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 of Miami-Dade County, 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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ARTICLE 1: Description of the Miami-Dade HIV/AIDS Partnership

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

A. The name of the organization shall be the Miami-Dade HIV/AIDS Partnership (Partnership).
B. 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. 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. The fiscal year of the Partnership shall begin on March 1st and end on the last day of February.

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 2010 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 ad hoc panels.

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 persons living with HIV/AIDS (PLWHA).

3. Establishing service priorities for the allocation of Ryan White Part A 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 service priorities, corresponding allocations and use of other funds to target the areas of greatest need, with equal weight and attention provided to HIV/AIDS prevention, health and supportive services and housing, including, but not limited to, the following funding sources:

a. Part B of the Ryan White Program;
b. Housing Opportunities for Persons with AIDS (HOPWA) program;
c. State of Florida General Revenue Care and Treatment funding;
d. Other federal and state grants;
e. Funding from municipalities interested in supporting implementation of the Partnership’s Comprehensive Plan;
f. Private foundation grants; and
g. Private contributions.

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. Performing any other duties conferred to the Partnership by the Code of Miami-Dade County and/or required by funding sources for Partnership programs.

10. Adhering to the National HIV/AIDS Strategy Vision which ensures that “the United States will become a place where new HIV infections are rare and when they do occur, every person regardless of age, gender, race/ethnicity, sexual orientation, gender identity or socio-economic circumstance, will have unfettered access to high quality, life-extending care, free from stigma and discrimination.”

11. Adhering to all applicable nondiscrimination laws and regulations. Consistent with the policies of Miami-Dade Board of County Commission, as set forth in Chapter 11-A of the Code of Miami-Dade County, 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.

ARTICLE 2: Miami-Dade HIV/AIDS Partnership Composition

SECTION 2.1: The Partnership

The Partnership shall be composed of thirty-nine (39) voting members appointed by the Mayor; thirty-three percent (33%) of members must be HIV positive. No funded or non-funded provider shall have more than one representative or employee as a member, except as mandated by the legal requirements of Partnership programs. No more than fifteen (15) individuals shall be appointed who personally provide, who represent entities that provide, or who otherwise possess a financial relationship with entities that provide HIV related services funded by Partnership programs. In order to transact any business or to exercise any power vested in the Partnership, a quorum of no less than thirteen (13) voting members shall be present.

A. The Partnership shall include in its membership:
   a. Fifteen (15) member representatives of affected communities, including thirteen (13) persons living with HIV/AIDS, who are not affiliated or employed by a Part A funded provider and are recipients of Part A services, and historically underserved groups and subpopulations that reflect the demographics of the population within the eligible metropolitan area;
   b. One (1) health care provider representing a Federally Qualified Health Center;
   c. One (1) Community Based AIDS Service Organization representative;
   d. Two (2) housing, homeless or social service providers;
   e. One (1) mental health provider;
f. One (1) substance abuse provider;
g. One (1) HIV prevention service provider;
h. One (1) representative of a hospital or health care planning agency;
i. One (1) Ryan White Program Part A local grantee representative;
j. One (1) state government Ryan White Program Part B grantee representative;
k. One (1) representative from agencies receiving grants under Ryan White Part C;
l. 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;
m. One (1) State of Florida General Revenue grantee representative;

n. 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;

o. One (1) state government/Medicaid Agency representative;
p. One (1) local public health agency representative from the Florida Department of Health in Miami-Dade County;

q. One (1) Miami-Dade County Public Schools representative;
r. One (1) non-elected community leader who does not provide HIV related health care services subject to funding under the Partnership programs;
s. 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 HIV positive incarcerated persons;
t. One (1) representative of a federally recognized Indian tribe as represented in the population from the affected community; and
u. One (1) representative co-infected with hepatitis B or C from the affected community.

B. The Partnership shall include as alternates three (3) representatives of the affected community who are not affiliated or employed by a Part A funded provider, and are recipients of Part A services. Alternate members shall be appointed by the Mayor. Alternate members may be assigned as voting members of committees, but are non-voting members of the full Partnership except when a voting member is unable to serve, at which time an alternate member designated by the Chair shall serve as voting member for the full Partnership and the Partnership’s committees.

