASD-CMC and with service providers to disburse FASD SEAFAN funds as directed.
- Review and approve all documentation required by the FASD-CMC and SEAFAN Coordinator including but not limited to Terms of Reference, LOA's, policies, budget and financial reports.
- Ensure SEAFAN compliance with all relevant legislation, this includes FOIP, Health Information Act, GOA Direction Setting Documents, etc.
- Ensure compliance with FASD-CMC Strategic and Operational Plan.

- Ensure Board protection with a Liability Insurance Policy and obtain legal advice as required.
- Participate in the annual Strategic Planning Day and AGM. Assess, prioritize and implement an action plan resulting from the Strategic Planning Day.
- Ensure SEAFAN's bylaws are upheld and implemented when necessary.
- Participate in program evaluation implemented by the FASD-CMC.
- Participate in Board Member monthly meetings.
- Clearly define and oversee the roles and responsibilities of SEAFAN, including the Board, Coordinator, Banker, service providers and any additional operational staff.

3.0 LIMITATIONS

Members of the Board who are also service providers; SEAFAN members who receive funds for service provision or any staff member employed by or in any way accountable to a SEAFAN member who is receiving funds from the SEAFAN Board to provide FASD programs or services cannot participate in the oversight of the written agreements.

APPENDIX B

ROLES AND RESPONSIBILITIES SEAFAN SOCIETY BOARD CO-CHAIRS

Ultimate responsibility to SEAFAN and SEAFAN Board for its administration, direction, programming, outreach and communication.

1.0 TASKS INCLUDE

- Working in collaboration with the FASD-CMC, the Provincial Coordinator, the Board, the SEAFAN Coordinator, Banker, and the SEAFAN Membership.
- Administration – contribute to the development of ideas and agendas for SEAFAN meetings, review materials and be prepared for meetings.
- Participate in the approval process for funding – approve funding decisions and provide signature on documents on behalf of SEAFAN.

- Provide personal information as required at the banking institute at which SEAFAN banks to be approved for signatures on SEAFAN cheques.
- Monitor the performance of SEAFAN to ensure it operates efficiently and effectively within all regulations.
- Provide insight into the creation/adaptation and implementation of plans and strategies based on community needs.
- Chair monthly SEAFAN Board meetings, quarterly SEAFAN Membership Meetings, Strategic Planning Day, and Annual General Meeting or designate an alternative.
- Attend provincial meetings as required and report back to the Board.
- Be available to attend FASD Conferences and Trainings if the SEAFAN budget allows.
- Participate in all roles and responsibilities as outlined in Appendix C for the SEAFAN Society Board.

APPENDIX C

ROLES AND RESPONSIBILITIES SEAFAN COORDINATOR

1.0 RESPONSIBLE TO

The SEAFAN Coordinator is accountable to the SEAFAN Board for implementing SEAFAN's operational priorities, particularly the enhancement of FASD programs and services.

2.0 TASKS INCLUDE

Develop and submit an annual Business Plan, Grant Application and Business Plan Addendum to be submitted to the FASD-CMC once approved by the SEAFAN Board.

- Ensure FASD-CMC Strategic and Operational Plan compliance

- All communication from the FASD-CMC will come through the SEAFAN Coordinator
- FASD-CMC Strategic and Operational Plan
- Work with the Board to plan meetings.
- Arrange and facilitate all monthly SEAFAN Board meetings.
- Arrange and facilitate all quarterly SEAFAN Membership meetings.
- Arrange and facilitate annual Strategic Planning Day.
- Arrange and facilitate Annual General Meeting.
- Prepare Annual General Meeting report for distribution.
- Prepare all documentation prior to and after each meeting (agenda, minutes, notices, newsletters).
- Communicate information to all SEAFAN Members, SEAFAN Board, Service Providers, Provincial Coordinator, FASD-CMC and other networks as necessary.
- Attend all provincial meetings as required.
- Work collaboratively with other networks to ensure efficient results and strive for best practices.
- Work with the Banker to ensure financial statements are submitted to the FASD-CMC as required.
- Compile and submit all biannual reports and annual reports to the FASD-CMC.
- Develop Letters of Agreement and manage the service delivery contracts.
- Develop Letters of Agreement and manage all contracted SEAFAN staff.
- Work together with the Board to annually review and update Terms of Reference, Policies, Roles and Responsibilities, Policies (Governance Manual). Review Society Bylaws and submit revisions to the Corporate Registry as needed with due process.
- Work together with the Board and Banker to submit financial statements for a yearly audit.
- Work together with the Board and Banker to submit annual return statement to the GOA Alberta Registries to maintain society status.
- Work with the Network to ensure the FASD-CMC evaluation process is implemented.

