

Memorandum



Date: June 30, 2015

To: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor

Subject: Ratifying Agreement between Miami-Dade County through its Community Action and Human Services Department and Advocate Program, Inc.

Agenda Item No. 3(B)(1)

Recommendation

It is recommended that the Board of County Commissioners (“Board”) ratify the County Mayor or County Mayor’s designee’s action in applying for and receiving grant funds in the amount of \$20,200.00 from the Advocate Program, Inc., a Florida non-profit corporation and ratify the agreement attached hereto as Exhibit A. The Miami-Dade County Community Action and Human Services Department (“Department”) through its Veterans Services Program will provide information, referral and supportive services to veterans and their families. The Department’s Veteran Services Specialists will reach out to entities serving low-income populations in order to advise about the availability of the Advocate Program’s Supportive Services for Veteran Families Program for qualified veterans. Additionally, veterans will be assisted in applying for veteran benefits.

Scope

The impact of this resolution is countywide in nature.

Fiscal Impact/Funding Source

There is no fiscal impact to Miami-Dade County for the provision of these services. Miami-Dade County is not required to provide a local match. This is a stand-alone reimbursement agreement with the Advocate Program, Inc.

Track Record/Monitor

The Department has a successful track record of implementing and administering services to veterans referred from the Advocate Program, Inc. The Department’s Family and Community Services Division Director, Wanda Walker, will monitor and ensure processing of expenditure of funds, and manage programmatic and fiscal reporting in accordance with auditing procedures.

Background

The Veteran Services Program was originally under the umbrella of the Department’s predecessor department, the Department of Human Services. The Department has operated the Veterans Services Program for over 35 years. The Veteran Services Program provides assistance to veterans and their families, including children, widows and parents of veterans, in applying for benefits from the United States Department of Veterans Affairs.

Attachment

Russell Benford
Deputy Mayor



MEMORANDUM

(Revised)

TO: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

DATE: June 30, 2015


FROM: R. A. Cuevas, Jr.
County Attorney

SUBJECT: Agenda Item No. 3(B)(1)

Please note any items checked.

- "3-Day Rule" for committees applicable if raised
- 6 weeks required between first reading and public hearing
- 4 weeks notification to municipal officials required prior to public hearing
- Decreases revenues or increases expenditures without balancing budget
- Budget required
- Statement of fiscal impact required
- Ordinance creating a new board requires detailed County Mayor's report for public hearing
- No committee review
- Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous ____) to approve
- Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 3(B)(1)
6-30-15

RESOLUTION NO. _____

RESOLUTION RATIFYING ACTION OF THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE IN APPLYING FOR GRANT FUNDS AND IN ENTERING INTO A GRANT AGREEMENT IN THE AMOUNT OF \$20,200.00 WITH ADVOCATE PROGRAM, INC. TO ASSIST VETERANS AND THEIR FAMILIES AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO RECEIVE AND EXPEND FUNDS AWARDED

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board:

Section 1. Ratifies the action of the County Mayor or County Mayor's designee in applying for grant funds and in entering into a grant agreement, in substantially the form attached hereto and incorporated herein as Exhibit A, in the amount of \$20,200.00 with Advocate Program, Inc. to assist veterans and their families.

Section 2. Authorizing the County Mayor or County Mayor's designee to receive and expend funds awarded.

The foregoing resolution was offered by Commissioner _____, who moved its adoption. The motion was seconded by Commissioner _____ and upon being put to a vote, the vote was as follows:

Jean Monestime, Chairman

Esteban L. Bovo, Jr., Vice Chairman

Bruno A. Barreiro

Jose "Pepe" Diaz

Sally A. Heyman

Dennis C. Moss

Sen. Javier D. Souto

Juan C. Zapata

Daniella Levine Cava

Audrey M. Edmonson

Barbara J. Jordan

Rebeca Sosa

Xavier L. Suarez

The Chairperson thereupon declared the resolution duly passed and adopted this 30th day of June, 2015. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this Resolution and the filing of this approval with the Clerk of the Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Estephanie Resnik



