MIAMI-DADE HIV/AIDS PARTNERSHIP

BYLAWS

Effective Date: January 7, 2025

The Miami-Dade HIV/AIDS Partnership, having been duly established by the Board of County Commissioners of Miami-Dade County, Florida by Ordinance No. 98-127 codified in Chapter 2, Article LXXX of the Code, hereby adopts these Bylaws for the purpose of establishing the basic rules by which it shall conduct its business and discharge its obligations

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MIAMI-DADE COUNTY

TABLE OF CONTENTS
MIAMI-DADE COUNTY HIV/AIDS PARTNERSHIP BYLAWS

ARTICLE 1. Description of the Miami-Dade HIV/AIDS Partnership 1

SECTION 1.1. Name, Area of Service, Legal Location, Fiscal Year 1
SECTION 1.2. Purpose and Duties 1

ARTICLE 2. Legal Compliance ..... 3~~3~~

SECTION 2.1. Code of Ethics ..... 3~~3~~
SECTION 2.2. Conflict of Interest 3
SECTION 2.3. Government in the Sunshine 3
SECTION 2.4. Grievances ..... 4~~4~~

ARTICLE 3. Miami-Dade HIV/AIDS Partnership Composition 4

SECTION 3.1. The Partnership 4
A. Composition 4
B. Members 4
C. Ex-officio Representatives 5
SECTION 3.2. Standing Committees ..... 6~~6~~
A. Composition ..... 6~~6~~
B. Membership 6
C. Standing Committees 6
SECTION 3.3. Subcommittees ..... 9~~9~~
A. Composition ..... 9~~9~~
B. Membership 9
C. Subcommittees ..... 10~~10~~9
SECTION 3.4. Workgroups ..... 10~~10~~10
A. Composition ..... 10~~10~~10
B. Membership 10
SECTION 3.5. Dissolution ..... 11~~11~~11

ARTICLE 4. Membership 11

SECTION 4.1. The Partnership 11
A. Applications, Nominations, and Requirements 11
B. Term of Office (Partnership) ..... 12~~12~~12
C. Duties and Responsibilities (Partnership) ..... 13~~13~~13
D. Vacancies (Partnership) ..... 14~~14~~14
E. Removals (Partnership) 14
SECTION 4.2. Standing Committees ..... 16~~16~~16
A. Applications, Nominations, and Requirements ..... 16~~16~~16
B. Term of Office (Standing Committees) ..... 17~~17~~16

DRAFT

C. Duties and Responsibilities (Standing Committees) ... 17~~17~~17
D. Vacancies (Standing Committees) ... 18~~18~~18
E. Removals (Standing Committees) ... 18
SECTION 4.3. Subcommittees ... 20~~20~~19
A. Applications, Nominations, and Requirements ... 20~~20~~19
B. Term of Office (Subcommittees) ... 21~~21~~20
C. Duties and Responsibilities (Subcommittees) ... 21~~21~~21
D. Vacancies (Subcommittees) ... 22~~22~~22
E. Removals (Subcommittees) ... 22~~22~~22
SECTION 4.4. Workgroups ... 24~~24~~23
A. Applications, Nominations, and Requirements ... 24~~24~~23
B. Term of Office (Workgroups) ... 25~~25~~24
C. Duties and Responsibilities (Workgroups) ... 25~~25~~24
D. Vacancies (Workgroups) ... 26~~26~~25
E. Removals (Workgroups) ... 27~~26~~26
ARTICLE 5. Officers ... 28~~28~~27
SECTION 5.1. Officers ... 28~~28~~27
A. The Partnership ... 28~~28~~27
B. Standing Committees, Subcommittees, and Workgroups ... 29~~28~~27
SECTION 5.2. Officer Responsibilities ... 29~~29~~28
A. All Chairs ... 29~~29~~28
B. The Partnership Chair ... 29~~29~~28
C. The Vice-Chair ... 30~~29~~28
SECTION 5.3. Term of Office ... 30~~29~~29
SECTION 5.4. Nominations and Elections of Officers ... 30~~30~~29
A. Partnership ... 30~~30~~29
B. Standing Committees and Subcommittees ... 30~~30~~29
C. Workgroups ... 30~~30~~29
SECTION 5.5. Officer Removals and Vacancies ... 31~~30~~29
ARTICLE 6. Meetings ... 31~~31~~30
SECTION 6.1. Public Notice of Meetings ... 31~~31~~30
SECTION 6.2. Reasonable Opportunity to Be Heard ... 31~~31~~30
SECTION 6.3. Code of Conduct ... 32~~31~~31
SECTION 6.4. Quorum ... 32~~32~~31
ARTICLE 7. Staff Support ... 33~~32~~31
ARTICLE 8. Amendments ... 33~~33~~32
Addendum A ... 34~~34~~33
Miami-Dade HIV/AIDS Partnership ... 34~~34~~33
Grievance Procedures and Process ... 34~~34~~33

DRAFT

ARTICLE I: Preamble 3433
ARTICLE II: Definitions 3433
ARTICLE III: The Grievance Process 3635
Requests for Grievances and Notice of Hearing 3635
Types of Grievances Covered and Who May Bring a Grievance 3736
Grievance Initiation and Preliminary Direct Meeting 3736
Non-Binding Mediation 3837
Informal Hearing 3938
Binding Arbitration 4241
ARTICLE IV: Sunshine Laws and Public Records Act 4342
ARTICLE V: Amendments 4342
EXHIBITS 4443
Acknowledgement of Receipt of Grievance Procedures: 4544
Addendum B 4645
Code of Conduct 4645
Miami-Dade HIV/AIDS Partnership 4746
Code Of Conduct 4746
Addendum C 5049
Miami-Dade HIV/AIDS Partnership 5049
Prevention Committee Policies and Procedures 5049
A. FUNCTIONS 5049
B. OFFICERS: 5150
C. RECRUITMENT 5251
D. MEMBERSHIP 5352
E. VOTING 5352
F. REMOVAL 5453
G. GUESTS 5453
H. PUBLIC COMMENT 5453
I. CONFLICT OF INTEREST 5554
J. MEETING TIME, DATE, and LOCATION 5554
K. REIMBURSMENT 5554
L. AMENDMENT 5554
Addendum D 5655
General Terminology 5655

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ARTICLE 1. Description of the Miami-Dade HIV/AIDS Partnership

SECTION 1.1. Name, Area of Service, Legal Location, Fiscal Year

A. Name: The name of the organization shall be the Miami-Dade HIV/AIDS Partnership (Partnership).

B. Area of Service: The area served by the Partnership shall be Miami-Dade County, Florida. The legislative and governing body of Miami-Dade County (County) is the Board of County Commissioners which, under the Miami-Dade County Home Rule Charter, has the power to provide health programs for all of Miami-Dade County including all municipalities located within Miami-Dade County.

C. Legal Location: The legal location for the Partnership shall be c/o Miami-Dade County, Office of Management and Budget, 111 N.W. 1st Street, 22nd Floor, Miami, Florida 33128.

D. Fiscal Year: The fiscal year of the Partnership shall begin on March 1 of the current year and end on the last day of February of the year following.

SECTION 1.2. Purpose and Duties

A. The purpose of the Miami-Dade HIV/AIDS Partnership is to enable the County and other governmental entities to apply for, receive, plan for, assess, and allocate financial assistance under Title XXVI of the Public Health Service Act as amended by the Ryan White HIV/AIDS Treatment Extension Act of 2009 (hereinafter called the "Ryan White Program"), Healthy Communities 2030 Objectives, AIDS Housing Opportunity Act, and the Housing and Community Development Act of 1992, State of Florida General Revenue care and treatment allocations, and other HIV/AIDS related funding as it becomes available; and to advise the Miami-Dade County Board of County Commissioners, the Mayor and other governmental entities on HIV/AIDS related issues.

B. The duties of the Partnership shall include, but not be limited to:

1. Establishing methods for obtaining input on community needs and priorities, which may include public meetings, conducting focus groups, and convening workgroups.
2. Developing and implementing a community-wide comprehensive plan for the organization and delivery of HIV-related health and supportive services that is compatible with State of Florida and county plans regarding the provision of health and supportive services to people with HIV.
3. Establishing service priorities for the allocation of Ryan White Part A and Minority AIDS Initiative (MAI) funds within the County as provided by the Ryan White Program of 1990, Public Law 101-381, as such Act may be amended from time to time or superseded by a new law, including how best to meet each such priority and individual factor that the County should consider in allocating funds under Part A of the Ryan White Program. Service priorities and recommendations for funding allocations shall be based on the:
    a. Documented needs of the population affected by HIV/AIDS within Miami-Dade County;

b. Priorities of the communities affected by HIV/AIDS for whom the services are intended;

c. Cost and outcome effectiveness of proposed strategies and interventions, to the extent that such data are available; and

d. Availability of other governmental and non-governmental resources.

4. Making recommendations for other HIV/AIDS programs.

5. Serving in an advisory capacity to the Board of County Commissioners, City of Miami, Florida Department of Health-Office of HIV/AIDS (at the state and local levels), the respective County and City mayors, the U.S. Health Resources and Services Administration (HRSA) and other public and governmental entities with respect to all issues affecting or relating to persons at risk of contracting or living with HIV~~/AIDS~~.

6. Participating in the development of the Statewide Coordinated Statement of Need initiated by the State of Florida's public health agency responsible for administering grants under the Ryan White Program.

7. Establishing mechanisms for addressing grievances with respect to Part A funding and any other matter deemed appropriate by the Partnership, including but not limited to procedures for submitting grievances for Part A allocations that cannot be resolved by binding arbitration as required by the Ryan White Program. Grievance procedures developed by the Partnership shall be submitted for review and approval to the appropriate federal agency. These grievance procedures are set forth in Addendum A to these Bylaws and are hereby incorporated by reference. These procedures shall become the sole dispute resolution mechanism and shall take precedence over all other County dispute resolution mechanisms including, but not limited to, the County bid protest procedures.

8. Assessing the efficiency of the administrative mechanism in rapidly allocating funds to the areas of greatest need within the County and, at the discretion of the Partnership, assessing the effectiveness, either directly or through contractual arrangements, of the services offered in meeting the identified needs.

9. Adhering to the national initiatives for care and treatment and prevention of HIV/AIDS.

10. Adhering to all applicable nondiscrimination laws and regulations. Consistent with the policies of the Miami-Dade Board of County Commission, as set forth in Chapter 11-A of the Code, ~~, the Partnership shall not discriminate against any person on the basis of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, gender identity or gender expression, status as a victim of domestic violence, dating violence or stalking, or source of income.~~ The Partnership shall also adhere to all other federal, state and local civil rights laws and regulations.

11. Performing any other duties conferred to the Partnership by the Code and/or required by funding sources for Partnership programs.

ARTICLE 2. Legal Compliance

SECTION 2.1. Code of Ethics

A. All members of the Partnership, standing committees, subcommittees, and workgroups (collectively referred to as "members") shall comply with all applicable federal, state and County Code of Ethics governing financial interest, ownership or other business disclosure and conflict of interest rules, including those which pertain specifically to the Ryan White Program and except those which are specifically excluded by the Ordinance creating the Miami-Dade HIV/AIDS Partnership or opinions rendered by the Miami-Dade Commission of Ethics and Public Trust.

SECTION 2.2. Conflict of Interest

A. Members shall abide by the state, county, and federal laws, Florida Statutes and the Code regarding conflicts of interest, except that Section 2-11.1 (c) and (d) of the Conflict of Interest and Code of Ethics Ordinance of the County are waived for members transactions arising from the exercise of those powers given the members by the Ryan White Program. Notwithstanding this, members are governed by all other sections of the Conflict of Interest and Code of Ethics ordinance.

B. Members may vote on funding recommendations that affect a specific category of service that includes themselves or their organization, but under federal law, they may not vote on any funding recommendation that will specifically and directly benefit their organization if they are the sole provider of that service, and the funding recommendation does not designate amounts or percentages among the various providers in a particular service category.~~.~~

C. Pursuant to Miami-Dade Commission on Ethics and Public Trust Opinion Nos. 02-43 and 05-50, all members in specific service categories are prohibited from voting for funds in their specific service category if they are the sole subrecipient in that category.

D. Members with a conflict of interest must recuse themselves from discussion and voting on any subject matter pertaining to the allocation of funds for a service category where the member has a conflict of interest.

SECTION 2.3. Government in the Sunshine

A. Meetings: All meetings must be held in accordance with Florida's Government in the Sunshine Law, chapter 286, Florida Statutes, which prohibit discussion outside a properly noticed meeting between two or more members of the same board regarding any matter of business that may possibly come before the body for action (see 2.3.B, Members, below).

B. Members: All members of the Partnership and its standing committees, subcommittees, or workgroups must comply with Florida's Government in the Sunshine Law. This prohibition extends to all methods of communications between the parties, including but not limited to written communications, or communications via telephone, social media, texting or emailing. If a member is in doubt of the legal responsibilities under the Florida Sunshine law, ~~s/he~~they should consult directly with the County Attorney's Office.

SECTION 2.4. Grievances

A. The Partnership is required by the Ryan White Program to establish grievance procedures for addressing grievances with respect to funding. ~~-~~These grievance procedures are set forth in Addendum A to these Bylaws and are hereby incorporated by reference.

ARTICLE 3. Miami-Dade HIV/AIDS Partnership Composition

SECTION 3.1. The Partnership

A. Composition

1. The Partnership shall be composed of thirty (30) voting members appointed by the Mayor.~~;~~
2. Thirty-three percent (33%) of members must be HIV positive.~~;~~
3. No organization shall have more than one representative or employee as a member, except as mandated by the legal requirements of Partnership programs.~~; and~~
4. No more than twenty (20) individuals shall be appointed who personally provide, or who represent entities that provide services, or who otherwise possess a financial relationship with entities that provide HIV related services funded by Partnership programs.
5. Pursuant to Section 2-1101(g) of the Code, the Partnership shall reflect in its composition the demographics of the epidemic in Miami-Dade County, with particular consideration given to disproportionately affected and historically underserved groups, subpopulations, and geographic areas in Miami-Dade County.

   a. Composition of the Partnership, including committee and subcommittee membership, shall strive to assure the following:

      (i) ~~Parity, w~~With each member having equal opportunity for input and participation as well as equal voice in voting and other decision-making activities;

      (ii) ~~Inclusiveness, t~~That all affected communities are represented and involved in a meaningful manner in the community planning process;

      (iii) ~~-~~T~~Representation, t~~hat members who represent a specific community truly reflect that community's values, norms, and behaviors.

   b. The requirements set forth in subsection a, above, shall not apply to workgroups established by the Partnership.