- Work with SEAFAN to ensure the PCAP evaluation process is implemented.
- Submit proposals (Business Plan and grant applications), schedule B's etc. as necessary to the FASD-CMC for funding.
- Together with the Banker, track funds and expected surplus/deficit amounts. Work with the Board to determine use of surplus funds if this occurs, based on the needs assessments and SEAFAN priorities. Submit required paperwork.
- Provide on-going process for SEAFAN Membership – collect forms and information.
- Provide on-going process for SEAFAN Board member recruitment.
- Research information and report any applicable SEAFAN Professional Development opportunities.
- Develop and maintain website and other forms of social media.
- Regulate ORS submissions.
- Promote SEAFAN and available services within the catchment area and ensure the development of promotional materials or publications as needed based on the direction of the Board.
- Provide training opportunities when possible and funding allows.
- Maintain connection with Caregivers.
- Participate in other FASD-CMC related committees as appropriate e.g. Communications Committee, Adolescent Project Advisory Committee.
- Attend FASD conferences and training opportunities when possible and funding allows.

3.0 SUPERVISION RECEIVED

The SEAFAN Coordinator is accountable to the Board.

4.0 LIMITATIONS

An operational staff member who is employed by or in any way accountable to a SEAFAN member who is receiving funds from the Board to provide FASD programs or services cannot participate in the oversight to the written agreements or funding decisions.

APPENDIX D

ROLES AND RESPONSIBILITIES SEAFAN CONTRACT MANAGEMENT

Accountable to the SEAFAN Board to create, administer and enforce written agreements that govern funded service delivery and contracted positions as directed by the Board.

1.0 TASKS INCLUDE

- Draft and administer written agreements for funded FASD services and contracted positions under the direction of the Board.
- Ensure that programs and services funded by SEAFAN comply with appropriate privacy legislation (i.e., the Freedom of Information and Protection of Privacy Act and the Health Information Act) and are accredited service providers.
- Provide oversight by ensuring that service providers and contract positions are compliant with written agreements, and by directly enforcing agreement provisions (service provision, financial and other reporting).
- Identifying compliance issues to the Board as needed and when directed by the Board, initiate legal or other action to ensure accountability of funded service provider or contract position.
- Demonstrate to SEAFAN that service providers and contract positions are compliant with written agreements through consistent reporting to the SEAFAN Board.
- Maintain up-to-date records that are accessible to the SEAFAN Board, the FASD-CMC and Provincial Coordinator.
- Ensure all service providers provide proof of Certificate of Insurance.
- Together with the SEAFAN Board, establish funding criteria and decision-making processes to govern the distribution of funds received from the FASD-CMC.
- Together with the SEAFAN Board, implement the established funding process as per the TOR 2.2.
- Review all Requests for Proposals (RFP's) based on criteria determined by the SEAFAN Board and provide feedback and recommendations.
- Maintain SEAFAN bylaws.

- Other contract related tasks as designated by the Board.
- Attend monthly SEAFAN Board meetings.
- Disclose any professional or personal association with any potential contract applicant.
- Participate in all Quarterly Membership Meetings, AGM and Strategic Planning Day.
- Contract issues will be communicated between the SEAFAN Coordinator and the service providers or contracted position and forwarded to the SEAFAN Board.

2.0 SUPERVISION RECEIVED

As per the SEAFAN Coordinator above.

3.0 LIMITATIONS

A SEAFAN member receiving FASD-CMC funds to provide FASD programs or services. To play both roles would create an unacceptable conflict of interest situation in which an organization is responsible for holding itself accountable.

Employed by or in any way accountable to a SEAFAN member who is receiving FASD-CMC to provide FASD programs or services.

APPENDIX E

ROLES AND RESPONSIBILITIES SEAFAN SOCIETY NETWORK BANKER/BOOKKEEPER

Comply with financial and other reporting requirements established by the FASD-CMC and the SEAFAN Board. Disburse SEAFAN funds as directed by the SEAFAN Coordinator and approved by the Board.

1.0 TASKS INCLUDE

- Contract directly with SEAFAN to complete the banking and reporting tasks of the SEAFAN Society.
- Release funds according to the funding decisions and timelines established by the SEAFAN Coordinator and approved by the Board, based on signed Letters of Agreement as per the Terms of Reference, (i.e., quarterly allocations, etc.).
- Track all SEAFAN accounts and provide updates to the Board as required – this includes any projected surplus, deficit, other SEAFAN grant funds, etc.
- Complete financial biannual (Schedule B's) and annual actuals and forward to the SEAFAN Coordinator.
- Maintain up-to-date records that are accessible to the FASD-CMC and SEAFAN Board.
- Complete cumulative annual reports (Schedule B) for SEAFAN and forward to an accounting firm for auditing. This final audit will be forwarded by the SEAFAN Coordinator pending Board approval to the FASD-CMC no more than 60 days after the final annual report is completed.

2.0 SUPERVISION RECEIVED

The SEAFAN Coordinator and the Banker will work collaboratively to monitor the administration of SEAFAN. The Banker will report to the SEAFAN Board as required.