**The Advocate Program
Supportive Services for Veteran Families Program Subcontract
Miami-Dade County Community Action and Human Services Department**

Name of the SSVF Program: The Advocate Program – Veterans Supportive Services

SSVF Subcontractor: Miami –Dade County through Its Community Action and Human Services Department

SSVF Subcontract Award: \$20,200.00

Term of this subcontract Agreement: October 1, 2014 – September 30, 2015

WHEREAS Advocate Program, Inc. (Advocate Program), was awarded the grant sum of \$1,677,777.53 by the U.S. Department of Veterans Affairs (VA) for the Supportive Services for Veteran Families (SSVF) Program; and

WHEREAS Miami-Dade County Community Action and Human Services Department (CAHSD) is Included in the grant between the Advocate Program, Inc. and the U.S. Department of Veterans Affairs to provide service in the amount of \$20,200.00

THEREFORE, the Parties enter into this subcontract and agree to adhere to the following terms and conditions for the term of this subcontract agreement (this agreement is contingent upon a resolution to ratify by the Board of County Commissioners:

Determination of SSVF Program Eligibility: The Advocate Program - Veterans Supportive Services Unit will be the primary point of entry for all incoming referrals. The Advocate Program - SSVF Program Director will determine applicants' eligibility for service provision, through the SSVF Program; and establish categorical assignment (CAT 1, 2, or 3) based on housing status at the time of program entry. Within 24 hours (1 business day) of SSVF Program entry, eligible SSVF Participants will be referred to CAHSD for assistance with VA and county benefits/services.

1. Scope of SSVF Work to be Provided by Miami- Dade Community Action & Human Services Department (CAHSD)

- 1. Outreach/ Screening Service:** Miami-Dade County Community Action and Human Services Department (CAHSD) Veterans Service Officers will play an active outreach role by informing and educating local government and community based agencies whose staff serve low income populations or neighborhoods about the availability of the Supportive Services for Veteran Families program for qualified veteran families (including very low income singles) through the Veterans Supportive Services Unit. As Miami-Dade County CAHSD and its Community partners identify low income veterans and veteran families who may qualify for SSVF Veteran Supportive Services, the Advocate Program Outreach Specialist will meet with/actively engage them, conduct preliminary screening for SSVF eligibility, and will initiate the case management process.
- 2. VA and Other Public Benefits Service:** All SSVF Participants who require assistance to apply for VA or other county benefits will be referred to the Veterans Service Officers (VSO) at Miami-Dade County CAHSD, who will assist 340 SSVF participants with access and connection to VA and/or other benefits during this contract period. CAHSD staff may provide service to SSVF Participants at a variety of locations throughout the county. Miami-Dade County CAHSD staff will participate in SSVF program trainings and inform subcontracted partners of county services and program for low-income individuals/families.

3. SSVF Service Coordination and Trainings:

- A. **Bi-Weekly – SSVF Case Management Meeting :** CAHSD SSVF-VSO Staff will participate in Case management meetings as needed to provide VA benefit updates, facilitated by SSVF, or the designee. Participation is recommended and directly correlates to Section(s) II.9 and II.10 of this sub-contract. Meeting location, dates and times may be found under Attachments B of this Sub-contract.

These meeting shall provide a forum for review of: Current metrics on outreach, open/ closed cases, and issuance of Temporary Financial Assistance (TFA) to date. They will further provide SSVF case managers with the opportunity to review and discuss participants: Housing Stability Plan (HSP) , the milestones and goals currently set for open cases; potential or Encountered barriers to housing and possible solutions for client engagement and stabilization; cases pending exit or pending approval for service extension, and statuses of referrals for service between SSVF partners.

- B. **Quarterly SSVF Program Directors Meeting:** CAHSD's Division Director or designee shall participate in the Advocate Program SSVF Program Director's meetings, facilitated by the Advocate Program SSVF Director, on a quarterly basis. Participation is required and directly correlates to Section II.9 and II.10 of this sub-contract. Meeting locations, dates, and times may be found under Attachments B of this Sub-contract.