B. Members

The Partnership shall include thirty (30) members:

1. Ten (10) member representatives of affected communities, including persons with HIV, or members of a federally recognized Indian tribe as represented in the population, or individuals co-infected with hepatitis B or C, and historically underserved groups and subpopulations;

Commented [MM1]: This language stems from Ordinance

Commented [MM1R2]: Suggest only removing first words Parity, Inclusion, Representation (DEI)

2. One (1) health care organization representing a Federally Qualified Health Center;
3. One (1) Community Based AIDS Service Organization (CBO/ASO) representative;
4. Two (2) housing, homeless, or social service providers;
5. One (1) mental health provider;
6. One (1) substance abuse provider;
7. One (1) HIV prevention service provider;
8. One (1) representative of a hospital or health care planning agency;
9. One (1) representative of Miami-Dade County who shall not be a Ryan White Program recipient representative, whose position is not funded by Part A of the Ryan White HIV/AIDS Program (RWHAP), who does not provide in-kind services, and who has no significant involvement in the RWHAP Part A grant;
10. One (1) state government Ryan White Program Part B grantee representative;
11. One (1) representative from agencies receiving grants under Ryan White Part C;
12. One (1) representative from agencies receiving grants under Ryan White Part D, or from organizations with a history of providing services to children, youth, and families, if funded locally;
13. Four (4) grantee representatives of other federal HIV programs including, but not limited to, Centers for Disease Control and Prevention (CDC), HOPWA, Ryan White Part F, and Substance Abuse and Mental Health Services Administration (SAMHSA), if funded locally;
14. One (1) state government/Medicaid Agency representative;
15. One (1) local public health agency representative from the Miami-Dade County Health Department (Florida Department of Health in Miami Dade County);
16. One (1) non-elected community leader who does not provide HIV related health care services subject to funding under the Partnership programs;
17. One (1) former inmate of a local, state, or federal prison released from the custody of the penal system during the preceding three (3) years and had HIV disease as of the date of release, or a representative of an incarcerated person with HIV.

Commented [MM2]: Ordinance language

C. Ex-officio Representatives

1. The Partnership shall include three (3) ex-officio representatives:
   a. One (1) ex-officio representative from the Office of the Miami-Dade County Mayor; ~~and~~
   b. One (1) ex-officio representative from the Board of County Commissioners; and~~.~~
   c. One (1) ex-officio representative from the Miami-Dade County Public Schools.

SECTION 3.2. Standing Committees

A. Composition

1. The Partnership shall have standing committees.
2. The purpose of standing committees is to serve in an advisory capacity to the members of the Partnership.
3. Standing committees do not have the authority to bind the Partnership or the County. Accordingly, standing committees may only make recommendations and suggest motions that the Partnership and other standing committees, where applicable, may consider.

B. Membership

1. Each standing committee shall have a maximum of 16 members, except for the Prevention Committee which shall have a maximum of 24 members, and the Executive Committee which shall have a maximum of 12 members.
2. Pursuant to Section 2-1103 of the Code, the size and membership composition of the standing committees shall be vested solely in the Partnership, and members may be appointed who are not Partnership members.
3. Pursuant to Section 2-1103 of the Code, each standing committee shall strive to maintain no less than one-third (1/3) membership by representatives of the affected community.
4. Persons who are appointed to serve as members of standing committees must also meet the minimum requirements of Section 2-11.36 et seq. of the Code which sets forth the standards for County boards, including being a resident of Miami-Dade County and a qualified elector.
5. Quorum for each standing committee shall consist of one-third (1/3) plus one (1) of the current voting members.

C. Standing Committees

1. Executive Committee

The Executive Committee shall:

a. Be comprised of the Chair and Vice-Chair of the Partnership and the Chair and Vice-Chair of each standing committee;

b. Meet monthly, but may choose to cancel a scheduled meeting if there is no business to transact;

c. Act on behalf of the Partnership in the event of any emergency that does not permit holding a regular meeting or calling a special meeting of the Partnership;

d. Establish rules of conduct for all Partnership and committee meetings;

e. Act as a steering committee, delegating Partnership and standing committee responsibilities in order to ensure coordination and prevent duplication of activities;

f. Evaluate the work of the contracted Staff Support subrecipient with all standing committees, subcommittees, and work groups, reviewing the Staff Support subrecipient's budget in light of contractual obligations, federal mandates, and emergent Partnership needs;

g. Review proposed changes to Partnership Bylaws and make recommendations to the Partnership, as needed; and

h. Review grievances that arise from the Partnership or the community regarding whether the Partnership follows its policies and procedures. Such complaints shall be thoroughly reviewed and presented to the full Partnership for its consideration.

2. Care and Treatment Committee

The Care and Treatment Committee shall:

a. Meet monthly, ~~including multiple dates during the Annual Needs Assessment, but~~ and may choose to cancel a scheduled meeting if there is no business to transact;

b. Develop and implement all care and treatment planning;

c. Conduct an annual comprehensive needs assessment;

d. Establish or revise Ryan White Part A service priorities and complete the priority setting and resource allocation processes for each fiscal year;

e. Make recommendations to the Partnership on service priorities and use of other funds to target the areas of greatest need; and

f. Make recommendations to appoint two (2) nominees to the Florida Comprehensive Planning Network's (FCPN) Patient Care Planning Group (~~PC~~PVCPG). At least one (1) member selected for the planning group shall be a Partnership member.

3. Community Coalition Roundtable

The Community Coalition Roundtable shall:

a. Meet monthly, ~~but~~ and may choose to cancel a scheduled meeting if there is no business to transact;

b. Recruit potential Partnership and committee members from the community and encourage others ~~from the affected HIV/AIDS communities~~ community members living with HIV to become more involved in Partnership activities;

c. Publicize an open nominations process, review applications, and nominate candidates for Partnership membership;

d. Develop and implement education and recruitment programs for the community to learn more about the Partnership and its activities;

e. Develop and implement programs for training of Partnership and community members; and

f. Complete community ~~outreach~~ recruitment initiatives and report input and action items to the Partnership from community-based organizations and other groups.

~~f.~~

4. **Housing Committee**

The Housing Committee shall:

a. Meet monthly, ~~but~~ and may choose to cancel a scheduled meeting if there is no business to transact;

b. Determine priorities and make funding and policy recommendations to the HOPWA grantee for the use of HOPWA funds;

~~c. Bring knowledge and expertise on financing, developing, and managing special need and affordable housing;~~

~~d.~~c. Coordinate with HOPWA program and other ~~planning efforts to address housing and housing related services and~~ housing programs to identify available resources and opportunities to improve coordination of housing and housing-related services for people with HIV in Miami-Dade County~~to expand available housing for people with HIV in Miami-Dade County~~; and

~~e.~~d. ~~Engage key policymakers and stakeholders from both the public and private sectors in identifying~~ Provide findings and recommendations to the Partnership regarding housing needs, service gaps, barriers, and available resources relevant to Ryan White Part A planning~~additional resources and solutions to housing and housing related service needs of people with HIV~~.

5. **Prevention Committee**

The Prevention Committee shall:

a. Meet monthly as a standing committee, or with the Strategic Planning Committee to review and oversee the *Miami-Dade County Integrated Prevention and Care Plan for HIV/AIDS*, but may choose to cancel a scheduled meeting if there is no business to transact;

b. Review all pertinent data required to prioritize HIV prevention needs and collaborate with the FDOH-MDC, ~~Office of HIV/AIDS~~ STD/HIV Prevention and Control Program on how to best obtain additional data and information;

c. Assess existing community resources to determine the community's capability to respond to the HIV/AIDS epidemic;

d. Identify unmet HIV/AIDS prevention needs within defined populations;

e. Prioritize HIV/AIDS prevention needs by target population and geographic areas, and propose high-priority strategies and interventions; and

f. Make recommendations to appoint two (2) nominees to the Florida Comprehensive Planning Network's Prevention Planning Group. At least one (1) nominee shall be a Partnership member. Applicants must meet the requirements for nominees in accordance with the Centers for Disease Control and Prevention guidelines.

6. **Strategic Planning Committee**

The Strategic Planning Committee shall:

a. Meet monthly as a standing committee, or with the Prevention Committee to review and oversee the *Miami-Dade County Integrated HIV Prevention and Care Plan ~~for~~*

~~*HIV/AIDS*~~, ~~but~~ and may choose to cancel a scheduled meeting if there is no business to transact;

b. Develop an annual report for the community, including the Miami-Dade County Board of County Commissioners, describing the Partnership's activities and the state of the epidemic in Miami-Dade County;

c. Assess the efficiency of the administrative mechanism for rapidly allocating funds to the areas of greatest need within the County; and

d. Make recommendations to the Partnership regarding legislative and regulatory funding issues, and policy and rule changes related to HIV~~/AIDS~~ and the Ryan White Program.

SECTION 3.3. Subcommittees

A. Composition

1. The Partnership may have one or more subcommittees.
2. Subcommittees are appointed as needed by the Partnership to assist a standing committee and the Partnership with a specific issue or need.
3. The purpose of subcommittees is to serve in an advisory capacity to the members of the Partnership.
4. Subcommittees do not have the authority to bind the Partnership or the County. Accordingly, subcommittees may only make recommendations and suggest motions that the Partnership and standing committees, where applicable, may consider.
5. Subcommittees are expected to meet on a monthly basis and shall operate indefinitely or until such time as the Partnership determines they are no longer integral to the committee's functioning.

B. Membership

1. Each subcommittee shall have a maximum of 16 members.
2. Pursuant to Section 2-1103 of the Code, the size and membership composition of subcommittees shall be vested solely in the Partnership, and members may be appointed who are not Partnership members.
3. Pursuant to Section 2-1103 of the Code, each subcommittee shall strive to maintain no less than one-third (1/3) membership by representatives of the affected community.
4. Persons who are appointed to serve as members of subcommittees must also meet the minimum requirements of Section 2-11.36 et seq. of the Code which sets forth the standards for County boards, including being a resident of Miami-Dade County and a qualified elector.
5. Quorum for each subcommittee shall consist of one-third (1/3) plus one (1) of the current voting members.

C. Subcommittees

1. Medical Care Subcommittee

   The Medical Care Subcommittee shall:

   a. Meet monthly from January through November, ~~but~~ and may choose to cancel a scheduled meeting if there is no business to transact;

   b. Make recommendations to the Care and Treatment committee regarding medical policies and procedures, quality management and improvement, Ryan White Program treatment guidelines and standards, and outcome measures, performance measures, and standards of care related to the delivery of Outpatient Medical Care, Prescription Drugs, and other core medical services; and

   c. ~~Coordinate with~~Review available State AIDS Drug Assistance Program (ADAP) and General Revenue ~~to review~~ formularies, expenditures, and utilization data patterns to make recommendations regarding the local Ryan White Part A Program Prescription Drug Formulary.

SECTION 3.4. Workgroups

A. Composition

1. The Partnership may have one or more workgroups.
2. Workgroups are appointed as needed by the Partnership to assist a standing committee and the Partnership with a specific issue or need.
3. The purpose of workgroups is to serve in an advisory capacity to the members of the Partnership.
4. Workgroups do not have the authority to bind the Partnership or the County. Accordingly, workgroups may only make recommendations and suggest motions that the Partnership and standing committees, where applicable, may consider.
5. Workgroups are expected to meet on a monthly basis and have a one-year term of existence or such other terms as determined by the Partnership. Workgroups may request extensions of their term from the Partnership.

B. Membership

1. Each workgroup shall have a maximum of 16 members.
2. Pursuant to Section 2-1103 of the Code ("Code"), the size and membership composition of each workgroup shall be vested solely in the Partnership, and members may be appointed who are not Partnership members.
3. Under Section 2-1103 of the Code, workgroups are exempt from the requirement to strive to maintain no less than one-third (1/3) membership by representatives of the affected community.
4. Persons who are appointed to serve as members of workgroups must also meet the minimum requirements of Section 2-11.36 et seq. of the Code which sets forth the

standards for County boards, including being a resident of Miami-Dade County and a qualified elector.

5. Quorum for each workgroup shall consist of one-third (1/3) plus one (1) of the current voting members.

SECTION 3.5. Dissolution

Upon a motion by the Partnership or upon a recommendation from a standing committee, subcommittee, or workgroup, the Partnership may consider the dissolution of such standing committee, subcommittee, or workgroup, upon completion of their assigned business or in the event their purpose for its existence no longer exists. A vote for dissolution must be carried by a two-thirds (2/3) majority at both the committee level and by the Partnership present at a properly constituted meeting.

ARTICLE 4. Membership

SECTION 4.1. The Partnership

A. Applications, Nominations, and Requirements

1. The Partnership shall maintain at all times a fair and open nominations process for the Partnership, standing committees, subcommittees, and workgroups.
2. Membership Requirements
   a. Pursuant to Section 2-11.36 et seq. of the Code, which sets forth the standards for County boards, all members of the Partnership shall:
      i. Be permanent residents of Miami-Dade County;
      ii. Be electors of Miami-Dade County, unless the Board of County Commissioners, by a two-thirds vote of its membership, waives this requirement; and
      iii. Have reputations for integrity and community service.
   b. Exemption: Notwithstanding the previous sentence, members who are appointed by the Mayor to fill one of the ten (10) representatives of the affected community seats and the seat of former inmate of a local, state, or federal prison shall be exempt from the qualified elector requirement as prescribed by Sections 2-11.38 and 2-1102(a) of the Code.
3. Nomination Process
   a. The Community Coalition ~~Committee~~ Roundtable shall recruit, review and recommend nominees for initial appointment as general members on the Partnership. This committee shall forward names of nominees to the Partnership for review and recommendation for appointment by the Mayor.
   b. Support staff for the Partnership shall provide an analysis of current Partnership demographics for consideration in the review process; parity, inclusiveness, and representation (PIR) shall be taken into account.

4. Appointment Process
    a. The Partnership will forward recommended nominees to the Mayor.
    b. All Partnership members are appointed by the Mayor.
    c. The Mayor shall identify at the time of appointment to the Partnership which designated seat listed in Article 3 each member shall represent. The Mayor shall appoint at least one (1) member from each category.
    d. In the case of public agency representatives, the appropriate authority shall make the nomination subject to the review process and subsequent appointment by the Mayor.