C. The Partnership shall include as 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.
SECTION 2.2: Committees/Subcommittees/Ad Hoc Committees/Workgroups

The Partnership shall have standing committees and may have one or more subcommittees, ad hoc committees and/or workgroups. Each committee, subcommittee, ad hoc committee and workgroup shall have a maximum of 24 members. Only committees and subcommittees shall strive to maintain no less than one-third (1/3) membership by representatives of the affected community (see below). Pursuant to Section 2-1101 of the Code of Miami-Dade County, the "composition of the Partnership, including committee and subcommittee membership, shall strive to assure the following: (A) Parity, with each member having equal opportunity for input and participation as well as equal voice in voting and other decision making activities; (B) Inclusiveness, that all affected communities are represented and involved in a meaningful manner in the community planning process; (C) Representation, that members who represent a specific community truly reflect that community's values, norms and behaviors." Notwithstanding the foregoing, Section 2-1102(g) (1) and (2) of the Code of Miami-Dade County excludes ad hoc committees and workgroups from the requirement that such ad hoc committees and workgroups must strive to maintain no less than one-third (1/3) membership by representatives of the affected community.

The current standing committees of the Partnership are:

- Executive Committee
- Care and Treatment Committee
- Community Coalition Committee
- Housing Committee
- Prevention Committee
- Strategic Planning Committee

The following subcommittee of the Partnership is:

- Medical Care Subcommittee (reporting to the Care and Treatment Committee)

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

Subcommittees, ad hoc committees and workgroups are appointed as needed by the Partnership to assist a standing committee and the Partnership with a specific planning or resource allocation issue or need, and shall operate indefinitely or until such time as the Partnership determines that they are no longer integral to the committee's planning and resource allocation functioning.

Subcommittees are expected to meet on a monthly basis and with an indefinite term of existence or such other term as determined by the Partnership; ad hoc committees are expected to meet on a bimonthly or irregular basis and with a two-year term of existence or such other term as determined by the Partnership; workgroups are expected to meet on a monthly basis and have a one year term of existence or such other term as determined by the Partnership. Ad hoc committees and workgroups may request extensions of their term from the Partnership.
The Partnership, standing committees, subcommittees, ad hoc committees 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 of the 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.

Persons who are appointed to serve as members of the Partnership and all its committees and 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. Notwithstanding the foregoing requirements of Section 2-11-36 et seq. of the Code of Miami-Dade County, the thirteen (13) members of the Partnership living with HIV/AIDS are exempt from the qualified elector requirements as set forth in Miami-Dade County Ordinance No. 16-51.

Pursuant to Section 2-1103 of the Code of Miami-Dade County, the size and membership composition of the individual committees, subcommittees, ad hoc committees and workgroups shall be vested solely in the Partnership, and members may be appointed who are not Partnership members. Under Section 2-1103, each committee with the exception of ad hoc committees and workgroups, shall strive to maintain no less than one-third (1/3) membership by representatives of the affected community.

Quorum for each standing committee, subcommittee, ad hoc committee, and workgroup shall consist of one-third (1/3) plus one (1) of the voting members.

A. Executive Committee

The Executive Committee shall be comprised of the Chair and Vice-Chair of the Partnership and the Chair and Vice-Chair of each standing committee.

The Executive Committee shall:

- 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;

- Establish rules of conduct for all Partnership and committee meetings;

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

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

B. Care and Treatment Committee and Medical Care Subcommittee

The Care and Treatment Committee shall:

• Develop and implement all care and treatment planning;

• Conduct an annual comprehensive needs assessment;

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

• Make recommendations on service priorities and use of other funds to target the areas of greatest need, including Ryan White Part B, General Revenue, and Housing Opportunities for Persons with AIDS (HOPWA) Program funds (per Article 1, Section 1.2, Paragraph B, Number 4);

• Evaluate service cost and utilization of Partnership programs as a whole;

• Identify funding and provider resources within Miami-Dade County; and

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

The Medical Care Subcommittee of the Care and Treatment Committee shall:

• Make recommendations to the Care and Treatment committee regarding medical policies and procedures;

• Evaluate the Partnership medical care programs in Miami-Dade County, including quality assurance and improvement efforts, and make recommendations for quality improvement;

• Coordinate with State AIDS Drug Assistance Program (ADAP) and General Revenue to review activities, expenditures and utilization data patterns to make recommendations regarding the local Ryan White Part A Program Prescription Drug Formulary;

• Recommend treatment guidelines and standards of care for Partnership programs in Miami-Dade County; and
• Review medical activities, outcome measures, performance measures, and standards of care related to the delivery of Outpatient Medical Care, Prescription Drugs and other core medical services.