These meetings shall provide a forum for the Advocate Program SSVF Program Director to review and discuss the quality and effectiveness of the SSVF service model, specifically: Homeless Management Information System (HMIS)/Veterans Administration (VA) Repository data quality; rate of successful housing outcome for participants; statuses of TFA Issuance; performance of/need for additional training for SSVF direct service staff; recent advisements from the SSVF Program Office; approval of protocol revisions and/or related program documents.

- C. **VA Issued Webinars and Trainings for SSVF Direct Service Staff:** CAHSD SSVF-VSO staff will participate in, in-service training, with in first 60 days of the SSVF grant's launch, to ensure consistent application of approved SSVF policies and procedures. All SSVF direct service staff will attend VA issued SSVF webinars/program training during the course of this contract year. Advisement will be forwarded by the Advocate Program SSVF Program Coordinator and training will be made available for attendance on a quarterly basis either at Veterans Supportive Services Office or via webinar, whenever possible and appropriate.

4. **Approved Participants Identification System:** Miami-Dade County CAHSD will utilize the United States Department of Housing and Urban Development (HUD) HMIS client Identification number assigned to SSVF participant households upon program entry, for any and all communication with staff and fellow SSVF subcontractors regarding a participant's file.

5. **SSVF Participants Satisfaction surveys.** Veterans Supportive Services Unit shall work in concert with the SSVF Subcontractors to ensure that each SSVF participant receives a satisfaction survey which must be submitted by the participant directly to VA, within 45 to 60 days of the participant's entry into the SSVF program, and again within 30 days of such participant's pending exit the grantee's program.

6. Expected 2014-2015 Service Outcomes:

- A. Outreach/ Screening Service: Miami-Dade County Community Action and Human Services Department (CAHSD) Veterans Service Officers will play an active outreach role and will refer any Veteran/ Veteran Family facing housing crisis to Advocate Program – Veterans Supportive Services for immediate assessment.
- B. Number of SSVF Participant Households Served: Miami-Dade County CAHSD VSO Staff will serve a minimum of 340 SSVF Participant household by providing information and referral, access and connection to VA and/ or other county benefits during the term of this subcontract . CAHSD staff may provide service to SSVF participants at a variety of locations throughout the county.
- C. Direct Service Outcomes: At least 100 of the SSVF participant households directly served through Miami-Dade County's CAHSD - Veterans Service Officers will be provided with either VA claims representation and /or receive assistance with direct connection to, or securing of VA and/ or other county benefits.

7. Staffing: Miami-Dade County CAHSD staffing for the direct service components of this SSVF subcontract includes:

- SSVF Veterans Service Officers,
- CAHSD Division Director –In-kind, 10%

II. General Operation requirement For All SSVF Subcontractors:

1. Confidentiality. To the extent allowable by law, SSVF Subcontractors shall establish and Implement procedures to ensure the confidentiality of participants' records pertaining to (1) any individual provided service and (2) the address or location where the services are provided. CAHSD shall cooperate fully with any requests. Advocate Program - Veterans Supportive Services may initiate to confirm the quality and compliance of CAHSD's confidentiality procedures as part of the Quality Assurance inspection.
2. Required Notifications to SSVF Participants. Prior to providing any supportive services to a participant, the SSVF subcontractors must notify each participant of the following: (1) The supportive services are being paid for, in whole or in part, by VA; (2) The supportive services available to the participant through the grantee's program; and (3) Any conditions or restrictions on the receipt of supportive services by the participant.
3. Verification of Eligibility for SSVF Services. Advocate Program - Veterans Supportive Services shall work in concert with each SSVF subcontractor to ensure that each SSVF participant's eligibility for supportive services is verified, and that all SSVF participants are classified under one of the categories set forth in 38 CFR §62.11(a). SSVF subcontractors shall also work in partnership with the Lead Agency to certify participant's eligibility and SSVF classification at least once every 3 months.
4. Administration of supportive services grants. SSVF subcontractors that administer supportive services grants to SSVF participants must ensure that these SSVF funds are administered in accordance with the regulations governing the Supportive Services for Veteran Families program, the grantee's supportive services grant agreement, and other applicable laws and regulations.