~~5. Partnership Alternates~~

~~a. Nominations for alternates shall follow the same process for initial appointment as that followed for general members.~~

B. Term of Office (Partnership)

1. Partnership Term Limits
    a. The term of office for all Partnership members shall be in accordance with Sections 2-11.38.2 and 2-1102(h) of the Code.
    b. Members shall be appointed to terms not to exceed three (3) years from the date of the Mayor's appointment of said member.
2. Partnership Second Term
    a. No Partnership member shall be permitted to serve more than two (2) consecutive and complete terms of three (3) years except as required by law.
    b. In the event a Partnership member seeks a second term of office, reappointment as a member of the Partnership shall comply with Section 4.1 of this article.
3. Exemptions
    a. Notwithstanding the above, for the purpose of continuity, a Partnership member's term may be extended beyond two terms specified in Section B.1, above, until the Mayor has appointed a replacement. Such persons may continue as members of the Partnership or of the committees, subcommittees, or workgroups to which they had been appointed, and may serve as members of other committees or subcommittees at the discretion of the Partnership.
    b. Members serving an extended term may not stand for election for another term of office, nor may they stand for election as an officer of any committee, subcommittee, or workgroup of which they are a member.
    c. Notwithstanding B.2., above, in accordance with Section 2-1102 of the Code, members appointed to fill government, ~~Recipient,~~ or other grantee seats are exempted from these requirements and shall serve as members of the Partnership for as long as they are designated by their respective agencies to serve in this capacity.
4. Change in Representative Status

a. If a member appointed to represent a category listed in subsection (a) or (b) above loses such representative status, fails to maintain the qualifications for membership set forth in Section 2-11.38, fails to maintain attendance requirements, voluntarily resigns, or for other good cause is removed, the member shall forfeit membership on the Partnership.

C. Duties and Responsibilities (Partnership)

1. General Requirements
   a. Serve on at least one (1) standing committee or subcommittee as suited to the member's interests, skills and needs of the Partnership.
   b. Devote a minimum of four (4) hours per month to Partnership and committee activities, including, but not limited to:
      i. Replying to Partnership, committee, subcommittee, or workgroup meeting notices by confirming attendance with Partnership staff;
      ii. Preparing for meetings by reviewing agendas, minutes, and other materials distributed in advance of a meeting by Partnership staff, in order to facilitate the business of the Partnership;
      iii. Attending meetings; and, as appropriate
      iv. Submitting reports and/or feedback.
   c. Support the planning, needs assessment, and priority setting processes of the Partnership.
   d. Contribute professional and personal expertise to further the work of the Partnership.
   e. Uphold the goals, objectives, policies, and procedures of the Partnership.
   f. Comply with attendance and training requirements detailed in these Bylaws;
   g. Submit an annual Financial Disclosure Statement (e.g., Source of Income form, etc.), required by Section 2-11.1(i) of the Code; and
   ~~g.~~h. Adhere to all other federal, state, and local civil rights laws and regulations.
2. Attendance Requirements
   a. All members shall comply with attendance requirements in accordance with Sections 2-11.39 and 2-1102(G) of the Code, as follows:
      i. Five (5) absences from scheduled meetings in any County fiscal year (from October 1 ~~of the current calendar year~~ through September 30 ~~of the year following~~) shall constitute grounds for removal.
      ii. A member is counted as absent from a meeting if ~~s/he~~they attends the meeting for less than 75% of the scheduled or actual duration of the meeting, whichever is less;
      iii. Absences which are due to Partnership business-related travel are not counted against the total of five (5) absences.

3. Training Requirements
    a. Attend Partnership New Member Orientation and Training within the first three (3) months of appointment;
    b. Attend Miami-Dade County Advisory Board Member Ethics Training within the first three (3) months of appointment;
    c. Attend Miami-Dade County Mandatory Advisory Board Sexual Harassment Prevention Training, as available; and
    d. Comply with all other Partnership and/or Miami-Dade County Government training requirements.

D. Vacancies (Partnership)

1. Public Notice of Vacancies
    a. As vacancies arise, they shall be publicly advertised.
    b. Applications for seats on the Partnership are accepted on an ongoing basis.
2. Applicant Notice of Vacancies
    a. Applicants shall be notified when a vacancy occurs for which an applicant is qualified or for which an applicant has applied (See Section 4.1).
3. Filling Vacancies
    a. All ~~full member and alternate member~~ vacancies on the Partnership shall be filled by appointees of the Mayor on the recommendation of the Partnership.
    ~~b. Alternates shall be appointed to full membership status by the Mayor on the recommendation of the Partnership.~~

E. Removals (Partnership)

1. Resignation
    a. Any member may resign at any time by written notice delivered in person, sent by mail, or emailed to the relevant committee Chair or staff.
    b. Any such resignation shall take effect at the time specified in the notice or, if not so specified, immediately upon receipt of the notice.
    ~~c. All resigning members are required to complete a Financial Disclosure Statement, as required by Section 2-11.1(i) of the Cod~~e.
2. Attendance Non-compliance
    a. Five (5) absences in the County fiscal year (October 1 to September 30) shall constitute grounds for automatic removal from the Partnership, standing committee, subcommittee, or workgroup (see C.2, above). Notwithstanding the foregoing, the Board of County Commissioners may waive this provision as it relates to Partnership members in accordance with Section 2-11.39 of the Code. All members will be notified if their membership is at risk due to attendance non-compliance.

b. Members of the Partnership, standing committees, subcommittees, or workgroups removed for attendance non-compliance shall receive written notice by mail or email of their membership termination, and their removal will be reported to the appropriate body.

~~c. Members automatically removed for attendance non-compliance are required to complete a Final Financial Disclosure Statement, as required by Section 2-11.1(i) of the Code.~~

3. Change in Position

a. At such time as a member changes their professional responsibilities so that they no longer represent the constituency for which they were originally appointed, that member shall immediately resign, and their seat shall be filled in accordance with the provisions contained herein.

b. If a member loses representative status, the Partnership will seek removal as specified above and a waiver is not applicable.

~~a.~~

~~b. All resigning members are required to complete a Final Financial Disclosure Statement, as required by Section 2-11.1(i) of the Code.~~

4. Political Office Qualification

a. Pursuant to Section 2-11.38 of the Code, "No member of any County board shall become a candidate for elective political office during his or her term. Should any member of a County board qualify as a candidate for elective political office, such qualification shall be deemed a tender of resignation from such board."

~~b. All resigning members are required to complete a Final Disclosure Statement, as required by the Section 2-11.1(i) of the Code.~~

5. Other Cause

a. ~~Reasons for~~ Removal for Residency

i. If any member fails to maintain the residency qualifications for membership set forth in Sections 2-11.38 and 2-110-2 of the Code, ~~fails to maintain attendance requirements, voluntarily resigns, violates the County and the Partnership's Code of Ethics (see Section 2.1), refuses to participate as a member of at least one (1) standing committee, subcommittee, or workgroup, or for other good cause~~will be removed ~~is subject to removal, the Partnership shall recommend removal of the member only~~ after such member has been notified in writing. ~~and offered an opportunity to request a waiver by a two-thirds vote of the Partnership members in attendance~~.

~~ii. If a member loses representative status, the Partnership will seek removal as specified above and a waiver is not applicable.~~

b. Removal for Non-Participation/Code of Conduct Violations

i. If any member refuses to participate as a member of at least one (1) standing committee, subcommittee, or workgroup, they will be subject to removal.

~~b.~~c. The Partnership shall have the authority to recommend to the Mayor the removal of any duly appointed board member and the Partnership, without the Mayor's approval, may remove any non-member of a standing committee, subcommittee, or workgroup for any of the above reasons.

~~c.~~d. Recommendations for removal shall also be made for other good cause. Good cause means any cause consistent with all applicable Federal laws and guidelines governing the Ryan White Program, or other state or local laws.

~~d.~~e. Partnership members removed for cause shall receive written notice by mail or email of their membership termination.

6. Final Financial Disclosure Statements

~~e.~~ a. All members who resign, are removed for non-compliance, change in position, political office qualification or for cause, are required to complete a Final Financial Disclosure Statement, as required by Section 2-11.1(i) of the Code.

SECTION 4.2. Standing Committees

A. Applications, Nominations, and Requirements

1. Standing committees shall maintain at all times a fair and open applications process.
2. Membership Requirements
   a. Pursuant to Section 2-11.36 et seq. of the Code, which sets forth the standards for County boards, all members of standing committees shall:
      i. Be permanent residents of Miami-Dade County;
      ii. Be electors of Miami-Dade County, unless the Board of County Commissioners, by a two-thirds vote of its membership, waives this requirement;
      iii. Have reputations for integrity and community service;
      iv. Possess the knowledge, skills, and expertise relevant to the position for which they are applying; and
      v. Be currently employed in the field of expertise they wish to represent (as applicable).
3. Standing Committee Appointments
   a. Partnership members who are not members of a committee, subcommittee, or workgroup shall be appointed to membership in a standing committee, subcommittee, or workgroup by the Partnership Chair.
   b. All appointees shall be approved for membership by the Partnership.
4. Standing Committee Representation by Subrecipients and Other Organizations
   a. Standing committees may not have representation by more than one (1) representative from a Part A funded subrecipient or other organization.

b. Notwithstanding the previous sentence, one (1) representative from each organization contracted with the Florida Department of Health in Miami-Dade County may sit on the Prevention Committee.

B. Term of Office (Standing Committees)

1. Members may serve a maximum of six (6) consecutive years on one (1) or any combination of standing committees, subcommittees, or workgroups.
2. Any standing committee member who completes two consecutive terms [totaling six (6) years] on one (1) or any combination of standing committees, subcommittees, or workgroups shall be excluded from reapplying for membership of that standing committee, subcommittee, or workgroup for a period of (2) years, unless such term limit is waived by the Board of County Commissioners.
3. Change in Representative Status
   a. If a member appointed to represent a category listed in Section 3.1 (B) above loses such representative status, fails to maintain the qualifications for membership set forth in Section 2-11.38, fails to maintain attendance requirements, voluntarily resigns, or for other good cause is removed, the member shall forfeit membership on the Partnership.
4. Exemptions
   a. Notwithstanding the above, for the purpose of continuity, a committee member's term may be extended beyond the six years specified in Section B.1, above, until the Mayor has appointed a replacement. Such persons may continue as members of the committees to which they had been appointed, or may serve as members of other committees or subcommittees at the discretion of the Partnership.
   b. Members serving an extended term may not stand for election for another term of office, nor may they stand for election as an officer of any committee, subcommittee, or workgroup of which they are a member.
   c. Notwithstanding the above, members appointed to a committee to fill government, Recipient, or other grantee seats may serve as members of the committee for as long as they are designated by their respective agencies to serve in this capacity.

C. Duties and Responsibilities (Standing Committees)

1. General Requirements
   a. Be able to devote a minimum of two (2) hours per month to committee activities, including, but not limited to:
      i. Replying to committee meeting notices by confirming attendance with Partnership staff;
      ii. Preparing for meetings by reviewing agendas, minutes, and other materials distributed in advance of a meeting by Partnership staff, in order to facilitate the business of the committee;
      iii. Attending meetings; and, as appropriate

iv. Submitting reports and/or feedback.

b. Contribute professional and personal expertise to further the work of the committee;

c. Uphold the goals, objectives, policies, and procedures of the committee;

d. Comply with attendance and training requirements detailed in these Bylaws;

e. Submit an annual Financial Disclosure Statement, required by 2-11.1(i) of the Code; and

f. Adhere to all other federal, state, and local civil rights laws and regulations.

2. Attendance Requirements

a. All members shall comply with attendance requirements in accordance with Sections 2-11.39 and 2-1102 (G) of the Code, as follows:

i. Five (5) absences from scheduled committee meetings in any County fiscal year (from October 1 ~~of the current calendar year~~ through September 30 ~~of the year following~~) shall constitute grounds for removal.

ii. A member is counted as absent from a meeting if ~~s/he~~they attends the meeting for less than 75% of the scheduled or actual duration of the meeting, whichever is less;

iii. Absences which are due to Partnership business-related travel are not counted against the total of five (5) absences.

3. Training Requirements

a. Attend Partnership New Member Orientation and Training within the first three (3) months of joining;

b. Attend Miami-Dade County Advisory Board Member Ethics Training within the first three (3) months of joining; and

c. Comply with all other Partnership and/or Miami-Dade County Government training requirements.

D. Vacancies (Standing Committees)

1. All vacancies on standing committees shall be filled by qualified applicants as approved by each standing committee; or may be filled by appointment by the Partnership Chair as described in Section 4.2 (A.3), of these Bylaws.

2. Public Notice of Vacancies

a. As vacancies arise, they shall be publicly advertised.

b. Applications for seats on standing committees are accepted on an ongoing basis.

E. Removals (Standing Committees)

1. Resignation

a. Any member may resign at any time by written notice delivered in person, sent by mail, or emailed to the relevant standing committee Chair or staff.

b. Any such resignation shall take effect at the time specified in the notice or, if not so specified, immediately upon receipt of the notice.

~~c. All resigning members are required to complete a Final Financial Disclosure Statement, as required by Section 2-11.1(i) of the Code.~~

2. Attendance Non-compliance

a. Five (5) absences in the County fiscal year (October 1 to September 30) shall constitute grounds for removal from the standing committee (see C.2, above). Members will be notified if their membership is at risk due to attendance non-compliance.

b. Members of the standing committees removed for attendance non-compliance shall receive written notice by mail or email of their membership termination, and their removal will be reported to the appropriate body.

~~c. Members terminated for attendance non-compliance are required to complete a Final Financial Disclosure Statement, as required by Section 2-11.1(i) of the Code.~~

3. Change in Position

a. At such time as a member changes their professional responsibilities so that they no longer represent the constituency for which they were originally appointed, that member shall immediately resign, and their seat shall be filled in accordance with the provisions contained herein.

b. If a member loses representative status on ~~,~~the Partnership they will seek removal as specified above and a waiver is not applicable.

~~a.~~

~~b. All resigning members are required to complete a Final Financial Disclosure Statement, as required by Section 2-11.1(i) of the Code.~~

4. Political Office Qualification

a. Pursuant to Section 2-11.38 of the Code, "No member of any County board shall become a candidate for elective political office during his or her term. Should any member of a County board qualify as a candidate for elective political office, such qualification shall be deemed a tender of resignation from such board."

~~b. All resigning members are required to complete a Final Financial Disclosure Statement, as required by Section 2-11.1(i) of the Code.~~

5. Other Cause

a. ~~Reasons for~~ Removal for Residency

i. If any member fails to maintain the residency qualifications for membership set forth in Sections 2-11.38 and 2-110-2 of the Code, ~~fails to maintain attendance requirements, voluntarily resigns, violates the Partnership's Code of Ethics (see Section 2.1), or for other good cause is subject to removal, the standing committee~~ will be ~~shall recommend removal~~removed ~~of the member only~~ after such member has been notified in writing ~~and offered an opportunity to request a waiver by a two-thirds vote of the members in attendance~~.

~~a. If a member loses representative status, the Partnership will seek removal as specified above and a waiver is not applicable.~~

b. Removal for Non-Participation/Code of Conduct Violations

i. If any member refuses to participate as a member of at least one (1) standing committee, they will be subject to removal from the committee.

ii. If any member violates the Code of Conduct, they may be subject to removal from the committee.

