



## **Temporary Care Network of the Treasure Coast - Modification Plan**

Effective August 23, 2011 the committee structure referenced in the Care Network of the Treasure Coast (CNTC) by-laws will be modified for the next 12 months, or longer as needed. Any extension of this modified plan will have to be pre-approved by the membership of the CNTC. The CNTC Meeting and Executive Committee will be the only two standing meetings/committees that occur.

### **Rationale**

This change is a result of the recruitment challenges and low membership participation that the CNTC has faced for several years. In order to ensure that the CNTC work plans are successfully completed, the current activities assigned to the Evaluation and Quality Assurance (EQA), Membership and Public Relations, and Planning Committees will now be the responsibility of the Care Network of the Treasure Coast.

### **Care Network of the Treasure Coast Meeting**

The CNTC will draft and approve a work plan that is comprised of current EQA, Membership, and Planning Committee tasks, as defined in the Quality Management Plan. The CNTC can elect to use workgroups and/or Ad Hoc committees as needed to address larger projects that may require a short-term multi-meeting structure. The CNTC will determine when workgroups and/or Ad Hoc committees are needed, the necessary timeframe, and the scope of work they are charged with addressing. This structure will negate the need for a Committee Chair, and instead the Committee will be presided over by the CNTC President and Vice President.

### **Executive Committee**

The Executive Committee activities will remain unchanged. In addition, the Executive Committee may identify the need for special or emergency meetings to conduct the business of the CNTC. In such cases, the rule for calling such meetings will be guided by the existing by-laws, Article VIII, sections 5 & 7.

While this modification removes the need for committee chairs, there is still a need for an active, diverse Executive Committee. Therefore, during this period, the Executive Committee will be made up of the President, Vice President, Secretary, and three members at large. Each of these positions will be filled by members that have been nominated, consented, and voted on by the CNTC membership body.

## **Meeting Schedule**

As outlined in the by-laws, there will be no less than six CNTC and four Executive Committee meetings per year. Meetings will be scheduled based on need as outlined in the Comprehensive Plan, Quality Management Plan, and work plan.

## **Membership**

Attendance requirements as outline in the CNTC by-laws, Article VI, Section 2, will be monitored and strictly enforced.

## **By-Laws**

The Temporary Care Network of the Treasure Coast Modification Plan only seeks to modify the committee structure as outlined in the by-laws. All other by-laws remain intact during this period, unless otherwise voted on and approved by the CNTC membership body.

# CARE NETWORK OF THE TREASURE COAST BYLAWS

## Mission Statement

The Mission of the Care Network of the Treasure Coast (CNTC) is to serve as the advisory body for the Ryan White Part B funds to ensure the provision of and access to quality comprehensive HIV/AIDS health and support services.

In fulfilling its mission for system of care planning and evaluation, the Care Network of the Treasure Coast supports state-of-the-art services with proven effectiveness for HIV/AIDS care. The Consortium diligently pursues a service environment defined by Continuous Quality Health Management, and cooperates with consumers and service providers to identify solutions for service system improvements.

## ARTICLE I: NAME AND OFFICES

SECTION 1: The name of the consortium shall be the "Care Network of the Treasure Coast", hereinafter referred to as the "Consortium".

SECTION 2: The area served by the Consortium will be Indian River, Martin, Okeechobee, and St. Lucie Counties, Florida.

SECTION 3: The location of the lead agency of the Consortium shall be c/o the Treasure Coast Health Council, Inc.

SECTION 4: The Consortium is an association of public and private health care, social service, and support service providers, community-based organizations, individuals, and families directly affected by HIV (Persons Living with HIV or PLWH) and other persons interested in improving the HIV care service delivery system as authorized by The Ryan White Treatment Modernization Act of 2006 and subsequent reauthorizations.