C. Community Coalition Committee

The Community Coalition Committee shall:

• Collaborate and coordinate with other standing committees, subcommittees, ad hoc committees, and workgroups established by the Partnership to ensure that decisions made by the standing committees represent the needs of the affected HIV/AIDS communities of Miami-Dade County;

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

• Recruit potential Partnership and committee members from the community and encourage others from the affected HIV/AIDS communities to become more involved in Partnership activities (members may attend events appropriate for recruitment without full Partnership approval provided there are no fees for participation);

• Complete community outreach initiatives and bring back input from community based organizations and other groups to the Partnership for discussion and possible action;

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

• Develop and implement programs for training of Partnership and community members.

D. Housing Committee

The Housing Committee shall:

• Bring knowledge and expertise on financing, developing and managing special need and affordable housing to the Partnership;

• With the support of and in cooperation with the Housing Opportunities for Persons with AIDS (HOPWA) grantees (the City of Miami), conduct an annual needs assessment for the HIV Housing Care Continuum and housing-related services for persons living with HIV/AIDS (PLWHA), including priorities based on need and consumer preference;

• Coordinate planning efforts to address housing and housing-related services for PLWHAs;

• Determine priorities and make funding and policy recommendations to the HOPWA grantee for the use of HOPWA funds;
- Engage key policymakers and stakeholders from both the public and private sectors in identifying additional resources and solutions to housing and housing-related service needs of PLWHAs; and

- Identify opportunities to expand available housing opportunities for PLWHAs in Miami-Dade County.

E. Prevention Committee

The Prevention Committee shall:

- 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);

- 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;

- Delineate technical assistance and capacity-building development needs for effective community participation in the prevention planning process and identify resources to meet these needs;

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

- Assess existing community resources to determine the community’s capability to respond to the HIV/AIDS epidemic;

- Identify unmet HIV/AIDS prevention needs within defined populations;

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

- Coordinate with the Partnership’s Care and Treatment Committee to ensure that the system of care is prepared to address the HIV/AIDS service needs of populations identified through prevention efforts; and

- 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.
F. Strategic Planning Committee

The Strategic Planning Committee shall:

- Coordinate with the Partnership’s Prevention Committee to review and oversee the Miami-Dade County Integrated Prevention and Care Plan for HIV/AIDS in coordination with FDOH-MDC, as specified by the CDC and HRSA;

- Coordinate with the Partnership’s Prevention 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;

- Develop periodic progress reports to the community and the Partnership describing the Partnership’s activities and the state of the epidemic in Miami-Dade County;

- 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;

- Develop tools to assess the efficiency of the administrative mechanism for rapidly allocating funds to the areas of greatest need within the County and, at the discretion of the Partnership, assess the effectiveness, either directly or through contractual arrangements, of the services offered in meeting the identified needs; and

- Develop recommendations and react to legislative and regulatory issues regarding funding, policies and rule changes related to HIV/AIDS and Ryan White Program reauthorization.

ARTICLE 3: Membership

The Partnership shall maintain at all times a fair and open nominations process for the Partnership, standing committees, subcommittees, ad hoc committees and workgroups.

SECTION 3.1: Applications and Nominations

A. The Partnership

Pursuant to Section 2-11.36 et seq. of the Code of Miami-Dade County, which sets forth the standards for County boards, all members of the Partnership shall be permanent residents and electors of Miami-Dade County, unless the Board of County Commissioners, by a two-thirds vote of its membership, waives this requirement, and shall have reputations for integrity and community service. Notwithstanding the previous sentence, members who are appointed by the Mayor to fill one of the thirteen (13) 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 of Miami-Dade County.
The Community Coalition Committee shall recruit, review and recommend nominees for initial appointment as general members on the Partnership. 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. This committee shall forward names of nominees to the Partnership for review and recommendation for appointment by the Mayor. 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.