5. Fee prohibition. SSVF subcontractors shall not charge a fee to eligible SSVF participants for providing supportive services that are funded in whole or in part from a supportive services grant.

6. Security of SSVF Participant Information. All SSVF subcontractors shall operate secured communication systems by use of firewalls/ protected servers/ other technological security measures/ safeguard participant information. All SSVF subcontractors must maintain various agency protocols and procedures to ensure the safety and security of hard copy client files. Hard copies of SSVF client records shall be maintained in locked file cabinets, in locked offices or file rooms.

7. ADA Compliance. All SSVF providers must be fully equipped to meet the needs of participants' with disability and are ADA compliant.

8. SSVF Program Management and Reporting.

A. All SSVF subcontractors shall submit monthly and quarterly reports, to the Advocate SSVF Director and Program Manager as stipulated in Section II.10 of this sub-contract and in accordance with the respective report type(s) and timeframes listed under Attachment A.

B. All SSVF subcontractors shall maintain records to document compliance with the SSVF grant agreement and all applicable rules and regulations for a period of three (3) years, as required by Section(s) II.10,B and III.1.of this subcontract.

C. All SSVF subcontractors shall maintain records and prepare any other programmatic and fiscal reports that may be required by the U.S. Department of Veterans Affairs to demonstrate compliance with SSVF reporting requirements or corrective actions recommended by the VA.

9. SSVF Report Types and Timeframes.

A. Program Reporting. Subcontractors shall submit all required program reports to the Program Manager & SSVF Director for review and approval by the 1st of each month, following the end of a reporting period. When the 1st of the month falls on a Saturday or Sunday, the required reports are due by "Close-of-Business" on the Friday prior. The SSVF Subcontractor-Program Reporting schedule and timeframes can be found under Attachment A of this sub-contract.

B. Fiscal Reporting. Subcontractors shall submit all required fiscal reports to the Accounting Department of the Advocate Program, Inc. for review and approval by the 15th of the month, following the end of a reporting period. The SSVF Subcontractor Program Reporting schedule and timeframes may be found under Attachment A of this sub-contract. CAHSD will provide supporting documentation (VA claim coversheet with date/time stamp of receipt) with monthly request for reimbursement.

10. External Program Monitoring/Quality Assurance.

A. The Advocate Program SSVF Director shall regularly monitor the delivery of the SSVF supportive services provided by its agency partners, including CAHSD. The Advocate

Program - Veterans Supportive Services shall also address information obtained about the quality of service provision through the participant satisfaction surveys and whether participants are meeting their goals stipulated in their Housing Stabilization plan.

- B. The Advocate Program - Veterans Supportive Services shall monitor each subcontracting agency independently to determine its compliance with local, state and federal regulations. CAHSD shall keep hard copies of participant files for no less than three years beyond the last date that all applicable terms of this subcontract have been compiled with and final payment has been received and appropriate audits have been submitted to and accepted by the appropriate entity. However, if any audit, claim, litigation, negotiation or other action involving the General Contract or this subcontract, or modification to either the General Contract or this subcontract is commenced before the expiration of the retention period, the records shall be retained until completion of the action and resolution of all issues which arise from it or until the end of the regular retention period, whichever is later.
- C. Veterans Supportive Services Unit shall track HMIS data on a monthly basis, and shall monitor all subcontractors' compliance with the provision of SSVF participant satisfaction surveys as required by the VA. This agency-based SSVF information shall be discussed at the quarterly Program Directors meetings and in 1-1 meetings with individual subcontractors to identify issues or concerns regarding any deficiencies or areas identified for quality improvement.

III. Financial Records, Reports, Audits and Monitoring

1. Accounting Records. CAHSD shall keep accounting records which conform to generally accepted accounting principles. All such records shall be retained by CAHSD for no less than three years beyond the last date that all applicable terms of this subcontract have been compiled with and final payment has been received and appropriate audits have been submitted to and accepted by the appropriate entity. However, if any audit, claim, litigation, negotiation or other action involving the General Contract or this subcontract, or Modification to either the General Contract or this subcontract is commenced before the expiration of the retention period, the records shall be retained until completion of the action and resolution of all issues which arise from it or until the end of the regular retention period, whichever is later.