~~b.~~c. Recommendations for removal shall also be made for other good cause. Good cause means any cause consistent with all applicable Federal laws and guidelines governing the Ryan White Program, or other federal, state or local laws.

~~c.~~d. Members of a standing committee who fail to comply with the above requirements may be removed for cause upon majority vote by standing committee, subcommittee, or workgroup members, respectively, and without the Mayor's approval.

~~d.~~e. Standing committee members removed for cause shall receive written notice by mail or email of their membership termination.

6. Final Financial Disclosure Statements

~~e.~~ a. All members who resign, are removed for non-compliance, change in position, political office qualification or for cause, are required to complete a Final Financial Disclosure Statement, as required by Section 2-11.1(i) of the Code. ~~All members removed for cause are required to complete a Final Financial Disclosure Statement, as required by Section 2-11.1(i) of the Code.~~

SECTION 4.3. Subcommittees

A. Applications, Nominations, and Requirements

1. Subcommittees shall maintain at all times a fair and open applications process.
2. Membership Requirements
   a. Pursuant to Section 2-11.36 et seq. of the Code, which sets forth the standards for County boards, all members of subcommittees shall:
      i. Be permanent residents of Miami-Dade County;
      ii. Be electors of Miami-Dade County, unless the Board of County Commissioners, by a two-thirds vote of its membership, waives this requirement;
      iii. Have reputations for integrity and community service;
      iv. Possess the knowledge, skills, and expertise relevant to the position for which they are applying; and
      v. Be currently employed in the field of expertise they wish to represent (as applicable).
3. Subcommittee Appointments

a. Partnership members who are not members of a committee, subcommittee, or workgroup shall be appointed to membership in a standing committee, subcommittee, or workgroup by the Partnership Chair.

b. All appointees shall be approved for membership by the Partnership.

4. Subcommittees are exempt from the restriction to not have representation by more than one (1) representative from a Part A funded subrecipient or other organization.

B. Term of Office (Subcommittees)

1. Members may serve a maximum of six (6) consecutive years on one (1) or any combination of standing committees, subcommittees, or workgroups.
2. Any subcommittee member who completes two consecutive term limits [totaling six (6) years] on one (1) or any combination of standing committees, subcommittees, or workgroups shall be excluded from reapplying for membership as a Partnership member or member of a standing committee, subcommittee, or workgroup for a period of (2) years, unless such term limit is waived by the Board of County Commissioners.
3. Change in Representative Status
   a. If a member appointed to represent a category listed in Section 3.1 (B) above loses such representative status, fails to maintain the qualifications for membership set forth in Section 2-11.38, fails to maintain attendance requirements, voluntarily resigns, or for other good cause is removed, the member shall forfeit membership on the Partnership.
4. Exemptions
   a. Notwithstanding the above, for the purpose of continuity, a subcommittee member's term may be extended beyond the six years specified in Section B.1, above, until the Mayor has appointed a replacement. Such persons may continue as members of the subcommittee to which ~~s/he~~they had been appointed.
   b. Members serving an extended term may not stand for election for another term of office, nor may they stand for election as an officer of any committee, subcommittee, or workgroup of which they are a member.
   c. Notwithstanding the above, members appointed to a subcommittee to fill government, Recipient, or other grantee seats may serve as members of the subcommittee for as long as they are designated by their respective agencies to serve in this capacity.

C. Duties and Responsibilities (Subcommittees)

1. General Requirements
   a. Be able to devote a minimum of two (2) hours per month to subcommittee activities, including, but not limited to:
      i. Replying to subcommittee meeting notices by confirming attendance with Partnership staff;

ii. Preparing for meetings by reviewing agendas, minutes, and other materials distributed in advance of a meeting by Partnership staff, in order to facilitate the business of the subcommittee;

iii. Attending meetings; and, as appropriate,

iv. Submitting reports and providing feedback.

b. Contribute professional and personal expertise to further the work of the subcommittee.

c. Uphold the goals, objectives, policies, and procedures of the subcommittee.

d. Comply with attendance and training requirements detailed in these Bylaws;

e. Submit an annual Financial Disclosure Statement, required by Section 2-11.1(i) of the Code; and

f. Adhere to all other federal, state, and local civil rights laws and regulations.

2. Attendance Requirements

a. All members shall comply with attendance requirements in accordance with Sections 2-11.39 and 2-1102 (G) of the Code, as follows:

i. Five (5) absences from scheduled subcommittee meetings in any County fiscal year (from October 1 of the current calendar year through September 30 of the year following) shall constitute grounds for removal.

ii. A member is counted as absent from a subcommittee meeting if ~~s/he~~they attends the meeting for less than 75% of the scheduled or actual duration of the meeting, whichever is less;

iii. Absences which are due to Partnership business-related travel are not counted against the total of five (5) absences.

3. Training Requirements

a. Attend the Partnership New Member Orientation and Training and Miami-Dade County Advisory Board Member Ethics Training within the first three (3) months of joining.

b. Subcommittee members shall comply with all other Partnership and/or Miami-Dade County Government training requirements, as required.

D. Vacancies (Subcommittees)

1. All vacancies on subcommittees shall be filled by qualified applicants as approved; or may be filled by appointment by the Partnership Chair as described in Section 4.3 (A.3), of these Bylaws.

2. Public Notice of Vacancies

a. As vacancies arise, they shall be publicly advertised.

E. Removals (Subcommittees)

1. Resignation

a. Any member may resign at any time by written notice delivered in person, sent by mail, or emailed to the relevant standing committee Chair or staff.

~~b.~~ Any such resignation shall take effect at the time specified in the notice or, if not so specified, immediately upon receipt of the notice.

~~c.~~b. ~~All resigning members are required to complete a Final Financial Disclosure Statement, as required by Section 2-11.1(i) of the Code.~~

2. Attendance Non-compliance

   a. Five (5) absences in the County fiscal year (October 1 to September 30) shall constitute grounds for removal from the subcommittee (see C.2, above). Members will be notified if their membership is at risk due to attendance non-compliance.

   b. Members of the subcommittees removed for attendance non-compliance shall receive written notice by mail or email of their membership termination, and their removal will be reported to the appropriate body.

   ~~c. Members terminated for attendance non-compliance are required to complete a Final Financial Disclosure Statement, as required Section 2-11.1(i) of the Code.~~

3. Change in Position

   a. At such time as a member changes their professional responsibilities so that they no longer represent the constituency for which they were originally appointed, that member shall immediately resign, and their seat shall be filled in accordance with the provisions contained herein.

   b. ~~All resigning members are required to complete a Final Financial Disclosure Statement, as required by Section 2-11.1(i) of the Code.~~If a member loses representative status on the Partnership they will seek removal as specified above and a waiver is not applicable.

4. Political Office Qualification

   a. Pursuant to Section 2-11.38 of the Code, "No member of any County board shall become a candidate for elective political office during his or her term. Should any member of a County board qualify as a candidate for elective political office, such qualification shall be deemed a tender of resignation from such board."

   ~~b.~~ Other ~~All resigning members are required to complete a Final Financial Disclosure Statement, as required by Section 2-11.1(i) of the Code.~~

5. Cause

   a. ~~Reasons for~~ Removal for Residency

      ~~ii.~~i. If any member fails to maintain the residency qualifications for membership set forth in Sections 2-11.38 and 2-110-2 of the Code, ~~fails to maintain attendance requirements, voluntarily resigns, violates the Partnership's Code of Ethics (see Section 2.1), or for other good cause is subject to removal, the subcommittee shall recommend removal of the member only~~ will be removed after such member has been notified in writing ~~and offered an opportunity to request a waiver by a two-thirds vote of the members in attendance~~.

   b. Removal for Non-Participation/Code of Conduct Violations

i. If any member refuses to participate as a member of the subcommittee, they will be subject to removal.

ii. If any member violates the Code of Conduct, they may be subject to removal from the subcommittee.

~~iii. If a member loses representative status, the Partnership will seek removal as specified above and a waiver is not applicable.~~

~~b.~~c. Recommendations for removal shall also be made for other good cause. Good cause means any cause consistent with all applicable Federal laws and guidelines governing the Ryan White Program, or other state or local laws.

~~c.~~d. Members of a subcommittee who fail to comply with the above requirements may be removed for cause upon majority vote by standing committee, subcommittee, or workgroup members, respectively, and without the Mayor's approval.

~~d.~~e. Subcommittee members removed for cause shall receive written notice by mail or email of their membership termination.

6. Final Financial Disclosure Statements

~~e.~~a. All members who resign, are removed for non-compliance, change in position, political office qualification or for cause are required to complete a Final Financial Disclosure Statement, as required by Section 2-11.1(i) of the Code.

SECTION 4.4. Workgroups

A. Applications, Nominations, and Requirements

1. Workgroups shall maintain at all times a fair and open appointment process.
2. Workgroups are appointed as needed by the Partnership to assist a standing committee and the Partnership with a specific issue or need.
3. Membership Requirements
   a. Pursuant to Section 2-11.36 et seq. of the Code, which sets forth the standards for County boards, all members of workgroups shall:
      i. Be permanent residents of Miami-Dade County;
      ii. Be electors of Miami-Dade County, unless the Board of County Commissioners, by a two-thirds vote of its membership, waives this requirement;
      iii. Have reputations for integrity and community service;
      iv. Possess the knowledge, skills, and expertise relevant to the position for which they are applying; and
      v. Be currently employed in the field of expertise they wish to represent (as applicable).
4. Workgroup Appointments

a. Partnership members who are not members of a committee, subcommittee, or workgroup shall be appointed to membership in a standing committee, subcommittee, or workgroup by the Partnership Chair.

b. All appointees shall be approved for membership by the Partnership.

5. Workgroups are exempt from the restriction to not have representation by more than one (1) representative from a Part A funded subrecipient or other organization.

6. Workgroups are exempt from the requirement to include a minimum number of persons from the affected community.

B. Term of Office (Workgroups)

1. Members may serve a maximum of six (6) consecutive years on one (1) or any combination of standing committees, subcommittees, or workgroups.

2. Any workgroup member who completes two consecutive term limits [totaling six (6) years] on one (1) or any combination of standing committees, subcommittees, or workgroups shall be excluded from reapplying for membership as a Partnership member or member of a standing committee, subcommittee, or workgroup for a period of (2) years, unless such term limit is waived by the Board of County Commissioners.

3. Change in Representative Status

   a. If a member appointed to represent a category listed in Section 3.1 (B) above loses such representative status, fails to maintain the qualifications for membership set forth in Section 2-11.38, fails to maintain attendance requirements, voluntarily resigns, or for other good cause is removed, the member shall forfeit membership on the Partnership.

4. Exemptions

   a. Notwithstanding the above, for the purpose of continuity, a workgroup member's term may be extended beyond the six years specified in Section B.1, above, until the Mayor has appointed a replacement. Such persons may continue as members of the workgroup to which ~~s/he~~they had been appointed.

   b. Members serving an extended term may not stand for election for another term of office, nor may they stand for election as an officer of any committee, subcommittee, or workgroup of which they are a member.

   c. Notwithstanding the above, members appointed to a subcommittee to fill government, Recipient, or other grantee seats may serve as members of the subcommittee for as long as they are designated by their respective agencies to serve in this capacity.

C. Duties and Responsibilities (Workgroups)

1. General Requirements

   a. Be able to devote a minimum of two (2) hours per month to workgroup activities, including, but not limited to:

      i. Replying to subcommittee meeting notices by confirming attendance with Partnership staff;

ii. Preparing for meetings by reviewing agendas, minutes, and other materials distributed in advance of a meeting by Partnership staff, in order to facilitate the business of the subcommittee;

b. Attending meetings; and, as appropriate

c. Submitting reports and providing feedback.

b. Contribute professional and personal expertise to further the work of the Partnership.

c. Uphold the goals, objectives, policies, and procedures of the Partnership.

d. Comply with attendance and training requirements detailed in these Bylaws;

e. Submit an annual Financial Disclosure Statement, required by Section 2-11.1(i) of the Code; and

f. Adhere to all other federal, state, and local civil rights laws and regulations.

2. Attendance Requirements

a. All members shall comply with attendance requirements in accordance with Sections 2-11.39 and 2-1102 (G) of the Code, as follows:

i. Five (5) absences from scheduled workgroup meetings in any County fiscal year (from October 1 of the current calendar year through September 30 of the year following) shall constitute grounds for removal.

ii. A member is counted as absent from a workgroup meeting if ~~s/he~~they attends the meeting for less than 75% of the scheduled or actual duration of the meeting, whichever is less;

iii. Absences which are due to Partnership business-related travel are not counted against the total of five (5) absences.

3. Training Requirements

a. Workgroup members are exempt from the Partnership New Member Orientation and Training and Miami-Dade County Advisory Board Member Ethics Training requirements.

b. Workgroup members shall comply with all other Partnership and/or Miami-Dade County Government training requirements, as required.

D. Vacancies (Workgroups)

1. All vacancies on workgroups shall be filled by qualified applicants as approved ; or may be filled by appointment by the Partnership Chair as described in Section 4.3 (A.3), of these Bylaws.
2. As vacancies arise, they shall be publicly advertised.
3. Workgroup members are selected on recommendation from the Partnership, standing committees, or subcommittees, as appropriate.

E. Removals (Workgroups)

1. Resignation
   a. Any member may resign at any time by written notice delivered in person, sent by mail, or emailed to the relevant standing committee Chair or staff.
   b. Any such resignation shall take effect at the time specified in the notice or, if not so specified, immediately upon receipt of the notice.
   ~~c. All resigning members are required to complete a Final Financial Disclosure Statement, as required by Section 2-11.1(i) of the Code.~~
2. Attendance Non-compliance
   a. Five (5) absences in the County fiscal year (October 1 to September 30) shall constitute grounds for removal from the workgroup (see C.2, above). Members will be notified if their membership is at risk due to attendance non-compliance.
   ~~b.~~ Members of the workgroups removed for attendance non-compliance shall receive written notice by mail or email of their membership termination, and their removal will be reported to the appropriate body.
   ~~c.~~b. ~~Members terminated for attendance non-compliance are required to complete a Final Financial Disclosure Statement, as required by Section 2-11.1(i) of the Code.~~
3. Change in Position
   a. At such time as a member changes their professional responsibilities so that they no longer represent the constituency for which they were originally appointed, that member shall immediately resign, and their seat shall be filled in accordance with the provisions contained herein.
   b. ~~All resigning members are required to complete a Final Financial Disclosure Statement, as required by Section 2-11.1(i) of the Code.~~If a member loses representative status on the Partnership they will seek removal as specified above and a waiver is not applicable.
4. Political Office Qualification
   a. Pursuant to Section 2-11.38 of the Code, "No member of any County board shall become a candidate for elective political office during his or her term. Should any member of a County board qualify as a candidate for elective political office, such qualification shall be deemed a tender of resignation from such board."
   ~~b. All resigning members are required to complete a Final Financial Disclosure Statement, as required by Section 2-11.1(i) of the Code.~~
5. Other Cause
   a. Removal for Residency
      i. If any member fails to maintain the residency qualifications for membership set forth in Sections 2-11.38 and 2-11-02 of the Code, ~~fails to maintain attendance requirements, voluntarily resigns, violates the Partnership's Code of Ethics (see Section 2.1), or for other good cause is subject to removal, the workgroup shall recommend removal of the member only~~ will be removed after such member has

been notified in writing ~~and offered an opportunity to request a waiver by a two-thirds vote of the members in attendance~~.

b. Removal for Non-Participation

i. If any member refuses to participate as a member of the workgroup, they will be subject to removal.