## ARTICLE II: STATEMENT OF PURPOSE

SECTION 1: The purposes of the Consortium are as follows:

- A. To plan, develop, promote and evaluate the delivery of comprehensive outpatient health and support services for individuals and families directly affected by HIV (hereinafter referred to as "Clients") in Indian River, Martin, Okeechobee, and St. Lucie Counties;
- B. To develop a comprehensive service plan based upon a thorough needs assessment that will address the care and service delivery needs of Clients;

C. In accordance with procedures established by the Florida Department of Health (DOH) and through a designated lead agency, receive and administer Ryan White Treatment Modernization Act funds;

D. To facilitate collaborative planning with other agencies and programs having major responsibility to provide health and supportive services to Clients including but not limited to, Children's Medical Services (CMS), the County Health Departments (CHDs), Alcohol, Drug, and Mental Health agencies, Community/Migrant Health Centers, and recipients of Ryan White Part C funds;

E. To perform and carry out any other such functions as may be necessary to improve accessibility, continuity and quality of health services provided to Clients;

F. To establish and implement a mechanism for periodic evaluation of the Consortium's success in responding to identified needs;

G. To actively pursue contact with and input from all public and private entities interested in improving the HIV care service delivery system, whether or not they are members of the Consortium; and

H. To solve problems collaboratively regarding the major issues in health, social service and quality of life for people living with HIV in the project area.

### **ARTICLE III: ROLES AND RESPONSIBILITIES OF THE GRANTEE AND LEAD AGENCY:**

SECTION 1: The DOH Contract Manager serves as the technical advisor to the Consortia on behalf of the DOH, Bureau of HIV/AIDS, ensures that funds are appropriately applied in accordance with state mandated priorities and monitors that the consortium meets state mandated requirements.

SECTION 2: The Lead Agency serves as the fiscal conduit and data coordinator for Part B funded providers within the Consortia. Develop with the consortia the local comprehensive plans. Provide administrative support to the consortia. Maintain consortia files. Ensure technical assistance resource materials are available to consortia members. Organize consortia mailings. Provides staff support to the Consortia (minutes, meeting notices, mailings, and client satisfaction surveys), maintains Consortia files and provides financial and service utilization reports to the Consortia. Establishes and maintains consortia structure to include committees, officers to carry out Consortia business, election of officers, and maintenance of By-laws.

### **ARTICLE IV: POLICIES**

SECTION 1: Order of Business

Robert's Rules of Order (current edition) shall be used to ensure order at all meetings.

## SECTION 2: Quorum

A quorum for the Consortium meetings shall consist of no less than 25% of the consortium membership or a minimum of 5 members.

## SECTION 3: Confidentiality

Access to information held in health records is governed by state and federal laws, which also require that such information be held confidential. The Consortium, members, prospective members, and guests shall protect the identification of clients and the nature of services provided, including HIV testing, from disclosure, except as permitted in the performance of referrals to other agencies for client care and as required by state and federal reporting requirements. Violation of confidentiality requirements by a member shall result in permanent termination from the Consortium. Violation of confidentiality requirements by a non-member, whether prospective member or guest, shall result in the denial of membership, should such membership be sought, as well as in the denial of access to future meetings. All members shall review and update their disclosure forms annually or as otherwise precipitated by material change in employment, fiduciary, financial or other relevant interest or status.

### SECTION 3.1: Conflict of Interest

Conflict of interest occurs when a member of the Consortium has a direct or indirect fiduciary interest in or relationship to (including but not limited to ownership, employment, contractual, creditor or consultative relationship; or to Board or staff membership in) a business, organization, program or other entity and (1) the Consortium has a direct financial, contractual or other recognized relationship with the such entity, and/or (2) such entity is the direct or indirect subject of a decision by the Consortium.

### SECTION 3.2: Regulation of Conflict of Interest

Members shall be provided with applicable local, state and federal rules governing conflict of interest. Any member shall be mandatorily excused and shall not vote on any matter in which they have an actual, disclosed or determined conflict of interest. Abstaining persons may be counted toward the quorum for meetings and may participate in discussions. The Executive Committee shall oversee all matters relating to conflicts of interest. Members who refuse or fail to comply with the conflict of interest provision shall be subject to immediate termination from the Consortium.

## SECTION 4: Grievances

At least one of the following basic criteria must be the form and basis of the grievance which is being filed:

1. Alleged deviations from the established by-laws (such as failure to follow established conflict-of-interest rules).
2. Inconsistency with the findings of the locally published Needs Assessment or Comprehensive Plan for HIV/AIDS Services in Area 15.