2. Financial Audit.

- A. Within 180 days of the close of its fiscal year CAHSD shall submit to Advocate Program, Inc. an Annual Financial Audit performed by an independent audit firm of all its corporate activities and any accompanying management letter(s) or report(s) on other matters related to internal control, for each year during which the subcontract remains in force and until all funds expended from the subcontract have been audited. This audit shall be conducted in accordance with auditing standards generally accepted in the United States of America and standards contained in the Government Auditing Standards Issued by the Comptroller General of the United States.
- B. CAHSD shall comply with applicable requirements of the Single Audit Act Amendments of 1996 (31 U.S.C. 7501-7507) and revised OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," codified by VA at 38 CFR Part 41. CAHSD shall use a financial management system that provides adequate fiscal control and accounting

records and meets the requirements set forth in OMB Circular A-110, Subpart C, Section 2.1 (codified at 2 CFR 215.21) and 38 CFR 49.21.

- C. Audit extensions may be granted in writing by Advocate Program, Inc., after proper approval has been obtained from Advocate Program, Inc.'s Finance Department, upon receipt in writing of such request with appropriate justification by CAHSD.

3. Insurance Requirements.

- A. Except as permitted by Florida law for government entities, CAHSD shall provide to Advocate Program, Inc. within 30 days of contract execution, Certificates of Insurance or, as applicable, a letter of self-insurance indicating coverage applicable to a Florida municipal corporation or written verification (binders) required under this section or as determined by Advocate Program, Inc. Advocate Program, Inc. shall be named as an additional insured as their interest may appear on all applicable policies. Advocate Program, Inc. shall not disburse any funds until Advocate Program, Inc. is provided with the necessary Certificates of Insurance, letter of self-insurance or written verification (binders) and Advocate Program, Inc. has approved such documents. Advocate Program, Inc. shall have the rights to review said certificates or letters and, if applicable, reasonably require updating of types and amounts of coverage provided upon any renewal of this agreement.
- B. CAHSD shall carry insurance policies in the amounts and with the requirements indicated below:
 - 1) Worker's Compensation Insurance for all employees and non-incorporated independent contractors and or consultants of the Subcontractor, as required by Florida Statutes, Chapter 440. The employer's liability portion shall be \$500,000/\$500,000/\$500,000 as a minimum.
 - 2) Comprehensive General Liability insurance in an amount not less than \$500,000 combined single limit per occurrence and \$1,000,000 aggregate in a policy year. Deductibles exceeding \$1,000 are discouraged unless CAHSD provides financials to support a higher deductible. Advocate Program, Inc. must be designated and shown as an "Additional Insured as Their Interest May Appear" with respects to this coverage. The general liability policy must contain coverage for the following:
 - a. Bodily injury;
 - b. Property Damage;
 - c. No exclusions for Abuse, Molestation or Corporal Punishment;
 - d. No endorsement for premises only operations.
 - 3) If applicable, Special Events Coverage, as determined by Advocate Program, Inc. The liability coverage shall be the same as the coverage and limits required for comprehensive general liability and Advocate Program, Inc., must be designated and shown as "Additional Insured as Their Interest May Appear." Special Events policies are for short term functions and not meant to replace annual liability policies. The coverage is for the days of the event and must provide coverage the day prior and the day following the event.