~~a.~~ If any member violates the Code of Conduct, they may be subject to removal from committee.

ii.

~~b.~~c. Recommendations for removal shall also be made for other good cause. Good cause means any cause consistent with all applicable Federal laws and guidelines governing the Ryan White Program, or other state or local laws.

~~c.~~d. Members of a workgroup who fail to comply with the above requirements may be removed for cause upon majority vote by standing committee, subcommittee, or workgroup members, respectively, and without the Mayor's approval.

~~d.~~e. Workgroup members removed for cause shall receive written notice by mail or email of their membership termination.

6. Final Financial Disclosure Statements

~~e.~~a. All members who resign, are removed for non-compliance, change in position, political office qualification or for cause are required to complete a Final Financial Disclosure Statement, as required by Section 2-11.1(i) of the Code.

ARTICLE 5. Officers

The Partnership, standing committees, subcommittees, and workgroups shall have an elected Chair and Vice-Chair (Officers).

SECTION 5.1. Officers

A. The Partnership

1. The Partnership shall elect a Chair and a Vice-Chair from among its members; they shall serve at the will of the Partnership.
2. Officers shall be full voting members.
3. At least one (1) officer of the Partnership must be a person with HIV.
4. The Chair ~~or Vice-Chair~~ of the Partnership shall be ~~a member of the affected community and~~a recipient of Ryan White Part A services.
5. The Chair and Vice-Chair of the Partnership shall not be representatives of a grantee organization, and shall not personally provide, represent entities that provide, or otherwise possess a financial relationship with entities that provide HIV-related services funded by programs under the purview of the Partnership.

6. No individual shall serve concurrent terms as an officer of the Partnership and an officer of a standing committee or subcommittee. The exception to this rule is for officers of workgroups, which may be led by the Chair or Vice-Chair of the committee under whose purview the workgroup was authorized.

B. Standing Committees, Subcommittees, and Workgroups

1. Each standing committee, subcommittee, or workgroup shall elect a Chair and a Vice-Chair from among its members; they shall serve at the will of the standing committee, subcommittee, or workgroup.
2. Officers shall be full voting members.
3. At least one (1) officer of each standing committee must be a Partnership member who shall be designated to report committee activities to the Partnership.
4. Standing committees, subcommittees, and workgroups shall strive to elect at least one (1) officer who is a person with HIV.
5. No individual shall serve concurrent terms as an officer of the Partnership and an officer of a standing committee or subcommittee. The exception to this rule is for officers of workgroups, which may be led by the Chair or Vice-Chair of the committee under whose purview the workgroup was authorized.

SECTION 5.2. Officer Responsibilities

A. All Chairs

1. Preside at all meetings at which they are present;
2. Exercise their right to vote at their respective meetings;
3. Maintain decorum;
4. Ensure the participation of all members; and
5. Facilitate the enactment of business at all meetings.

B. The Partnership Chair

1. Have full voting rights at Partnership meetings and at all other committee, subcommittee, and workgroup meetings;
2. Sign correspondence and documents required by the Recipient, as approved by the Partnership; and
3. Appoint, as necessary, Partnership members to standing committees, subcommittees, or workgroups. All appointments must be approved by the Partnership.
4. The Chair or Vice-Chair of the Partnership ~~shall~~ may present to the Miami-Dade County Board of County Commissioners, the Florida Department of Health in Miami-Dade County, the City of Miami Commissioners, and the general community on an annual basis a written report describing the Partnership's activities related to HIV/AIDS in housing, care and treatment services and prevention in Miami-Dade County.

5. Subject to the approval of the Partnership, from time to time as the need arises, the Chair or Vice-Chair of the Partnership may also present oral presentations and/or reports to the Miami-Dade Board of County Commissioners, the Florida Department of Health in Miami-Dade County, the City of Miami Commissioners, and the general community.

C. The Vice-Chair

1. The Vice-Chair shall act as Chair in the Chair's absence or inability to conduct business.

SECTION 5.3. Term of Office

A. Elected officers of the Partnership, standing committees, subcommittees, and workgroups shall serve a one (1) year term. No elected officer may serve more than two (2) consecutive one-year terms.

B. The terms of office of elected Chairs of workgroups may be for less than one year depending on expiry date of such workgroup.

C. Upon conclusion of the first one-year term in the month preceding election of new officers, elections shall be held in accordance with Section 5.4 of these Bylaws. If eligible, the current Chair of the Partnership, a standing committee, or a subcommittee may be nominated at this time to be elected for a second term. Other eligible members of the Partnership, standing committees or subcommittees, including but not limited to the Vice-Chair, may also be nominated regardless of whether the current Chair has elected to seek a second term.

D. Approval of a second one-year term requires a majority vote.

E. An individual who has served as an officer of a committee may reapply to be nominated as an officer of the same committee after a minimum of one (1) year following completion of the second term.

SECTION 5.4. Nominations and Elections of Officers

A. Partnership

1. Nominations for Partnership Chair and Vice Chair shall be made in February of each year.

2. Elections for Partnership Chair and Vice Chair shall be held in March of each year.

B. Standing Committees and Subcommittees

1. Nominations of standing committee and subcommittee officers shall be made in the meeting prior to the scheduled election.
2. Elections of officers to standing committees and subcommittees shall be held in January of each year.

C. Workgroups

1. Elections of officers to workgroups shall be held at the first meeting of such workgroup.

SECTION 5.5. Officer Removals and Vacancies

A. An officer may be removed for good cause, subject to approval of the Partnership. Said officer may be removed for cause demonstrated by failure to execute their duties and responsibilities of office or flagrant or repeated violations of Article 6 of these Bylaws and the Code of Conduct approved by the Partnership.

B. Recommendations for officer removal shall be forwarded to the Executive Committee for consideration prior to being presented to the Partnership. This may occur only after the officer has been duly noticed of the charges and has been afforded the right to a hearing before the Executive Committee and/or the Partnership.

C. In order to vote on the removal of an officer, a minimum of two-thirds of the Partnership must be in attendance.

D. A vacancy in any office resulting from death, resignation, removal, expiration of term or other cause may be filled upon the nomination and election of a successor by the committee with the vacancy. The successor shall serve for the remainder of the predecessor's term.

ARTICLE 6. Meetings

SECTION 6.1. Public Notice of Meetings

A. Public notice of all meetings shall be given in accordance with state and local requirements. Meetings shall be open to the public.

B. The records, reports, transcripts, minutes, agenda and other documents which are made available to or prepared for or by the Partnership shall be made available for public inspection and copying at a single location consistent with Chapter 119, Florida Statutes, and the Federal Advisory Council Act.

C. Written notice shall be given at least thirteen (13) days in advance of any regularly scheduled Partnership meeting date.

SECTION 6.2. Reasonable Opportunity to Be Heard

A. Members of the public shall be given a reasonable opportunity to be heard on any matter that is before the Partnership, a committee, a subcommittee, or a workgroup pursuant to section 286.0114, Florida Statutes, as such may be amended from time to time. Each member of the public shall be given a minimum of three (3) minutes to speak during the designated time appearing on the agenda of the Partnership, committee, subcommittee, or workgroup.

B. The reasonable opportunity to be heard shall not be extended to the public on any official act of the Partnership, a committee, a subcommittee or a workgroup, such as approval of minutes and ceremonial proclamations; procedural motions, including but not limited to, motions to defer an item, recess or adjourn; and propositions before the Partnership, the committee, the subcommittee, or the workgroup, when there was a previous opportunity to be heard.

C. All remarks shall be addressed to the Partnership, a committee, a subcommittee, or a workgroup.

D. No person, other than Partnership, committee, subcommittee, or workgroup members and the person having the floor, shall be permitted to enter into any discussion, either directly or through members of the Partnership, committee, subcommittee, or workgroup, without the permission of the presiding officer.

E. No questions shall be asked of a Partnership, a committee, a subcommittee, or a workgroup member except through the presiding officer.

SECTION 6.3. Code of Conduct

A. The Partnership has established and approved a Code of Conduct, which is attached hereto as Addendum B and incorporated herein by reference. All Partnership members shall sign a statement of intent to abide by the Code of Conduct. Failure of a member to abide by the Partnership's Code of Conduct may result in expulsion of the member from a meeting.

B. All members shall ensure compliance with the following:

1. To notify the Partnership when they no longer meet the requirements for membership as set forth in Sections 2-1102 and 2-11.38 of the Code and the Partnership Bylaws.
2. To respect the Chair and Vice-Chair's authority.
3. To refrain from interrupting any meeting or engaging in conversations on the record between two or more members without the consent of the Chair or the Vice-Chair.
4. To refrain from any off the record comments between two or more members.
5. To refrain from lobbying the Partnership, or any committee, subcommittee, or workgroup concerning any matter deemed to be of a personal nature.
6. To refrain from engaging in any negligent activities in the performance of any duty assigned to them by law.

C. When parliamentary procedures are not specified, Robert's Rules of Order shall prevail.

D. The Partnership Chair, or five (5) Partnership members upon written request to the Chair, may call for a special Partnership meeting.

E. A standing committee or subcommittee Chair, or five (5) standing committee or subcommittee members upon written request to the Chair, may call for a special committee or subcommittee meeting.

F. The Partnership shall not transact business or exercise its powers unless a majority of the quorum in attendance agrees to the activity.

SECTION 6.4. Quorum

A. In order to transact any business or to exercise any power vested in the Partnership, a quorum of one-third (1/3) plus one of current Partnership members shall be present at a Partnership meeting.

B. In order to transact any business or to exercise any power vested in a standing committee, subcommittee, or workgroup, a quorum shall consist of one-third (1/3) plus one (1) of the current voting members of that standing committee, subcommittee, or workgroup.

ARTICLE 7. Staff Support

A. The Partnership, standing committees, subcommittees, and workgroups shall have assistance from staff designated by the Mayor or the Mayor's designee and other governmental agencies, and legal representation from the County Attorney's Office.

B. The Partnership may allocate additional funds to provide for additional professional support for keeping the organizational records and carrying out its policies, procedures and programs in accordance with these Bylaws and in conformity with applicable state laws and regulations, County ordinances, and applicable contracts.

C. Staff shall maintain and keep the records of the Partnership; prepare, in cooperation with the Chair, the agenda for each meeting; be responsible for the preparation of reports, minutes signed by the Partnership Chair or Vice-Chair, documents, resolutions or correspondence as the Partnership may direct; and generally administer the business and affairs of the Partnership subject to budgetary restrictions.

D. Staff assignments over and above duties described in the staff support contract for the corresponding grant fiscal year require approval by the respective funding entity.

ARTICLE 8. Amendments

A. These Bylaws may be adopted, amended, or repealed by a two-thirds (2/3) vote of members present at a properly constituted meeting of the Partnership.

B. Notice of all proposed amendments shall be emailed and/or mailed to each Partnership member at least five (5) business days prior to the meeting at which such amendment(s) is/are to be considered for adoption.

C. Following approval by two-thirds (2/3) of Partnership members present at a properly constituted meeting and upon County Attorney approval of legal form and sufficiency, these Bylaws and subsequent amendments shall be effective immediately.

Addendum A

Miami-Dade HIV/AIDS Partnership
Grievance Procedures and Process

ARTICLE I: Preamble

The Miami-Dade County HIV/AIDS Partnership (hereinafter "the Partnership") adopts the following Grievance Procedures to provide, in accordance with the Ryan White Program (42 USC § 300f-12 (a) (6) and 42 USC § 300f-12 (c) (A) and (B), an orderly procedure for resolving disputes concerning deviations from an established, written priority setting or resource allocation process (e.g., failure to follow established conflict of interests procedures), and deviations from an established, written process for any subsequent changes to priorities or allocations and those attendant rules and regulations that may affect such deviations from established processes, priorities, or allocations.

It is the policy of the Partnership that an equitable solution of any grievance should be secured at the most immediate administrative level. These procedures should not be construed as limiting the right of the Recipient to discuss any concern with any member of the Partnership. Nothing in this procedure shall be interpreted to limit the Partnership's exclusive final authority over the establishment of service priorities and allocation of funds under the Ryan White HIV/AIDS Treatment Extension Act of 2009.

ARTICLE II: Definitions

1. **Arbitration:** The submission of a dispute to an impartial or independent individual or panel for a binding determination. Arbitration is usually carried out in conformity with a set of rules. The decision of an arbitrator generally has the force of law, although it generally does not set a precedent.
2. **Arbitrator:** An individual or panel of individuals (usually three) selected to decide a dispute or grievance. Arbitrators may be selected by the parties or by an individual or entity.
3. **Binding:** A process in which parties agree to be bound by the decision of an arbitrator or other third party.
4. **County:** Miami-Dade County.
5. **Costs:** Charges for administering a dispute settlement process.
6. **Day:** Refers to a calendar day or a business day, as specified, but excludes weekends and the County's recognized holidays. Either reference point can be used, as long as the Grievant and the person or group against which the grievance is brought understand the applicable time frame.
7. **Dispute Prevention:** Techniques or approaches that are used by an organization to resolve disagreements at as early and informal a stage as possible to avoid or minimize the number of disputes that reach the grievance process.