B. Partnership Alternates

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

C. Appointment to Designated Seats on the Partnership

The Mayor shall identify at the time of appointment to the Partnership which designated seat listed in Article 2 each member shall represent. The Mayor shall appoint at least one (1) member from each category.

D. Standing Committees, Subcommittees, Ad Hoc Committees and Workgroups

Applicants for standing committees, subcommittees, ad hoc committees and workgroups must be permanent residents and qualified electors of Miami-Dade County unless the Board of County Commissioners, by a two-thirds vote of its membership, waives this requirement (see Section 2.2, above). Applicants shall have reputations of integrity and community service; shall possess the knowledge, skills and expertise relevant to the position for which they are applying; and, as applicable, shall be currently employed in the field of expertise they wish to represent.

Partnership members who are not members of a committee, subcommittee, ad hoc committee or workgroup shall be appointed to membership in a standing committees, subcommittees, ad hoc committees or workgroups by the Partnership Chair. All appointees shall be approved for membership by the Partnership.

Standing committees may not have representation by more than one (1) representative from a provider agency. Subcommittees, ad hoc committees and workgroups are exempt from this restriction.

SECTION 3.2: Member Term of Office

For the Partnership Board:
The term of office for all Partnership Board members shall be in accordance with Sections 2-11.38.2 and 2-1102(h) of the Code of Miami-Dade County. Members shall be appointed to terms not to exceed three (3) years from the date of the Mayor’s appointment of said member. No Partnership board member shall be permitted to serve more than two (2) consecutive and complete terms of three (3) years except as required by law. Notwithstanding the prior sentence, or for the purpose of continuity, an appointed person’s term can be extended until the Mayor has appointed a replacement. In the event a Partnership Board member seeks a second term of office, reappointment as a member of the Partnership shall comply with Section 3.1 of this article. Notwithstanding this, in accordance with Section 2-1102 of the Code of Miami-Dade County, members appointed to fill government or grantee seats are exempted from these requirements and shall serve as members of the Partnership Board for as long as they are designated by their respective agencies to serve in this capacity. Any Partnership Board member who completes two consecutive term limits shall be excluded from reapplying for membership as a Partnership member or member of standing committee, subcommittee, ad hoc committee or workgroup for a period of (2) years, unless such term limit is waived by the Board of County Commissioners.

For standing committees and subcommittees members may serve a maximum of six (6) years on a respective committee with the exclusion of government or grantee seats which may serve as long as they are designated by their respective agencies to serve. Any standing committee or subcommittee member who completes two consecutive term limits shall be excluded from reapplying for membership as a Partnership member or member of standing committee, subcommittee, ad hoc committee or workgroup for a period of (2) years, unless such term limit is waived by the Board of County Commissioners.

**SECTION 3.3: Member Responsibilities**

All Partnership members must serve on at least one (1) standing committee or subcommittee as suited to the member’s interests, skills and needs of the Partnership.

All members of the Partnership, standing committees, subcommittees, ad hoc committees or workgroups are required to:

- Meet the requirements for membership as set forth in Sections 2-1102 and 2-11.38 of the Code of Miami-Dade County, as amended, and Articles 2, 3, 5 and 6 of the Miami-Dade HIV/AIDS Partnership Bylaws. (see Section 3.1 for exceptions);

- Comply with attendance requirements in accordance with Sections 2-11.39 and 2-1102(j) of the Code of Miami-Dade County. Five (5) absences, excuses* or unexcused, in any fiscal year shall also constitute grounds for removal**. Absences which are due to Partnership business related travel are not counted against the total of five (5) absences. 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.

- Prepare for meetings by reviewing agendas, minutes and other distributed meeting materials in order to facilitate the business of the Partnership;
• Support the planning, needs assessment and priority setting processes of the Partnership;

• Contribute professional and personal expertise to further the work of the Partnership;

• Uphold the goals, objectives, policies and procedures of the Partnership; and

• Attend a new member orientation within the first three (3) months of appointment and comply with all other training requirements approved by the Partnership.