3.0 LIMITATIONS

None identified.

APPENDIX H

LETTER OF AGREEMENT TEMPLATE

South East Alberta FASD Service Network
12, 941 South Railway St. SE
Medicine Hat, Alberta
T1A 2W3

DATE: (date of contract here)

LETTER OF AGREEMENT

Contractor:

*Betty Cooper
12, 345 Riverdale Rd.
Medicine Hat, AB
T1A 2W3*

RE: name of contracted position (i.e. SEAFAN Contract Manager)

Dear Betty Cooper: name of individual authorized to sign the contract

The following Letter of Agreement confirms the mutual considerations and agreements between **Betty Cooper** and the **South East Alberta Fetal Alcohol Spectrum Disorder Service Network Society** hereafter stated as SEAFAN, and the contractor for the provision of the above captioned services:

1. The services outlined in Appendix A, which are attached to this Letter of Agreement, become part of this agreement.

2. The term of the agreement is from *Sept. 8st, 2017 – March 31st, 2018*.
3. The maximum amount SEAFAN will pay the service provider (contractor) under this agreement is \$ **25,000.00**. See below.

\$ 21,000.00 Labour Costs

\$ 1,000.00 Resources

\$ 3,000.00 Travel and Subsistence

\$ 25,000.00

4. SEAFAN will release funds under this agreement to the contractor at the beginning of each quarter until the end of this fiscal period up to the maximum amount. Should the contract be renewed for the next fiscal year, installments will be forthcoming to the individual as they are received from the FASD-CMC and in accordance with the Schedule B. It will be the responsibility of the contractor to ensure funds will extend to the end of the fiscal period (*March 31, 2018*).
5. The following terms respecting hold harmless liability, confidentiality, extent of relationship and ownership of materials will apply:
 - 5a. The contractor agrees to hold harmless, SEAFAN from any and all third-party claims, demands, actions or costs (including legal costs on a solicitor client basis) for which the contractor is legally responsible, including those arising out of negligence or willful acts by the contractor or the contractor's employees or agents. This hold harmless will survive this agreement;
 - 5b. SEAFAN will not be liable or responsible for any bodily or personal unjustly or property damage of any nature whatsoever that may be suffered or sustained by you in the performance of this agreement;

- 5c. The contractor will, at his or her own expense and without limiting his or her liabilities herein, insure his or her operations under a contract of Federal Liability insurance, in accordance with the *Alberta Insurance Act*, in an amount not less than \$ 2,000,000.00 inclusive per occurrence, insuring against bodily injury; personal injury; and property damage including loss of use thereof;
- 5d. The contractor agrees to protect all personal information collected or used under this agreement, as required in the *Alberta Freedom of Information and Protection of Privacy Act (FOIPP Act)*. The contractor will protect such personal information in his or her custody by making reasonable security arrangements against such risk as unauthorized access, collection, use, disclosure, loss or disposal of personal information;
- 5e. The contractor agrees that any records transferred to or created, obtained, collected, maintained or stored under this Letter of Agreement are subject to the access and privacy provisions of the FOIPP Act. The contractor must provide to SEAFAN, records in his or her custody that are requested under the access provisions of the FOIPP Act, within 30 days of receiving notification from SEAFAN.
- 5f. The contractor agrees that ownership of any work, information or material (referred to as the “Materials”), regardless of forms, and including any copyright, patent, industrial design process, or trademark acquired or produced under or in relation to this agreement by the contractor, your employees or agents, will vest in SEAFAN and the contractor will retain no right, title, or interest therein. These materials will be delivered to SEAFAN as the Board requires and upon completion or termination of this agreement; and,
- 5g. the contractor agrees to irrevocably and unconditionally waive in whole or moral rights in respect of the materials and declare that this waiver will operate in favor of SEAFAN and its successors, assignees, and licensees.
6. Narrative and financial reporting will be required. Narrative reporting will be required biannually and forwarded to the SEAFAN Coordinator, who in turn will forward it to the FASD-CMC as per

the template provided. Annual financial reporting will be required on **May 1st**, 60 days after the end of the fiscal period and forwarded to the SEAFAN Coordinator.

7. SEAFAN designates signatures from at least one SEAFAN Board Co-Chair and SEAFAN Coordinator as the representatives for administering this agreement. (See bylaw 5.1.1)

8. This agreement may be terminated without cause or reason by either party giving 90 days written notice to the other or at any time, by agreement of the parties.

By signing below, both parties agree with the terms outlined above.

Betty Cooper
12, 345 Riverdale Rd.
Medicine Hat, AB
T1A 2W3

Co-Chair Signature

Per: _____

Signature

Contractor

Print Name and Title

Witness Signature

Date

Please return the original signed copy to the South East Alberta FASD Service Network Coordinator.