8. **Elements of Due Process:** An activity in which the following procedural safeguards are required: (a) adequate notice to the affected individual or organization; (b) right of the individual or organization to be represented by counsel; (c) opportunity for the individual to refute the evidence presented by the Partnership or the basis of the action taken by the Partnership including the right to confront and cross-examine witnesses and to present any affirmative legal or equitable defense which the individual or organization may have; and (d) a decision on the merits.
9. **Facilitation:** A voluntary process involving the use of techniques to improve the flow of information and develop trust between the parties to a dispute. Involves a third party (facilitator) who, as in mediation, uses a process to assist the parties in reaching an agreement that is acceptable to the parties.
10. **Facilitator:** A third party who works with the parties to a dispute, providing direction to a process. A facilitator may be independent or may be drawn from one of the parties, but must maintain impartiality on the topics under discussion.
11. **Grievance:** A complaint or dispute that has reached the stage where the affected party seeks a structured approach to its resolution.
12. **Grievant:** A person or entity who's a complainant seeking a structured resolution of a grievance.
13. **Hearing Officer:** Shall mean a person selected in accordance with this policy to hear grievances and render a decision with respect thereto.
14. **Hearing Panel:** Shall mean a panel selected in accordance with this policy to hear grievances and render a decision with respect thereto.
15. **Individual:** An adult person (or persons) organization, agency, or governmental entity who is the direct object of the Partnership's action, ruling or policy.
16. **Mediation:** A voluntary process in which an impartial and usually independent third party assists parties to a dispute in reaching an acceptable resolution to the issues in the dispute. Mediation may involve meetings held by the mediator with the parties together and separately. The results of mediation can become binding on the parties if the parties agree to make it binding.
17. **Mediation/arbitration (med/arb):** A mixed approach in which parties agree to mediate their differences and submit those issues that cannot be resolved through mediation to arbitration. This technique helps to narrow the issues submitted to arbitration. The parties may agree to use separate mediators and arbitrators for different stages of the process, or they may use the same third party.
18. **Mediator:** A trained, impartial, and usually independent third party selected by the parties to the dispute or by another entity to help the parties reach an agreement on a determined set of issues.
19. **Neutral:** An independent third party, including a mediator or arbitrator, selected to resolve a dispute or grievance.
20. **Non-binding:** Techniques in which the parties to a dispute attempt to reach an agreement. The results must be agreed to by both parties; results are not imposed by the third party as they are in binding arbitration or in a judicial proceeding.
21. **Organization:** An organized provider, agency, consumer group, advocacy, or service organization under incorporation with an adopted set of by-laws and elected officers.
22. **The Partnership:** Miami-Dade County HIV/AIDS Partnership.

23. **Party:** One of the participants in the grievance process. This includes the Grievant (or person or group) who brings the grievance action, and the person or group against which the grievance is brought.
24. **Recipient:** Locally, with respect to the Partnership and the Ryan White Part A Program, the Recipient is Miami-Dade County.
25. **Remedy:** Relief or result sought by a Grievant in bringing a grievance. It can include money damages, a process change or a reversal of a decision. Whether it applies prospectively only or retroactively as well is up to the drafters of each local grievance procedure.
26. **Standing:** The eligibility of an individual or entity to bring a grievance. In the case of locally drafted grievance procedures under the Ryan White HIV/AIDS Treatment Extension Act of 2009, as amended, standing refers to a directly affected individual or entity challenging a decision with respect to funding.
27. **Third Party:** An independent or impartial person, including a facilitator, mediator, ombudsman, or arbitrator, selected to resolve a dispute or grievance or assist the parties in resolving a dispute or grievance.
28. **With respect to funding:** The Partnership's priority setting and allocation processes (including any language regarding how best to meet the priorities), and any subsequent change to the priorities.

ARTICLE III: The Grievance Process

Requests for Grievances and Notice of Hearing

1. Requests for Grievance: A Grievant shall have thirty (30) calendar days from the date of the alleged incident giving rise to the grievance to file a written grievance with the Partnership. The grievance shall set forth with particularity the dispute to be addressed by the Partnership, Mediator, Hearing Officer, hearing Panel or Arbitrator. The Grievant is required to complete and submit a Grievance Registration Form (a sample attached hereto as Exhibit I). All grievances which are timely filed are deemed sufficient if made in writing and delivered personally or sent by certified mail, return receipt requested, postage prepaid, to the Partnership at the following address: (or to such other address to be determined by the Partnership):

Miami-Dade HIV/AIDS Partnership
c/o Behavioral Science Research Corp.
2121 Ponce de Leon Boulevard, Suite 240
Coral Gables, FL 33134
Attn: Dr. Robert Ladner

Failure to timely file said grievance shall result in a refusal by the Partnership, Mediator, Hearing Officer, hearing Panel or Arbitrator to consider the merits of the grievance. A Grievant's failure to timely file Exhibit I shall result in and be deemed a waiver of any and all rights afforded herein.

2. Determination of Ripeness and Jurisdiction: All grievances shall be reviewed by the Recipient's contracted staff support subrecipient, Behavioral Science Research Corporation, in consultation with the Recipient and the County Attorney's Office to determine the ripeness of the grievance and/or jurisdictional issues. In the event it is determined that the grievance is not ripe or that there is a lack of jurisdiction, Behavioral Science Research Corporation or other successor agency shall notify the Grievant in writing within ten (10) business days of receipt of the grievance. A copy of said notice shall be sent to the Chair of the Partnership.

Notice of Hearing: At least twenty (20) business days prior to any procedure described below, the Partnership shall deliver a notice of hearing to the parties by personal service or certified mail. Such notice shall include the date, time, and place at which the hearing is held.

Types of Grievances Covered and Who May Bring a Grievance

1. Types of Partnership Grievances

The following Partnership processes may be grieved:

a. The process of establishing priorities.

b. The process of allocating funds to the established priorities.

c. Any subsequent process to change already established priorities or allocations (e.g., the process used to reallocate funds to another category for service). [NOTE: Given that the Partnership processes above are time-sensitive and cannot be repeated within a grant cycle (one year – March to February), remedies to grievances concerning these processes are limited to future action and will not be applied to reverse decisions retroactively.]

2. Who May Grieve

The following individuals or entities may file a grievance with the Partnership:

a. Subrecipients eligible to receive Ryan White Program funding within the Miami-Dade County EMA.

b. Individual consumers of Ryan White Program services.

c. An individual or entity directly affected by the outcome of the decision related to funding as defined herein.

d. Community and Advocacy groups.

Grievance Initiation and Preliminary Direct Meeting

[Maximum amount of time to complete once initiated: twenty (20) business days.]

Throughout the grievance process (including both non-binding and binding resolution), the following is considered to be public information: the specific process being grieved, the identity of the party submitting the grievance, and the resolution agreed upon. However, any other information shared during the grievance process is considered confidential and shall not be shared with parties who are not involved in the process.

(1) Step 1 – Submittal of Grievance

Individuals or entities wishing to grieve a Partnership process must: (a) complete the Grievance Registration Form (Exhibit I); (b) submit it in accordance with the provisions set forth in Article III within thirty (30) business days after the completion of the Partnership process that is the subject of the grievance; (c) each grievance requires a separate grievance form.

(2) Step 2 – Review for Allowance

Staff will distribute a copy of the submitted Grievance Registration Form to the Executive Committee. The Executive Committee shall appoint a Grievance Committee composed of the Chair of the Partnership and two (2) additional members.

The Grievance Committee members must be:

(a) Familiar with the work of the Partnership and the local HIV/AIDS service delivery system;

(b) Independent of the specific process that is the subject of the grievance; and

(c) Free of direct interest in the outcome of the process being grieved.

The Executive Committee will determine whether the grievance is allowable as defined by section B(1) of these Procedures.

Within ten (10) business days from its submittal date, the Grievant must be notified in writing whether or not the grievance is allowable.

(3) Step 3 – Direct Meeting

Within ten (10) business days after Step 2 is completed, the Grievant will meet with the Partnership's Chair and at least two (2) representatives from the Partnership's committee most appropriate to address the concerns of the Grievant (i.e., an individual grieving the needs assessment process would meet with the Care and Treatment Committee). This meeting will take place at a location agreed to by all parties. The purpose of the direct meeting is to address the concerns of the Grievant and, if possible, make mutually satisfactory adjustments to the grieved process for future implementation. The Grievant shall bear their own expenses with respect to Paragraph C, Steps 1, 2 and 3 of the Procedures for Grievances.

Non-Binding Mediation

[Maximum amount of time to complete: twenty (20) business days.]

(1) Step 4 – Selection of Mediator

If resolution of the grievance is not achieved through Step 3, a mediator will be chosen. Selection of this mediator must take place **within ten (10) business days** of the end of Step 3.

The mediator must be:

(a) Certified as a mediator by the Florida Supreme Court;

(b) Not a Partnership member;

(c) Independent of the specific issues that are the subject of the grievance;

(d) Free of direct interest in the outcome of the process being grieved; and

(e) Approved by both the Grievant and Partnership before beginning the mediation.

In order to expedite the Grievance Process, the Partnership's contracted staff support subrecipient will create and maintain a list of at least five (5) non-Partnership Florida-certified mediators and document their compensation rates. These persons may be from outside the Miami-Dade EMA. The staff support subrecipient will coordinate the mediation meetings with the Grievant and the Partnership. The mediator's compensation will be paid through the Partnership's staff support budget. The expenses of the mediator shall be borne one-half by the Grievant and one-half by the Partnership. The Grievant's share of the estimated costs of mediation must be paid directly to the mediator before mediation begins.

The Grievant and the Partnership shall bear their own expenses; however, the Partnership shall bear the expenses of any Partnership members. Each party shall be responsible for producing their own witnesses and shall bear expenses for same.

(2) Step 5 – Mediation

Once the mediator is selected, mediation will take place within a period of **ten (10) business days** at a location agreed to by both parties. During this time, the mediator is responsible for:

(a) Investigating the grievance;

(b) Mediating between the Partnership and the Grievant; and

(c) Pursuing a solution that is mutually satisfactory to both parties.

Informal Hearing

(1) Step 6 – Hearing

(a) The following expedited grievance procedure shall apply to those grievances concerning an action of the Partnership under its rules concerning conflicts of interest, conduct of Partnership members and removal of Partnership members and officers for cause.

(b) When the Partnership notifies the individual of an action the Partnership shall also include in that notice that any grievance hearing requests shall be in accordance with the expedited grievance procedure.

(c) The Grievant shall have seven (7) calendar days from the date of the notice in which to file a written request for an informal expedited non-binding arbitration hearing to the Partnership. The written request shall specify: (a) The reasons for the grievance; and (b) The action or relief sought.

(d) The Grievant shall NOT have the grievance informally discussed as outlined in Section C of this Grievance Procedures and Process.

(e) Within ten (10) business days of receipt by the Partnership of the Grievant's request for a hearing, the Executive Committee or its designee shall notify the individual of the selection of a Hearing Officer or Hearing Panel. The individual has five (5) calendar days from the date of the notice to submit comments as to the selection of the Hearing Panel or Hearing Officer. Upon expiration of the five (5) calendar day comment period, the Executive Committee or its designee shall have one (1)

business day to review the comments and make a final selection as to the member(s) of the Hearing Panel or Hearing Officer.

(f) Upon Grievant's compliance with subsection 3 of this section, a hearing shall be scheduled by the Hearing Officer or Hearing Panel promptly for a time and place reasonably convenient to both the Grievant and the Partnership, not in excess of five (5) business days of the selection of the Hearing Officer or Hearing Panel. A written notification specifying the time, place and the procedures governing the hearing shall be delivered to the Grievant and the appropriate Partnership official.

(g) The hearing shall be held before a Hearing Officer or Hearing Panel, as determined by the Executive Committee.

(h) The Grievant shall be afforded a fair hearing, which shall include: (1) the opportunity to examine before the grievance hearing any Partnership documents, including records and regulations, that are directly relevant to the hearing. The Grievant shall be allowed to copy any such document at the Grievant's expense. If the Partnership does not make the document available for examination upon request by the Grievant, the Partnership may not rely on such document at the grievance hearing; (2) the right to be represented by counsel or other person chosen as the Grievant's representative, and to have such person make statements on the Grievant's behalf; (3) the right to a public hearing; (4) the right to present evidence and arguments in support of the Grievant's grievance, to controvert evidence relied on by the Partnership, and to confront and cross-examine all witnesses upon whose testimony or information the Partnership or project management relies; and (5) a decision based solely and exclusively upon the facts presented at the hearing.

(i) The Hearing Officer or Hearing Panel may render a decision without proceeding with the hearing if the Hearing Officer or Hearing Panel determines that the issue has been previously decided in another proceeding.

(j) Except in the case of an expedited grievance procedure, if the Grievant or the Partnership fails to appear at a scheduled hearing, the Hearing Officer or Hearing Panel may make a determination to postpone the hearing for not more than five (5) business days or may make a determination that the party has waived his right to a hearing. The Hearing Officer or Hearing Panel shall notify both the Grievant and the Partnership of the determination.

(k) At the hearing, the Grievant must first make a showing of an entitlement to the relief sought and thereafter the Partnership must sustain the burden of justifying the Partnership action or failure to act against which the grievance is directed.

(l). **Conduct of the Hearing:** The hearing shall be conducted informally by the Hearing Officer or Hearing Panel and oral or documentary evidence pertinent to the facts and issues raised by the complaint may be received without regard to admissibility under the rules of evidence applicable to judicial proceedings. The Hearing Officer or Hearing Panel shall require the Partnership, the Grievant, counsel and other participants or spectators to conduct themselves in an orderly fashion. Failure to comply with the directions of the Hearing Officer or Hearing Panel to obtain order may result in exclusion from the proceedings or in a decision

adverse to the interests of the disorderly party and granting or denial of the relief sought, as appropriate.

(1) Any party, Hearing Officer or Hearing Panel member may call, examine, and cross-examine witnesses, and introduce documentary and other evidence into the record. Upon offering an exhibit into evidence at a hearing, a party shall provide an original and four copies to the Hearing Officer or Hearing Panel, and simultaneously furnish copies to all parties.

(2) All relevant and material evidence, oral or written, may be received. Hearsay evidence shall be accorded such weight as the circumstances warrant. In its discretion, the Hearing Officer or hearing Panel may exclude irrelevant, immaterial, or unduly repetitious evidence. A party is entitled to present his or her case by oral and documentary evidence, to submit rebuttal evidence, and to conduct cross-examination. Both parties may appear in person or through any duly authorized representative.

(3) The burden of persuasion, or duty of producing evidence to substantiate any allegation raised in the grievance, remains with the Grievant in all hearings before the Hearing Officer or Hearing Panel.

(m) The Hearing Officer or Hearing Panel shall open the hearing at the time and place specified in the notice of hearing, or soon thereafter as a Hearing Officer or Hearing Panel can be obtained. After a reasonable time, if it is determined by the Executive Committee that no Hearing Officer or Hearing Panel can be obtained, the hearing shall be continued until such time as a Hearing Officer or Hearing Panel can be obtained.

(n) Either party may request a continuance. A continuance may be granted solely at the discretion of the Hearing Officer or Hearing Panel.

(o) The Grievant or the Partnership may arrange, in advance and at the expense of the party making the arrangement, for a transcript of the hearing. Any interested party may purchase a copy of such transcript.

(p) The Partnership must provide reasonable accommodation for persons with disabilities to participate in the hearing. A reasonable accommodation may include qualified sign language interpreters, readers, accessible locations, or attendants. If the Grievant is visually impaired, any notice to the Grievant, which is required under this section, must be in an accessible format.