Members of the Partnership must be able to devote a minimum of four (4) hours per month to Partnership and committee activities. Members of standing committees, subcommittees, ad hoc committees and workgroups must be able to devote a minimum of two (2) hours per month to committee activities.

* An excused absence is defined as an absence for medical reasons, business reasons, personal reasons or any other reason which the Partnership, committee or subcommittee deems appropriate in accordance with Sections 2-11.39 and 2-1102(j) of the Code of Miami-Dade County.

** Absences because of Partnership related business are not counted towards the total number of absences.

**SECTION 3.4: Member Vacancies**

A. As vacancies arise, they shall be publicly advertised. Applications for seats on the Partnership, standing committees and subcommittees are accepted on an ongoing basis. Applicants shall be notified when a vacancy occurs for which an applicant is qualified or for which an applicant has applied (See Section 3.1).

B. All vacancies on the Partnership shall be filled by appointees of the Mayor. Alternates shall be appointed to full membership status by the Mayor.

**SECTION 3.5: Member Removals**

A. Change in Position

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. Resignation

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

Additionally, pursuant to Section 2-11.38 of the Code of Miami-Dade County which states that “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.”

C. Attendance Non-compliance

Partnership members who fail to comply with attendance requirements of Article 3, Section 3.3 may be recommended by a majority vote of the Partnership for removal by the Mayor.

Standing committee, subcommittee, ad hoc committee and workgroup members who fail to comply with attendance requirements of Article 3, Section 3.3 may be removed by a majority vote of the respective committee, subcommittee, ad hoc committee or workgroup.

D. Cause

If any member fails to maintain the qualifications for membership set forth in Sections 2-11.38 and 2-11-2 of the Code of Miami-Dade County, fails to maintain attendance requirements, voluntarily resigns, violates the Partnership’s Code of Ethics (see Article 6), refuses to participate as a member of at least one (1) standing committee, or for other good cause 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. If a member loses representative status, the Partnership will seek removal as specified above and a waiver is not applicable.

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, sub-committee, ad hoc committee or workgroup for any of the above reasons. 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.

ARTICLE 4: Officers

The Partnership, standing committees, subcommittee, ad hoc committees and workgroups shall have an elected Chair and Vice-Chair.
SECTION 4.1: Officers

A. The Partnership

The Partnership shall elect a Chair and a Vice-Chair from among its members; they shall serve at the will of the Partnership. The Chair and Vice-Chair of the Partnership 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.

B. Partnership, Standing Committees and Subcommittees

- Chairs and Vice-Chairs (officers) shall not be representatives of a grantee organization for any HIV/AIDS related program under the purview of the Partnership;
- At least one (1) officer of the Partnership must be a person living with HIV/AIDS;
- At least one (1) officer of all standing committees must be a Partnership member;
- Standing committees, subcommittees, ad hoc committees and workgroups shall strive to elect at least one (1) officer who is a person living with HIV/AIDS;
- Officers shall be full voting members;
- No individual shall serve as Chair or Vice-Chair of more than one (1) standing committee or subcommittee. The exception to this rule is for officers of ad hoc committees and workgroups, which may be led by the Chair or Vice-Chair of the committee under whose purview the workgroup was authorized.

SECTION 4.2: Chair Responsibilities

A. The Partnership Chair

The Partnership Chair shall:

- Have full voting rights at Partnership meetings and at all other committee meetings; and
- Make all appointments of Partnership members to standing committees, subcommittee, ad hoc committees or workgroups. All appointments must be approved by the Partnership.

B. All Chairs

All Chairs shall:
- Preside at all meetings at which they are present;
- Exercise their right to vote at their respective meetings; and
- Maintain decorum, ensure the participation of all members and facilitate the enactment of business at all meetings.