- 4) Automobile liability coverage for all owned and/or leased vehicles of the Subcontractor and non-owned coverage for their employees and/or sub-contractors transporting program participants. The amount of coverage is \$1,000,000 combined single limit per occurrence for bodily injury and property damage. Advocate Program, Inc. must be designated and shown as an "Additional Insured as Their Interest May Appear" with respects to the coverage. Coverage can be purchased as non-owned without hired auto coverage, but rental cars cannot be used in the course of LSMI's regular operations. Rental cars may be used for travel to attend conferences outside South Florida area.
- 5) If applicable, Professional Liability Insurance, as determined by Advocate Program, Inc. , with coverage amounts determined by Advocate Program, Inc. , but not less than \$250,000 per claim and in the aggregate. Defense costs may be inside the limits of liability and the policy can be written on claims made from. Advocate Program, Inc. is not required to be named as an Additional Insured.
- 6) If applicable, Proof of Property Coverage is required when CAHSD has capital equipment paid for by Advocate Program, Inc., and said capital equipment is under the care custody and control of CAHSD. Advocate Program, Inc. must be shown on the evidence of property coverage as a Loss Payee.

Certificate holder must read:
Advocate Program, Inc., Inc.
1150 NW 72nd Avenue, Suite 200
Miami, FL 33126

4. Failure to Provide Certificates of Insurance.

- A. CAHSD shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the effective term of this subcontract. If insurance certificates are scheduled to expire during the effective term, CAHSD shall be responsible for submitting new or renewed insurance certificates to Advocate Program, Inc. prior to expiration.
- B. In the event that certificates, which have expired, are not replaced with new or renewed certificates which cover the effective term, Advocate Program, Inc. may suspend the subcontract until such time as the new or renewed certificates are received by Advocate Program, Inc. in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, Advocate Program, Inc. may, at its sole discretion, terminate the subcontract.

5. Budget Summary. CAHSD agrees that all expenditures or costs shall be made in accordance with the Budget, which is attached incorporated here to as Attachment C.

CAHSD shall not make any revisions to the budget items without prior approval from Advocate Program, Inc. Budget revisions which exceed 10% must receive prior approval from the VA prior to implementation. Such approval shall be requested in writing by CAHSD's President, Vice President, Executive Director, or other designated representative as stated on the Authorized Signature Form attached hereto.

Advocate Program, Inc. reserves the right to withdraw its approval of budget modifications below 10% subject to feedback from the U.S. Department of Veterans Affairs that the VA will not support the revision.

6. Payment Procedures. Advocate Program, Inc. agrees to pay CAHSD for services rendered pursuant to this subcontract based on the payment schedule based on the line item budget (Budget Addendum).

A. Monthly Reimbursement Request Form. CAHSD shall submit a Monthly Reimbursement Request Form (See Attachment C) to Advocate Program, Inc. for reimbursement of SSVF expenditures per its budget. Reimbursement forms must be accompanied by all relevant supporting documentation validating expenses to be reimbursed that are both reasonable and actual. Advocate Program, Inc. reserves the right to correct, return or reject forms depending on completion. SSVF subcontractors must submit a Reimbursement Request Form according to the schedule in Attachment A of this subcontract when any valid expenses are incurred. Reimbursement Request Forms must be submitted either physically or electronically. Advocate Program, Inc. shall issue payment to CAHSD no later than ten business days from receipt of the completed Reimbursement Request Form and all supporting documentation.

B. Quarterly Summary of Actual Expenditures. Quarterly Summary of Actual Expenditures must be submitted according to the schedule in Attachment A of this subcontract no later than 30 days after the end of each quarter.

7. Access to Records: Audit. Upon reasonable notice CAHSD shall provide access to all of its records which relate to this subcontract at its place of business during regular business hours. The Subcontractor agrees to provide such assistance as may be necessary to facilitate their review or audit by Advocate Program, Inc. or by the U.S. Department of Veterans Affairs to ensure compliance with applicable accounting and financial standards.

8. Quarterly Reviews of Expenditures and Records. Advocate Program, Inc. may perform quarterly reviews of CAHSD's expenditures and records. Subsequent payments to CAHSD shall be subject to a satisfactory review of CAHSD's records and expenditures by Advocate Program, Inc., including but not limited to, review of supporting documentation for expenditures and the existence of sufficient documentation to support eligible expenditures. CAHSD agrees to reimburse Advocate Program, Inc. for ineligible expenditures that may be disallowed by Advocate Program, Inc. or by the U.S. Department of Veterans Affairs.