(q) The Hearing Officer or Hearing Panel shall prepare a written decision, together with the reasons therefore, within a reasonable time after the hearing, but not in excess of seven (7) business days for a standard hearing and not excess of three (3) business days in the case of an expedited grievance hearing. A copy of the decision shall be sent to the Grievant and the Partnership. The Partnership shall retain a copy of the decision in the Grievant's folder. A copy of such decision, with all names and other personal identifying references redacted, where applicable, shall also be maintained on file by the Partnership and made available for inspection by a prospective Grievant, his representative, or the Hearing Panel or Hearing Officer.

(r) The decision of the Hearing Officer or Hearing Panel shall be binding on the Partnership which shall take all actions, or refrain from any actions, necessary to carry out the decision unless the Partnership determines within a reasonable time, not to exceed thirty (30) business days, and promptly notifies the Grievant of its determination, that (1) the grievance does not concern Partnership action or failure to act which adversely affect the Grievant's rights, duties, welfare or status; or (2) the decision of the Hearing Officer or Hearing Panel is contrary to applicable Federal, State or local law, regulations or requirements of the contract between the HRSA and the Miami-Dade County.

(s) A decision by the Hearing Officer or Hearing Panel in favor of the Partnership or which denies the relief requested by the Grievant in whole or in part shall not constitute a waiver of, nor affect in any manner whatever, any rights the Grievant may have to a trial de novo or judicial review in any judicial proceedings, which may thereafter be brought in the matter.

(t) **Expenses:** The Partnership shall bear the administrative costs of the hearing as described above, including location costs and any costs related to the Hearing Officer or hearing panel. All other expenses, including the expense of counsel for the Complainant, personal transportation, and meals shall be borne by the Complainant.

Binding Arbitration

[Maximum amount of time to complete once initiated: 20 calendar days.]

If a mutually satisfactory resolution of the grievance is not achieved within the period allotted for mediation, the Grievant may seek to resolve the grievance through binding arbitration.

(1) Step 7 – Submittal of Request for Binding Arbitration

The Grievant must submit a completed Request for Binding Arbitration Form (a sample hereto attached as Exhibit II) to the Chair of the Partnership **within ten (10) calendar days** of the conclusion of mediation. **Within five (5) business days** of submittal of the Request for Binding Arbitration Form, the Partnership's Chair will (a) notify the Partnership that a Request for Binding Arbitration Form has been submitted; (b) notify the Partnership's staff support contractor to arrange for arbitration and determine whether the grievance is eligible for binding arbitration; and (c) notify the Grievant in writing whether or not the grievance is eligible for binding arbitration.

The request for Binding Arbitration will be considered eligible as long as steps 1 through 5 have already been completed.

(2) Step 8 – Arbitration

Within five (5) business days from the date the Request for Binding Arbitration Form (Exhibit II) is submitted, the third-party arbitrator will forward to both the Grievant and the Partnership's Chair previously established rules of arbitration, which will be followed through the remainder of the arbitration process. The arbitration process will include steps which the arbitrator deems necessary to reach a decision, according to the arbitrator's previously established rules, provided such rules are satisfactory to both parties. The Partnership's contracted staff support subrecipient will coordinate the arbitration meetings with the Grievant and the Partnership. The Grievant and the Partnership shall agree as to a date, place and time for meeting with the arbitrator.

The arbitrator's compensation will be paid through the Partnership's staff support budget. The expenses of the arbitrator shall be borne one-half by the Grievant and one-half by the Partnership. The Grievant's share of the estimated costs of mediation must be paid directly to the mediator before mediation begins. The Grievant and the Partnership shall bear their own expenses; however, the Partnership shall bear the expenses of any Partnership members. Each party shall be responsible for producing their own witnesses and shall bear expenses for same.

The arbitrator must complete the arbitration process and provide a binding decision for future implementation **within fifteen (15) business days** of notification.

ARTICLE IV: Sunshine Laws and Public Records Act

All meetings concerning any grievance filed under this Grievance Procedures and Process must comply with Florida's Government in the Sunshine laws, the Florida Public Records Act and Article 6 of the Bylaws of the Partnership. Public notice of all meetings shall be given in accordance with State and local requirements. Meetings shall be open to the public. Written notice shall be given at least thirteen (13) business days in advance of any regularly scheduled Partnership meeting date. Additionally, written minutes shall be taken during such grievance.

ARTICLE V: Amendments

Any amendments that need to be made to these procedures shall only be made after a thirty (30) business day public comment period is allowed and then only after the Partnership has considered the comments received.

These Bylaws and Grievance Procedures
were reviewed and approved for form and
legal sufficiency

By:_____

Terrence A. Smith
Assistant County Attorney

Date:_____

EXHIBITS

EXHIBIT I (Attached): Sample Grievance Registration Form

EXHIBIT II (Attached): Sample Request for Binding Arbitration Form

Acknowledgement of Receipt of Grievance Procedures:

IN WITNESS WHEREOF, the undersigned hereby acknowledges that they have received a copy of this procedure and have read the procedures outlined in this Grievance Procedure.

_____ _____

Signature Date

Addendum B

Code of Conduct

The Partnership, standing committees, subcommittees, and workgroups are governed by the Florida Sunshine Law, the Public Records Act and the ordinances enacted by the Miami-Dade Board of County Commissioners (the "Board"). Accordingly, all such entities must

1. Notice their meetings,
2. Make all meetings open to the public; and
3. Prepare written minutes of each meeting.

The records, reports, transcripts, minutes, agenda and other documents which are made available to or prepared for or by the Partnership and for the work of Partnership committees shall be available for public inspection and copying at a single location consistent with chapter 119, Florida Statutes, the Federal Advisory Council Act and Miami-Dade County Administrative Order No. 4-48. If two or more persons who are members of the Partnership or its duly constituted committees meet, they must do so in compliance with the Florida Sunshine Law.

Miami-Dade HIV/AIDS Partnership

Code Of Conduct

This Code of Conduct shall apply to all members of the Partnership and to the Partnership's standing committees, sub-committees, and workgroups, which are collectively referred to herein as the "Partnership."

Meetings are conducted according to Robert's Rules of Order. The length of time Partnership members are allowed to speak may be limited. Use of cell phones is also restricted.

Each Partnership member shall cooperate with the presiding officer in preserving order and decorum as set forth in the Partnership Bylaws. No member shall delay or interrupt the proceedings, or disturb any member while the member is speaking, except that the presiding officer may interrupt for the purpose of calling a member or members to order.

Members should be aware that they serve the interest of the Miami-Dade HIV/AIDS community as a whole. Members do not serve private or personal interests, and shall endeavor to treat all persons, issues, and business in a fair and equitable manner. Accordingly, members are prohibited from lobbying the Partnership or any member of the Partnership regarding any matter that is of a personal nature.

Members, when voting on allocation of funding, must vote in accordance with the Miami-Dade County Commission on Ethics and Public Trust's Advisory Opinion 05-50, which states in pertinent part: "...the Partnership member may vote on funding recommendations affecting a service category in which they are a provider as long as the member is not the sole provider in the particular category and the recommendation does not provide amounts or percentages among the providers in a particular service category." In the event a member has a conflict, the member must declare the conflict and shall abstain from the vote and step outside of the meeting room prior to the vote. The member will complete form 8B while outside the room and return the form to staff. The member shall return to the room after the remaining members have voted

All members must comply with Florida's Government in the Sunshine Law and Public Records Act as further described in the Partnership Bylaws.

Presiding Officers' Duties:

1. The presiding officers are responsible for the orderly conduct of business at each meeting and shall preserve order and decorum.
2. The presiding officers shall ensure Partnership business is conducted efficiently by enforcing the rules of debate; the presiding officer shall not monopolize discussion.

Governance Rules:

1. Remarks are addressed through the presiding officer, not to individual members or members of the public without the presiding officer's consent.
2. Members of the Partnership may speak in turn as recognized by the presiding officer.
3. Members of the public may be permitted to address the Partnership as appropriate and as recognized by the presiding officer.
4. When more than one individual requests the floor, the presiding officer shall establish a queue.

5. Time limits for speaking may be established by the presiding officer.
6. The presiding officer may restrict an individual from speaking when the individual's comments are repetitive or not germane to the issue. Restrictions shall not be applied so as to limit the public's right to participate.
7. Partnership members may overturn a decision of the presiding officer by a majority vote.

General Conduct:

1. Partnership members shall adhere to the Rules of decorum set forth in the Partnership's Bylaws.
2. Electronic communication devices shall be set on mute or vibrate.
3. At no time shall the presiding officer, a Partnership member engage in any personally offensive or abusive remarks.
4. Members shall inform themselves on issues, listen attentively to discussion, and review relevant materials distributed prior to meetings.
5. There shall be no interruptions and no private conversations while business is conducted.
6. The presiding officer shall call any member to order who violates any section of this Code of Conduct. If a member is called to order while speaking, that person shall cease speaking until the question of order is determined.

Staff support personnel and County employees are present to assist the process, the presiding officer and Partnership members. Support personnel and County employees are entitled to be treated with courtesy and respect. Accordingly, the presiding may issue warnings to Partnership members and may also take other appropriate action to ensure compliance with this Code of Conduct and the Partnership's Bylaws.

Members shall agree:

1. To refrain from engaging in improper or illegal voting on Partnership matters.
2. To refrain from engaging in improper or illegal representation as an agent of the Partnership on fiscal, legal and/or other Partnership matters.
3. To refrain from engaging in fighting, threatening behavior and other gross violations of proper conduct at Partnership or committee meetings.
4. To refrain from receipt of gifts, favors, or promises of future benefits.
5. To refrain from engaging in any breach of the public trust.
6. To comply with the attendance requirements and other Partnership requirements, as provided for in Sections 2-11.39 and 2-1102 of the Code and further set forth herein.
7. To refrain from engaging in any negligent or criminal activities in the performance of any duty assigned to them by law.
8. To comply with the Partnership's Bylaws.

Any violation of this code of conduct may result in the Partnership taking appropriate action against the Partnership member, including but not limited to making a recommendation to the County Mayor for the removal of Partnership member.

I affirm that I have read, understand, and shall abide by the Miami-Dade HIV/AIDS Partnership Code of Conduct.

_____ _____

Signature Date

_____

Printed Name

Addendum C

Miami-Dade HIV/AIDS Partnership

Prevention Committee Policies and Procedures

PURPOSE: To set forth the policies and procedures relative to the functions of the Miami-Dade HIV/AIDS Partnership's Prevention Committee (PVC). The PVC's purpose, its policies and procedures are guided by the National HIV/AIDS Strategy and implementation of High Impact Prevention interventions. These policies and procedures shall be made a part of and incorporated by reference into the HIV/AIDS Partnership's (Partnership) Bylaws.

A. FUNCTIONS

1. Coordinate with the Partnership's Strategic Planning Committee to review and oversee the Miami-Dade County Integrated Prevention and Care Plan for HIV/AIDS in coordination with the Florida Department of Health in Miami-Dade County (FDOH-MDC), as specified by the Centers for Disease Control and Prevention (CDC) and the Health Resources and Services Administration (HRSA). This plan serves to guide the FDOH-MDC in the allocation of federal and state funds for HIV/AIDS education and prevention to specific target populations in Miami-Dade County that are at ~~high risk~~vunerablevunerable for HIV ~~infection~~ transmissionor transmission. ~~PC~~PVC activities include but are not limited to:

    a. Assessing the community's HIV prevention and education resources available to respond to the HIV epidemic.

    b. Identifying unmet HIV prevention needs within defined populations at ~~high risk~~vunerable for HIV infection.

    c. Reviewing the potential impact of emerging educational approaches and interventions.

    d. Prioritizing high-risk target populations.

    e. Identifying evidence-based educational approaches and interventions to be used.

    f. Making recommendations regarding allocation of funds to each high-risk target population prioritized.

    g. Evaluating the effectiveness of the planning process.

2. Coordinate with the Partnership's Strategic Planning Committee to guide and oversee the completion of goals and objectives of Miami-Dade County's Integrated Prevention and

Care Plan for HIV/AIDS, including periodic progress reports to the community and the Partnership.

3. Providing a forum for the exchange of information through:

    a. Sharing of outreach plans.

    b. Planning strategic activities.

    c. Maximizing community resources.

    d. Engaging in problem-solving activities.

    e. Evaluating ongoing activities and needs for capacity building.

4. Assessing and developing community education protocols to ensure the continuity and consistency of information being disseminated in the community.

5. Recommending appointments of two (2) nominees to the Florida Comprehensive Planning Network's Prevention Planning Group. At least one nominee shall be a Partnership member. Applicants must meet the requirement for nominees in accordance with the Centers for Disease Control and Prevention guidelines.

B. OFFICERS:

1. There shall be two officers of this committee, a chair and vice-chair:

    a. To the extent possible, the officers shall represent the diversity of the HIV/AIDS epidemic in Miami-Dade County, e.g., ~~gender,~~ ethnicity, ~~sexual orientation~~ etc.

    b. The FDOH-MDC shall appoint a department employee, or a designated representative, as chair of the committee. The term and tenure of this appointment shall be determined by the FDOH-MDC.

    c. The vice-chair shall be elected by ~~PC~~PVC members. The vice-chair shall be elected to serve a one (1) year term. The vice-chair may serve up to two (2) consecutive terms. The vice-chair must stand down for one (1) year before being eligible for another term as vice-chair. The election of the vice-chair shall coincide with the election of the chair and vice-chair of the Partnership's standing committees as outlined in the Partnership Bylaws, which shall take place no later than January of each year.

    d. The committee shall, through a nomination process, elect a vice-chair annually or as set forth in Section B.1.C. Committee members shall make nominations.

e. The committee may hold a special election in order to fill a vice-chair vacancy. The elected individual shall complete the term of the person he or she is replacing.

2. The officers' duties and responsibilities shall include:

   a. Facilitating each meeting of the committee.

   b. Participating in briefings prior to each committee meeting for the purpose of planning the agenda.

   c. Managing and resolving committee conflicts and dissent.

   d. Reviewing the draft minutes of each meeting and ensuring that an accurate portrayal of the deliberations of the committee has been captured.

   e. Leading the committee in developing policies and procedures.

   f. Ensuring that the Miami-Dade County Integrated Plan for Prevention and Care for HIV/AIDS is implemented, monitored, and periodically updated.

   g. Attending Miami Dade HIV/AIDS Partnership meetings for the purposes of reporting Prevention activities by at least one vice-chair of the ~~PC~~PVC.

C. RECRUITMENT

1. Recruitment and nomination of members:

   a. The ~~PC~~PVC shall manage membership recruitment. The management of membership recruitment shall reflect an open, candid, and participatory process in which differences in applicants' backgrounds, perspectives, and experiences shall be valued and viewed as essential. The ~~PC~~PVC shall strive to follow the fundamental tenets of community planning; Parity, Inclusion and Representation (PIR):

      - Parity is defined as the ability of members to equally participate and carry out planning tasks/duties.