C. The Vice-Chair

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

SECTION 4.3: Term of Office

Elected Chairs of the Partnership, standing committees and subcommittees shall serve a one (1) year term. No elected Chair may serve more than two (2) consecutive one-year terms. Notwithstanding the foregoing, the terms of office of elected Chairs of ad hoc committee or workgroups may be for less than one year depending on expiry date of such ad hoc committee or workgroup. Upon conclusion of the first one-year term in the month preceding election of a new Vice-Chair, elections shall be held in accordance with Section 4.4 of these Bylaws. The Chair of the Partnership, standing committee or subcommittee may be nominated at this time to be elected for a second term. Other eligible members of the Partnership, standing committee or subcommittee, 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 as Chair of the Partnership, standing committee or subcommittee.

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 year following completion of the prior term.

SECTION 4.4: Nominations and Elections of Officers

Nominations for Partnership Chair and Vice-Chair shall be made in February of each year. Elections for Partnership Chair and Vice-Chair shall be held in March of each year.

Nominations of officers shall be made in the meeting prior to the scheduled election. Elections of officers to standing committees and subcommittees shall be held in January of each year. Elections of officers to ad hoc committees and workgroups shall be held at the first meeting of such ad hoc committees and workgroups.

SECTION 4.5: Removals and Vacancies

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

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 5: Meetings**

A. All meetings must comply with Florida’s Government in the Sunshine Law which prohibits discussion outside a duly noticed meeting between any two (2) or more members of the Partnership, standing committees, subcommittees, ad hoc committees or workgroups regarding any matter of business that may come before the body. This prohibition extends to all communications, including but not limited to email and telephone communications. If a member is in doubt of the legal responsibilities under the Florida Sunshine law, they should consult directly with the County Attorney’s Office.

B. Public notice of all meetings shall be given in accordance with state and local requirements. Meetings shall be open to the public. 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 of the Florida Statutes and the Federal Advisory Council Act. Written notice shall be given at least thirteen (13) days in advance of any regularly scheduled Partnership meeting date.

C. Reasonable Opportunity to be Heard. 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, an ad hoc committee 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 two (2) minutes to speak during the designated time appearing on the agenda of the Partnership, committee, subcommittee, ad hoc committee or workgroup. The reasonable opportunity to be heard shall not be extended to the public on any official act involving no more than a ministerial act 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, a committee, a subcommittee, an ad hoc committee or a workgroup, when there was a previous opportunity to be heard. All remarks shall be addressed to the Partnership, a committee, a subcommittee, an ad hoc committee or a workgroup. No person, other than Partnership, committee, subcommittee, ad hoc committee 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, ad hoc committee or workgroup, without the permission of the presiding officer. No questions shall be asked of a Partnership, a committee, a subcommittee, an ad hoc committee or a workgroup member except through the presiding officer.

D. All members shall comply with the following rules of debate:
1. **Questions under Debate.** When a motion is presented and seconded, it is under consideration and no other motion shall be received thereafter, except to adjourn, lay on the table, to postpone, to amend until the question is decided. These motions shall have preference in the order in which they are mentioned and the first two shall be decided without debate. Final action upon a pending motion may be deferred until a date certain by the majority of the members present.

2. **As to the Chair or Vice-Chair.** The Chair, upon relinquishing the Chair, may move, second, debate and vote, subject only to such limitations as are by these rules imposed upon all members.

3. **Getting the Floor; Improper References to be Avoided.** Every member desiring to speak for any purpose shall address the presiding officer, and upon recognition, shall be confined to the question under debate avoiding all personalities and indecorous language.

4. **Interruption; Call to Order; Appeal a Ruling of the Chair.** A member once recognize shall not be interrupted when speaking unless it be a call to order as herein otherwise provided. If a member is called to order, the member shall cease speaking until the question of order is determined by the presiding officer, and if in order, the member shall be permitted to proceed. Any member may appeal to the Partnership, standing committee, subcommittee, ad hoc committee or workgroup from the decision of the presiding officer upon a question of order, when, without debate, the presiding officer shall submit to the Partnership, standing committee, subcommittee, ad hoc committee or workgroup, as applicable, the question, “Shall the decision of the chair be sustained?” and the Partnership, standing committee, subcommittee, ad hoc committee or workgroup shall decide by a majority vote.

5. **Privilege of Closing the Debate.** The member sponsoring or moving the adoption of a motion shall have the privilege of closing the debate.

6. **Method of Voting.** Voting shall be by voice vote or paper ballot, where applicable.