Grievances filed merely on the basis of dissatisfaction with the outcome of a Consortium decision/vote will not be accepted.

Grievances about service providers' performance, clients' complaints, problems with DOH and other matters outside the aegis of the consortium shall be pursued elsewhere, utilizing the grievance procedures of the designated lead agency, the client's case management agency, and/or the DOH.

A written grievance or complaint shall be delivered to the Executive Committee Chair and a written acknowledgement of receipt shall be delivered within 5 working days. The grievance shall be brought to the next scheduled Executive Committee meeting for review and resolution. The Executive Committee shall meet with the complainant with the goal of rectifying the situation in a mutually satisfactory way.

#### SECTION 5: Personal Liability

The members and officers of the Consortium shall not be personally liable for debts, liabilities, or other obligations of the Consortium. No individual member shall, by reason of his or her performance on behalf of the Consortium or any duty, function, or activity required, or authorized to be undertaken by the Consortium, be liable for the payment of damages under the law of the United States or any state (or political subdivision of the state) if the member himself or herself believed he/she was acting within the scope of his or her duty, function or activity of a member, with respect to such performance, acted without gross negligence or malice toward any person affected by it.

#### SECTION 6: Compensation

Those PLWHA's Consortium members who are not compensated by their employer may receive travel reimbursement for mileage incurred as a result of attending scheduled Consortium meetings. Mileage rates will follow current State of Florida Department of Health rates.

#### SECTION 7: Amendments to Bylaws

These By-Laws may be altered, amended or repealed and new by-Laws may be adopted by a two-thirds (2/3) majority vote of CNTC members present at a CNTC meeting. Written notice post marked at least ten (10) business days prior to the next Consortium meeting, via mail and electronic mail setting forth the proposed action will be given to the members. Amendments and revisions will be accepted upon approval

of a 2/3 (two-thirds) majority vote of the Consortium members when a quorum is present.

Lead Agency staff is authorized to correct article and section designations, punctuation, and cross-references and to make such other technical and conforming changes as may be necessary to reflect the intent of the Consortium in connection with keeping the By-Laws grammatically correct.

## **ARTICLE V: CONSORTIUM MEMBERSHIP**

SECTION 1: It shall be the policy of the Consortium to recruit and retain persons from all represented geographic service areas, infected and affected population groups and various fields of expertise, including people who have an active interest in the care of persons living with HIV/AIDS.

SECTION 2: The Consortium shall be open to any individual residing or working in Indian River, Martin, Okeechobee, or St. Lucie counties who demonstrates affirmative interest and concern to improve the health and social welfare of people living with HIV/AIDS.

SECTION 3: In order for any membership to be granted, the prospective member must complete and submit the following to the Lead Agency:

- A. a completed and signed membership application form,
- B. a completed and signed confidentiality statement,
- C. a completed and signed conflict of interest disclosure form, and
- D. a completed and signed consent that they will abide by the Ground Rules.

Once the Lead Agency committee receives the application, they will review the application, ensure completeness, and forward it to the Executive Committee.

Each new member shall complete an orientation to the Consortium as conducted by the Membership and Public Relations Committee within 90 days of approval.

### SECTION 4: Duties and Responsibilities

Members agree to (a) participate actively on at least one Consortium committee (failure to attend three (3) consecutive committee meetings without an excused absence will constitute removal as an active participant of that committee

## **ARTICLE VI: COMMITTEE MEMBERSHIP**

A committee member shall be defined as any interested individual whether or not a member of the Consortium who meets the following criteria:

1. Announces their intention to become a member.
2. Is voted in by the committee.

Attendance and participation at committee meetings is the responsibility of the committee member. Upon accumulation of three (3) consecutive unexcused absences members will be asked to discuss their future committee participation with the Committee. The Committee will vote for removal or continued membership on the committee. If the committee member is not available to discuss the issue with the committee, the committee may proceed to vote for removal or continued membership without their presence.

### **SECTION 1: Removal due to Behavior or Competency**

Disrespectful, discourteous, and unprofessional behavior towards a consortium member or guest shall not be tolerated. Such behavior shall be grounds for terminating Consortium membership.