      - Inclusion is defined as meaningful involvement of all members in the process with an active voice in decision making.

      - Representation is defined as the act of serving as an official member reflecting the perspective of a specific community.

   b. The committee shall strive to conduct targeted membership recruitment at least once a year.

c. The ~~PC~~PVC shall accept applications for membership throughout the year and make recommendations as needed.

d. Applicants may submit applications directly to the Prevention Committee for consideration and recommendation for membership by a majority vote.

D. MEMBERSHIP

1. Committee membership shall include persons who reflect the characteristics of the current and projected HIV/AIDS epidemic in Miami-Dade County in terms of age, ~~gender~~sex, race or ethnicity, socioeconomic status, geographic distribution, HIV/AIDS expertise or knowledge and risk of HIV infection.

2. The ~~PC~~PVC shall reflect the local epidemic by involving representatives of populations with increased prevalence of HIV ~~infection~~ transmission and should include HIV service providers (e.g., community-based organizations (CBOs), care providers from the public and private sectors, community health centers, mental health and substance abuse services, and other governmental and non-governmental entities.)

3. Membership seats may be amended by the committee based on the current trends and priorities of the epidemic.

4. Members are expected to attend regular monthly meetings and commit to serve on the committee for up to two (2) three (3) year terms.

5. Behavioral Science Research Corporation staff shall notify members when membership needs to be renewed.

6. Members shall be approved for terms not to exceed three (3) years from the date of the ~~PC~~PVC's approval of said member. No ~~PC~~PVC member shall be permitted to serve more than two (2) consecutive and complete terms of three (3) years except as required by the Partnership Bylaws. (Article 3, Section 3.2, Paragraph 1)

7. A member may resign by submitting a written resignation to staff of Behavioral Science Research Corporation.

E. VOTING

1. All business that may come before the ~~PC~~PVC shall be conducted according to the procedures established in Robert's Rules of Order.

2. All ~~PC~~PVC members, including officers, shall have one (1) vote.

3. The ~~PC~~PVC may not have more than one (1) representative as a member from a provider agency.

4. There shall be no alternate or proxy voting system.

5. In the event of a conflict of interest (see Section J, below), the conflicted member(s) shall disclose the conflict in discussions and abstain from voting. Discussions and abstention(s) shall be recorded in the minutes.

6. When it is time to vote, members are expected to vote on what they believe to be best for the community at large. This means that there may be times when a member shall cast a vote that is not in the best interests of the particular population or perspective that he or she represents.

F. REMOVAL

Members may be removed from the committee for the following reasons:

1. Five (5) absences total in the Miami-Dade County Fiscal Year (October 1st to September 30th).

2. Conduct that violates the Miami-Dade HIV/AIDS Partnership's Code of Conduct.

3. Conduct which would have a negative impact on the integrity of the community's confidence in the committee; said conduct shall be reviewed by the full ~~PC~~PVC in order to determine appropriate action.

4. ~~Prior to any m~~Members being removed based on Paragraphs #2 and/or #3 above, ~~he or she~~ shall receive written notice of the intent to remove, ~~and the~~ reasons for removal, and shall respond in writing within the designated time frame. ~~. The member shall be given fifteen (15) days in which to respond in writing or to respond in person at the next PC meeting. Upon receipt of the response or after thirty (30) days from the date of notice, the members of the PC shall vote or come to consensus on the matter~~. Notwithstanding the foregoing removal process, ~~PC~~PVC members who are also members of the Partnership may only be removed from the ~~PC~~PVC ~~in~~ at the Partnership's sole discretion.

G. GUESTS

Subject to Section 286.011 commonly known as the Florida Sunshine Law, participation on the committee shall be as open and inclusive as possible. Subject to the rules of decorum and the ~~PC~~PVC officers' prerogative, guests may participate at any of the committee meetings. However, depending on time constraints, discussion may at any time be limited by the co-chairs to members only.

H. PUBLIC COMMENT

Any guest choosing to speak to an item not on the agenda shall be limited to making their~~his/her~~ comments only during the "Announcements" section of the agenda and shall be subject to a specified time limit set by the officers. An extension of time may be granted if

the ~~PC~~PVC votes to extend the time limit. The officers may also recognize members of the public to comment on agenda items during the discussion of that agenda item.

I. CONFLICT OF INTEREST

The ~~PC~~PVC has members who are professionally or personally affiliated with organizations that have or might request or receive funds for HIV/AIDS prevention services. Subject to the Miami-Dade Commission on Ethics and Public Trust Opinion Nos. 02-43 and 05-50, members who represent organizations that can or may receive funds shall disclose their conflict of interest and abstain from voting in the event the organization represented by the member is the sole provider receiving prevention services. Members of the committee are required to comply with the conflict of interest policy. Any and all ~~PC~~PVC members shall be bound by and adhere to chapter 112, Florida Statutes (2019).

NOTE: It is important to avoid not only conflict of interest, but also the appearance of conflict of interest. Thus, if there is any possibility of financial benefit to an agency or individual, the conflict should be disclosed.

J. MEETING TIME, DATE, and LOCATION

The Committee shall meet at times, on dates, and at locations as determined by the committee officers in consultation with committee members. Subject to the requirements set forth in section 286.011, Florida Statutes, ~~PC~~PVC meetings shall be open to the public, reasonable notice of such meetings shall be given and minutes of said meetings shall be taken and promptly recorded.

~~K. REIMBURSMENT~~

~~All PC members shall serve without compensation. PC members who are PLWHA shall be entitled to reimbursement for necessary authorized expenses incurred in the discharge of their duties pursuant to policies and procedures of the Miami-Dade HIV/AIDS Partnership. (Article 8, Section 8.5)~~

~~L.~~K. AMENDMENT

Although the ~~PC~~PVC may recommend an amendment or modification to these policies and procedures, the Partnership shall have the sole discretion to approve said amendment or modification.

Addendum D

General Terminology

AIDS Drug Assistance Program (ADAP)

The AIDS Drug Assistance Program (ADAP) provides medications for the treatment of HIV disease. Program funds may also be used to purchase health insurance for eligible clients and to pay for services that enhance access, adherence, and monitoring of drug treatments. The program is funded through Part B of the Ryan White Program, which provides grants to states and territories. Program funds for ADAP are managed through the State of Florida.

~~**Alternate Member**~~

~~Non-voting members of the Partnership designated to fill particular membership slots. Alternates are appointed as voting members of a membership category only if the representative is unable to serve. Alternates may be assigned to vote at the committee level as needed. An alternate cannot be elected to serve in the capacity of Chair or Vice-Chair of the Partnership.~~

Board of County Commissioners (BCC)

Miami-Dade County Board of County Commissioners.

Committee/Standing Committee

A body of more than one (1) person, appointed by the Partnership or committee (in the case of non-Partnership members), to consider, investigate or take action on certain matters or subjects, or to do all of those things. Committees that are "standing committees" are constituted to perform a continuing function, and remain in existence permanently or for the life of the Partnership. Standing committees can only exist if they are constituted by specific provisions of the Bylaws.

County

Miami-Dade County, Florida.

Eligible Metropolitan Area (EMA)

A metropolitan area with a cumulative total of more than 2,000 cases of AIDS during the most recent five-year period and a population of 50,000 or more and is therefore eligible for Ryan White Part A funding.

Ex-Officio Member

Partnership members by virtue of holding a particular public office: a representative from the Office of the Mayor and a representative from the Board of County Commissioners. Ex-officio members do not count as voting members or towards a quorum.

Federally Qualified Health Center (FQHC)

Federally Qualified Health Centers are "safety net" organizations such as community health centers, public housing centers, outpatient health programs funded by the Indian Health Service, and programs serving migrants and the homeless.

Funded Provider or Provider (see also, Subrecipient)

Any Partnership member who is, or any member with an immediate family member who is, an employee of an organization which receives funding from a Partnership program. A Partnership program is one of the following: Ryan White Part A, Ryan White Part B, HOPWA, State of Florida General Revenue, and HIV Prevention Planning. A funded provider is also any Partnership member who is, or any member with an immediate family member who is, a lobbyist, consultant, or sub-contractor for an organization which receives funding from a Partnership program.

General Member

Members, alternates and ex-officio members and/or membership categories representing private, non-governmental organizations and constituencies, including, but not limited to, persons representing the affected community, Part A funded subrecipients and other organizations, and community leaders.

General Revenue

State funds allocated to the networks and County health departments used to establish patient care clinics or programs to provide comprehensive health care services for persons living with HIV/AIDS.

Grantee or Recipient

The applicable government entities receiving and dispensing funds.

Housing Opportunities for Persons with AIDS (HOPWA) Program

A program administered by the U.S. Department of Housing and Urban Development, which supports housing assistance for persons living with HIV/AIDS. Currently, this program is locally administered by the City of Miami, and is limited to clients with an AIDS diagnosis.

HRSA HAB

U.S. Department of Health and Human Services, HIV/AIDS Bureau.

Mayor

The Mayor of Miami-Dade County

Miami-Dade HIV/AIDS Partnership (Partnership)

The unified planning body/advisory board created pursuant to Section 2-1101, et seq. of the Code to consolidate the activities of the HIV Health Services Planning Council (HHS~~PC~~PVC) and the South Florida AIDS Consortium (SFAC), as required under Part A and Part B of the Ryan White Program, as well as the Miami-Dade County HIV/AIDS Prevention Community Planning Group (~~PC~~PVCPG), as required by regulations governing federal prevention funds; and to provide policy recommendations and advice to the City of Miami for the use of HOPWA Program funds.

Minority AIDS Initiative (MAI)

MAI is a program under Part F of the Ryan White Program that provides funding for activities to evaluate and address the disproportionate impact of HIV/AIDS on racial and ethnic minorities. Metropolitan areas and states compete for funding to address disparities in access, treatment, care and health outcomes.

Non-Elected Community Leader

A person not affiliated with a funded organization, who does not hold a publicly elected seat, and who can represent a substantial segment of the community and is recognized as such.

Officers

Chairs and chai-elects of the Partnership, a standing committee, and a subcommittee.

Parity, Inclusiveness and Representation (PIR)

Parity is the condition whereby all members of the planning group have equal opportunity and capacity to provide input and to participate, as well as an equal voice in voting and other decision making activities. *Inclusiveness* is assurance that all affected communities are represented in the community planning process. *Representation* is assurance that those who are representing a specific community truly reflect that community's values, norms and ~~behavior (i.e., representation shall reflect gender, ethnicity, and geographic area of~~behavior of the Miami-Dade County HIV/AIDS population).

The Partnership

Miami-Dade HIV/AIDS Partnership.

PLWHA

Persons/People Living With HIV/AIDS.

Prevention

Actions taken to reduce the incidence of HIV ~~infection~~ transmission(i.e., new infections) through education, information and outreach aimed at persons exhibiting high-risk behaviors for HIV ~~infection~~ transmissionand persons already HIV positive.

Recipient

Miami-Dade County Office of Management and Budget Grants Coordination/Ryan White Program.

Ryan White CARE Act

The Ryan White Comprehensive AIDS Resources Emergency (CARE) Act. Federal legislation created in 1990 to address the emergency health care and service needs of people living with HIV/AIDS. This legislation was renewed in 1996 and 2000. It was reauthorized in 2006 as the Ryan White HIV/AIDS Treatment Modernization Act of 2006. It was extended in 2009 as the Ryan White HIV/AIDS Treatment Extension Act of 2009.

Ryan White HIV/AIDS Treatment Extension Act of 2009 (Ryan White Program)

Formerly the Ryan White HIV/AIDS Treatment Modernization Act of 2006. Federal legislation designed to provide flexibility to respond effectively to the changing HIV/AIDS epidemic with an emphasis on providing life-saving and life-extending services for people living with HIV/AIDS across this country.

Ryan White Part A

Ryan White Program funding awarded to Eligible Metropolitan Areas and Transitional Grant Areas that are most severely affected by the HIV/AIDS epidemic. Locally, these funds are awarded to the Mayor and administered by the Miami-Dade County Office of Management and Budget-Grants Coordination.

Ryan White Part B

Ryan White Program funding awarded to states and territories to improve the quality, availability, and organization of health care and support services to individuals living with HIV or AIDS. Part B also supports the AIDS Drug Assistance Program. ADAP Part B funds are awarded to the Florida Department of Health and administered by the Florida Department of Health in Miami-Dade County.

Ryan White Part C - Capacity Building Grant Program

Ryan White Program funding to eligible entities in their efforts to strengthen their organizational infrastructure and enhance their capacity to develop, enhance or expand high quality HIV primary health care services in rural or urban underserved areas and communities of color. Capacity building grant funds are intended for a fixed period of time (one to three years) and not for long-term activities. Capacity building grants do not fund any service delivery or patient care.

Ryan White Part C - Early Intervention Services (EIS)

Ryan White Program funding for comprehensive primary health care for individuals living with HIV disease.

Ryan White Part D

Ryan White Program funding for support services for women, infants, children and youth. Part D grants fund primary and specialty medical care, psychosocial services, logistical support and coordination, and outreach and case management. Currently, Part D funds are awarded locally to the University of Miami.

Ryan White Part F

Ryan White Part F comprises Special Projects of National Significance (SPNS), AIDS Education and Training Centers (AETC), Dental Programs and the Minority AIDS Initiative (MAI).

Ryan White Part F - Dental Reimbursement Program

The HIV/AIDS Dental Reimbursement Program supports access to oral health care for individuals living with HIV ~~infection~~ transmissionby reimbursing dental education programs for non-reimbursed costs incurred in providing such care.

Special Projects of National Significance (SPNS)

The SPNS Program is considered the research and development arm of the Ryan White Program and provides the mechanisms to assess the effectiveness of particular models of care, support innovative program designs and promote duplication of effective program outcomes

Stakeholder

An individual or member of an identifiable group having an interest in the issue of HIV/AIDS in Miami-Dade County.

State

State of Florida.

Subcommittee

A body created specifically by the Bylaws or appointed by a committee to fulfill certain tasks of that committee. The subcommittee does not report directly to the Partnership, but only to that committee. Members of a subcommittee shall be members of the appointing committee, unless otherwise authorized by the Partnership in cases where the committee is appointed to take action that requires the assistance of others.

Subrecipient

Any organization funded under Part A of the Ryan White Program.

Transitional Grant Area (TGA)

Cities that have at least 1,000, but not more than 1,999 cumulative AIDS cases during the most recent five years, and a population of 50,000 or more persons, and are therefore eligible for Ryan White Part A funding.

Workgroup

A group of individuals formed and used to address specific or immediate issues or needs and dissolved once the issue has been resolved. Such workgroup shall not exist for more than one year unless extended by the Partnership.