7. **Explanation of Vote; Conflicts of Interest.** There shall be no discussion of by any member voting and the member shall vote yes or no. Any member with a conflict of interest on a particular matter shall refrain from voting or otherwise participating in the proceedings related to that matter, shall state on the record the nature of the conflict, and shall leave the meeting room until the consideration of that matter is concluded. Any such member who does not leave the meeting room shall be deemed absent for purposes of constituting a quorum, counting the vote, or for any other purpose.

8. **The Votes.** Whenever action cannot be taken because the vote of the member has resulted in a tie, and no other available motion on an item is made and approved before the next item is called for consideration or before a recess or adjournment is called, whichever occurs first, then the item shall be removed agenda.
9. **Vote Change.** Any member may change their vote before the next item is called for consideration, or before a recess or adjournment is called, whichever occurs first, but not thereafter.

10. **No Motion or Second.** If an agenda item fails to receive a motion or second, it shall be removed from the agenda.

11. **Reconsideration.** An action of the Partnership, a standing committee, subcommittee, ad hoc committee, or workgroup may be reconsidered only at the same meeting at which the action was taken or at the next regular meeting thereafter. A motion to reconsider may be made only by a member who voted on the prevailing side of the question and must be concurred by a majority of those present at the meeting. A motion to reconsider an item resulting in a tie vote is not in order, and no such motion shall be reconsidered. A motion to reconsider shall not be considered unless at least the same number of members are present as participated in the original vote.

12. **Adjournment.** A motion to adjourn shall always be an order and decided without debate.

13. **Rules of Decorum.** The following rules of decorum shall apply to all meetings:

a. Any person making impertinent or slanderous remarks or who becomes boisterous while addressing the members shall be barred from further appearance before the Partnership, the committees, sub-committees, ad hoc committees or workgroup by the presiding officer, unless permission to address the Partnership, committee, subcommittee, ad hoc committee, or work group is granted by the majority vote of the members present.

b. No clapping, applauding, heckling or verbal outbursts in support or opposition to a speaker for their remarks shall be permitted. No signs or placards shall be allowed in the meeting. Persons exiting the meeting shall do so quietly.

c. The use of cell phones in the meetings is not permitted. Ringers must be set to silent mode to avoid disruption of the proceedings. Individuals, including those on the dais, must exit the meetings to answer incoming cell phone calls.

D. **All members shall ensure compliance with the following:**

1. To comply with the attendance requirements and other Partnership requirements, as provided for in Sections 2-11-39 and 2-1102 of the Code of Miami-Dade County and further set forth herein.

2. 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 of Miami-Dade County and the Partnership Bylaws.

3. To refrain from engaging in improper or illegal voting on Partnership matters.
4. To comply with the Rules of Debate and Decorum set forth in this Section.

5. To refrain from any off the record comments between two or more members.

6. 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.

7. To refrain from lobbying the Partnership, or any committee, sub-committee, ad hoc committee or workgroup concerning any matter deemed to be of a personal nature.

8. To respect the Chair and Vice-Chair’s authority.

9. To refrain from engaging in improper or illegal representation as an agent of the Partnership on fiscal, legal and/or other Partnership matters.

10. To refrain from engaging in fighting, threatening behavior and other gross violations of proper conduct at Partnership or committee meetings.

11. To refrain from engaging in any breach of the public trust.

12. To refrain from engaging in any negligent activities in the performance of any duty assigned to them by law.

E. 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.

F. Failure of a member to abide by the Partnership’s Code of Conduct may result in expulsion of the member from a meeting.

G. When parliamentary procedures are not specified, Robert’s Rules of Order shall prevail.

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

I. 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.

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

ARTICLE 6: Code of Ethics, Conflict of Interest, Government in the Sunshine, Grievances
All members of the Partnership, standing committees, subcommittees, ad hoc committees 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.