A. The Executive Committee will be responsible for terminating an individual from membership for individual member behavioral or competency problems. Reasons for termination include undue and persistent anger and personal attacks within meeting discussions; intimidation or threatening of members during meeting discussions; unproductive and persistent disruption of meeting agendas; and, continual obstruction of meeting processes resulting in an inability to fulfill meeting goals and outcomes.

B. The process for terminating an individual Consortium member for behavioral/competency problems consists of the following steps:

.1<sup>st</sup> Occurrence: A written warning from the Executive Committee shall be provided to the individual member outlining the behavior or competency incident. The written warning will state that if another incident occurs the individual member will be terminated from the Consortium.

.2<sup>nd</sup> Occurrence: The second occurrence shall result in termination of the individual from Consortium membership. Membership termination shall be indicated to the individual member through a return receipt letter signed by the Consortium Chair.

The Executive Committee reserves the right to accelerate the above process if the severity of the behavior warrants.

## SECTION 2: Removal

Attendance and participation at committee meetings is the responsibility of the committee member. Upon accumulation of three (3) consecutive unexcused absences members will be asked to discuss their future committee participation with the Committee. The Committee will vote for removal or continued membership on the committee. If the committee member is not available to discuss the issue with the committee, the committee may proceed to vote for removal or continued membership without their presence.

## **ARTICLE VII: OFFICERS OF THE CONSORTIUM**

SECTION 1: The officers of the Consortium shall be President, Vice-President, and Secretary.

SECTION 2: The officers of the Consortium shall be elected annually by the members at the Annual Meeting and assume office at that time. The term of office shall be for one (1) year and no officer may hold the same office consecutively for more than four (4) years. If someone is an officer for six months or longer, that will constitute a full term. Each officer shall hold office until his/her successor is duly elected.

SECTION 3: An individual may only be nominated and elected into one office per term. There will not be co-chairs for any officer position. In order to be nominated and elected as an officer, an individual must have been a member for a minimum of 1 year.

SECTION 4: The duties of the officers of the Consortium are as follows:

A. President: The President shall preside at all meetings of the general membership and the Executive Committee. The President shall appoint the chair and vice-chair of all committees, subject to the approval of the Consortium members. The President, or designee, shall represent the Consortium at other health and HIV-related planning and policy groups, and shall foster cooperative and collaborative planning efforts through appropriate external community planning groups.

B. Vice-President: The Vice-President shall serve in the absence of the President. This designee shall perform all powers and duties of the office. In the event the office of President is vacant, the Vice-President shall serve the unexpired term of the President. He/she shall perform such duties as may be prescribed by the President or the Executive Committee.

C. Secretary: The Secretary shall serve as Parliamentarian. He/she shall perform such duties as may be prescribed by the President or the Executive Committee.

## **ARTICLE VIII: MEETINGS**

SECTION 1: The Consortium shall meet no less frequently than six (6) times a year.

SECTION 2: The Executive Committee shall meet no less frequently than four (4) times a year. A quorum for Executive Committee meetings shall consist of a majority of the Executive Committee members.

SECTION 3: The Annual Meeting of the Consortium shall be held in April of each year, or as determined by the members.

SECTION 4: All business meetings of the Consortium shall be open to the public.

SECTION 5: Special meetings of the Consortium may be called by the President or by one-third (1/3) or more of the Consortium members. Members shall receive at least forty-eight (48) hours notice prior to the meeting and said notice shall specify the nature of any and all business to be conducted at the meeting.

SECTION 6: A quorum for the Consortium meetings shall consist of no less than 25% of the Consortium members or a minimum of five members. A vote of the majority of such quorum shall serve to transact any and all business properly coming before such meeting, except if noted otherwise in these bylaws.

SECTION 7: Notices of regular and special Consortium meetings shall be delivered by mail, fax, telephone, in person, electronic mail, or published in local newspapers under the heading of 'public announcements' prior to the meeting.