9. Quality Assurance/Recordkeeping. Advocate Program, Inc. shall maintain, and shall require that CAHSD maintain and complete accurate program and fiscal records to substantiate compliance with the requirements set forth in this Agreement.

Advocate Program, Inc. shall participate in the quarterly SSVF Partnership meetings organized, and led by Veterans Supportive Services for SSVF Program Directors and Executive level agency staff, and will provide feedback on the quality and timeliness of required program and financial reports. Individual meetings shall be held with subcontracted partners who are not in compliance with respective monthly performance measures and outcomes and/or monthly HMIS, SSVF program, or fiscal reporting requirements. Subcontractors who do not provide timely SSVF program, HMIS, or fiscal reports shall not be reimbursed for services provided, until those conditions are met.

10. Conflict of Interest: Advocate Program Veterans Supportive Services and all community partners participating in the SSVF Program will ensure that all staff who are supported in whole or part by the SSVF grant will carry out their responsibilities in a manner that does not result in any actual, or perceived, conflicts of interest with other nonprofits organizations, business entities, housing providers, or personal (direct or indirect) financial interests—including personal financial gain, or financial gain for individual with whom the SSVF funded staff person has a family/household relationship. SSVF grant partners are required to report incidents of conflict of interest to the SSVF Director and Program Manager.

11. Amend/Terminate Subcontract Agreement: Advocate Program Veterans Supportive Services and their SSVF partners may request to amend or terminate subcontract agreements at anytime. Changes to subcontract agreement must be requested to the Advocate Program SSVF Director and Program Manager for processing. Advocate Program Veterans Supportive Services is required to notify the VA Program office for review and approval of the following subcontract agreement changes:

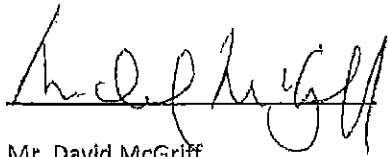
1. Adding/removing a supportive service not included on original grant
2. Adding/terminating a subcontractor
3. Changes to key personnel
4. Budget modification greater than 10% of the total approved budget amount

SSVF partners must notify Advocate Program Veterans Supportive Services of program changes as quickly as possible to avoid service interruption.

3. Remediation. All members of the SSVF Partnership agree to take corrective actions required by the VA. If the VA or Advocate Program, Inc. determine that Community Action and Human Services Department is not compliant with the terms of the subcontract, or is not performing in a satisfactory manner, the Advocate Program SSVF Director and CFO of the Advocate Program, Inc. shall meet with CAHSD Executive Director or their designee to review the area(s) of deficiency or dissatisfaction and develop a corrective action plan, which shall clearly define the area of non-compliance, proposed solution(s) and time frame for taking corrective action. Corrective Action Plans shall have the following time frame for correction depending on the area of concern:

- Client based (failure to respond to client's needs, missing documentation, etc.)-7 working days.
- Agency Based (failure to keep up with certification, failure to report information etc.) - 15 working days.
- Failure to respond to a requested corrective action plan within the stipulated timeframe shall result in a warning notice.
- Failure to respond to a 3rd warning notice may result in termination of this subcontract.

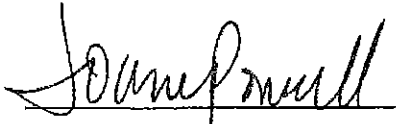
IN WITNESS THEROF the parties hereto have caused this subcontract to be executed by their undersigned officials as duly authorized.



Mr. David McGriff
The Advocate Program, Inc.
Chief Executive Officer

4/9/15

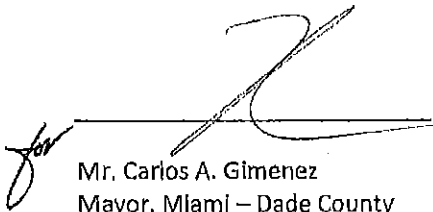
Date



Ms. Joanne Powell
Advocate Program, Inc.
Chief Financial Officer

4/7/15

Date



Mr. Carlos A. Gimenez
Mayor, Miami – Dade County

4/2/15

Date