Members shall abide by the federal laws, Florida Statutes and the Code of Miami-Dade County 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. Therefore, members may not vote on funding or other matters that directly affect their employer. Members may vote on funding recommendations that affect a specific category of service that includes themselves or their organization, but as under federal law, they may not vote on any funding recommendation that will specifically and directly benefit their organization. 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 provider of service in that category and the funding recommendation does not designate amounts or percentages amongst the various providers in a particular service category. Members with a conflict of interest must recuse themselves from voting, at the committee level, on any subject matter pertaining to the allocation of funds for a service category where the member has a conflict of interest. If a member believes there is a conflict of interest, said member shall seek a written opinion from the Miami-Dade Commission on Ethics and Public Trust.

All members must comply with Florida’s Government in the Sunshine Law, pursuant Article 5, Paragraph A of these Bylaws.

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 7: Staff Support**

The Partnership, standing committees, subcommittees, ad hoc committees 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. 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.

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. 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: Miscellaneous

SECTION 8.1 Reporting

The Chair or Vice-Chair shall 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.

Subject to the approval of the Partnership, from time to time as the need arises, the Chair or Vice-Chair 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.

SECTION 8.2: Amendments

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. 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.

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.

SECTION 8.3: Dissolution

Upon a motion by the Partnership or upon a recommendation from a standing committee, subcommittee, ad hoc committee or workgroup, the Partnership may consider the dissolution of such standing committee, subcommittee, ad hoc committee 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.
SECTION 8.4: Reimbursement

Members shall serve without compensation but shall be entitled to reimbursement for necessary authorized expenses incurred in the discharge of their duties pursuant to policies and procedures published by the County, State of Florida, and the City of Miami.

ARTICLE 9: COMMONLY USED TERMINOLOGY

Ad Hoc Committee/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 ad hoc committee or workgroup shall not exist for more than one year unless extended by the Partnership.

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.

AIDS Education and Training Centers (AETCs) Program
The AETC is the training arm of the Ryan White HIV/AIDS Program. The AETC Program is a national network of leading HIV experts who provide locally based, tailored education, clinical consultation and technical assistance to healthcare professionals and healthcare organizations to integrate high quality, comprehensive care for those living with or affected by HIV. HIV care is a complex, challenging field, and ongoing, high-quality training and support is essential for clinicians caring for people living with HIV. It is administered by the Division of Training and Technical Assistance in the Ryan White HIV/AIDS Program of HRSA, HIV/AIDS Bureau.

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” providers 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
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, service providers 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
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

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 of Miami-Dade County to consolidate the activities of the HIV Health Services Planning Council (HHSPC) 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 (PCPG), 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 provider, 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 chair-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 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 (i.e., new infections) through education, information and outreach aimed at persons exhibiting high-risk behaviors for HIV infection and persons already HIV positive.

Ryan White CARE Act

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 by 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.

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.
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 grantee 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 an early and informal 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. **Grantee**: Locally, with respect to the Partnership and the Ryan White Part A Program, the grantee is Miami-Dade County.

12. **Grievance**: A complaint or dispute that has reached the stage where the affected party seeks a structured approach to its resolution.

13. **Grievant**: A person or entity who is a complainant seeking a structured resolution of a grievance.

14. **Hearing Officer**: Shall mean a person selected in accordance with this policy to hear grievances and render a decision with respect thereto.

15. **Hearing Panel**: Shall mean a panel selected in accordance with this policy to hear grievances and render a decision with respect thereto.

16. **Individual**: An adult person (or persons) organization, agency, or governmental entity who is the direct object of the Partnership’s action, ruling or policy.

17. **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.

18. **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.
19. **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.

20. **Neutral**: An independent third party, including a mediator or arbitrator, selected to resolve a dispute or grievance.

21. **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.

22. **Organization**: An organized provider, agency, consumer group, advocacy or service organization under incorporation with an adopted set of by-laws and elected officers.


24. **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.

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**

**A. 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 250  
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 Grantee's contracted staff support provider, Behavioral Science Research Corporation, in consultation with the Grantee 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.

3. **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.
B. 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. Providers 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.

C. 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.

D. **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 provider 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 provider 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.

E. 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.

F. Binding Arbitration

[Maximum amount of time to complete once initiated: 20 calendardays.]
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 provider 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: [Signature]

Terrence A. Smith
Assistant County Attorney

Date: 2-24-17
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

MIAMI-DADE HIV/AIDS PARTNERSHIP

CODE OF CONDUCT