## **ARTICLE IX: COMMITTEES**

SECTION 1: There shall be an **Executive Committee** consisting of the elected officers of the Consortium, and all standing committee chairs. The Executive Committee will be responsible for reviewing and resolving grievances. The Executive Committee will be responsible for reviewing the lead agency's financial statements for recommendations to the Consortium and approving committee motions and forwarding to Consortium. The President of the Consortium is the Chair and the Vice President of the Consortium is the Vice Chair of the Executive Committee.

SECTION 2: There shall be a **Membership and Public Relations Committee** chaired by a Consortium member and having a member of the committee serve as vice chair. The Membership and Public Relations Committee shall also serve as the Nominating Committee. This committee shall actively seek qualified members for the Consortium. The Membership Committee will also monitor membership attendance as required by the current CNTC By-Laws. This committee shall also be responsible for (1) providing education, orientation, and mentoring of all new Consortium members

and (2) providing community education about the roles and responsibilities of the Consortium.

SECTION 3: There shall be a **Planning Committee** chaired by a Consortium member and having a member of the committee serve as vice chair. This Committee will take the lead in advising and assisting the lead agency and DOH in the preparation of the Comprehensive Plan and Needs Assessment. This committee will be responsible for oversight of needs assessments, evaluations, and the development of the service plan as required by the federal government. These activities are done in collaboration with the Evaluation and Quality Assurance Committee.

SECTION 4: There shall be an **Evaluation and Quality Assurance Committee** chaired by a Consortium member and having a member of the committee serve as vice chair. This Committee will be responsible for leading the development and updating as needed the Area 15 Part B Quality Management Plan. This Committee will also be responsible for fulfilling all tasks related to evaluation and quality assurance as stated in the annual work plan. These activities are done in collaboration with the Planning Committee.

Section 5: The Duties of the Committee Chair include but are not limited to the following: developing an agenda for all committee members, facilitating the committee in developing and maintaining annual committee work plans, making committee reports to the Executive Committee and Consortium, facilitating the committee in drafting clear and effective motions for presentation and discussion at the Executive Committee and Consortium meetings, contacting and supporting committee members to encourage full participation at all committee meetings and activities, ensuring that Robert's Rules and the CNTC Ground Rules are followed. Committee chairs should make every effort to handle behavior or competency issues before they become the responsibility of the Executive Committee. If the issue cannot be rectified, then the issue will be presented to the Executive Committee for resolution.

The Duties of the vice-chair are to fulfill any and all of the duties listed above in the absence of the committee Chair. The vice-chair is responsible for assuring complete and accurate committee attendance records are maintained for each committee meeting, and is responsible for forwarding these records directly to the Lead Agency.

#### **ARTICLE X: PATIENT CARE PLANNING GROUP (PCPG)**

The CNTC members will nominate and elect 1 CNTC member and 1 alternate as PCPG representative. Those names will be submitted to the Bureau of HIV/AIDS for acceptance. The term for each representative shall be for two years and no member may hold the representative position consecutively for more than two terms or four years.

Qualifications will include:

- Maintain Active Planning Committee member status
- Letter of Nomination from CNTC President
- Copy of Nominee Resume
- Completed PCPG Professional Disclosure
- Completed Conflict of Interest Form
- Completed PCPG Nominee Selection Form

Nominees will submit the above information to the Lead Agency for review prior to elections by the CNTC.

Removal procedures will follow the removal procedures stated above in Article V, Section 1 and 2.

### **ARTICLE XI: EFFECTIVE DATE**

These bylaws and the attached Temporary Care Network of the Treasure Coast Modification Plan become effective on August 23, 2011, following ratification by a majority vote of the General Membership present at the Consortium meeting.

On motion duly made, seconded and carried, on August 24, 2010, September 30, 1993, December 5, 1995, February 6, 1996, May 26, 1998, July 27, 1999, November 23, 1999, June 27, 2000, August 28, 2001, November 27, 2001, October 22, 2002, September 28, 2004, October 26, 2004, March 25, 2008, and August 24, 2011 it was RESOLVED that the revision of these Bylaws contained herein shall constitute full ratification thereof.

The attached Temporary Care Network of the Treasure Coast Modification Plan outlines the modified committee structure of the CNTC for the next 12 month, effective August 23, 2011.