

Attachment **A**: Program Scope

Program Name: **Migrant Shelter Services**

Subrecipient: **Rescue Mission of El Paso**
209 N. Lee St.
El Paso, Texas 79901

The County has determined that this Agreement is a necessary expenditure incurred due to the increased number of migrants that the County of El Paso has received since the lifting of Title 42 of U.S. Code 265 of the Public Health Services Act of 1994. Expenditure of funds shall be in accordance with requirements of the Emergency Food and Shelter Program (EFSP) for the provision of emergency shelter services to eligible individuals.

This Program Scope is attached to and made part of the Subrecipient Agreement (the “Agreement”) between the County of El Paso (the “County”) and Subrecipient and shall be according to the following terms and conditions:

A. **Use of the Funds.** Subrecipient will use funds provided under this Agreement for the provision of emergency shelter services to eligible individuals. For purposes of this Agreement an eligible individual is defined as follows:

1. Individuals 18 years of age or older; and
2. who have no sponsor(s) to facilitate their transport to, or stay at, a final or permanent destination in the United States (a sponsor may be a relative or a friend who has the ability to pay for or financially sponsor travel) or who have secured self-pay travel for another day but could not secure overnight stay ahead of their scheduled travel out of El Paso; and
3. have been released from federal detention by DHS; and
4. have been transported by DHS or the County to the Rescue Mission shelter.

In no event shall compensation to the Subrecipient exceed the lesser of Subrecipient’s costs attributable to the work performed as stated herein, or an amount not to exceed **\$1,320,000.00**. **Subrecipient shall use Program Funds only to pay for allowable expenses as outlined in the Emergency Food and Shelter Humanitarian Relief guidelines.** Subrecipient shall expend 100% of Program Funds and complete 100% of services described under this Program Scope no later than **October 9, 2023**. **No additional payments shall be made for exceeding the performance targets of this Agreement. Subrecipient understands that time is of the essence.**

B. **Program Budget.** Services provided under this Agreement shall be provided within the monetary limits contained in Attachment **“B”**, “Program Budget”.

- C. **Program Terms.** Subrecipient shall provide services in accordance with the terms of this Agreement. Subrecipient and County agree as follows:

1. The Rescue Mission of El Paso agrees:

- a. To make at least 100 shelter beds available on a daily basis (Monday thru Sunday) for individuals transported by DHS or the County to the Rescue Mission Shelter;
- b. Provide three warm meals a day, clothing if necessary, toiletries/personal hygiene products, access to shower and laundry facilities, case management, basic medical care, counseling if necessary, and transport to airport and or bus station if necessary;
- c. Provide transport as necessary to migrants needing transportation assistance to bus depot or airport for onward travel.
- d. Refer individuals served under this Agreement residing at the shelter to outside resources for additional support services if needed;
- e. Work in partnership with the County of El Paso in creating and updating processes and procedures for the term of this Agreement, and collaboratively adjust as needed.
- f. Notify the County daily of its shelter bed capacity.
- g. Track the number of individuals housed per night
- h. Track the number of days each individuals resides at the center.

2. The County of El Paso agrees to:

- a. To refer unsponsored and or sponsored migrants from the Migrant Support Services Center (MSSC) in accordance with Section A Use of the Funds
- b. Provide reasonable advanced notification to the Rescue Mission of the number of migrants needing shelter daily
- c. Track and maintain records of migrants who require sheltering
- d. Provide transport of migrants from the MSSC to the Rescue Mission if self-pay rideshare was not secured by migrant.

The Outcome Statement constitutes the performance target for the Agreement. Notwithstanding anything to the contrary, the **Subrecipient is solely responsible for ensuring that funds under this Agreement are expended on allowable activities and services are provided to eligible individuals. The Subrecipient shall repay the County any funds that are not expended on allowable activities or are disbursed to ineligible individuals.** Subrecipient shall submit Performance Reports to the County as indicated on **Section E** of this **Program Scope**.

- D. **Program Income.** When applicable, Program Income generated shall only be used by

Subrecipient to provide payment for eligible Program expenses for services in accordance with this Agreement. If Subrecipient generates Program Income for a project only partially assisted by the County, such income is prorated to reflect the actual percentage of Program Income attributable to the County's portion of the Project. The County's share of Program Income shall be reported on a monthly basis and shall be shown on the monthly Reimbursement Request Report as a deduction from the Subrecipient's reimbursable expenses for the month.

- E. **Reports.** Request for Reimbursement and Programmatic reports shall be submitted to the County **on a monthly basis, on the 5th day of each month, following the month in which services were provided.** The close-out report shall be submitted on or before **November 5th, 2023.** Other required reports shall be submitted as noted. Subrecipient shall provide proof of expenses and proof of payment acceptable to the County with each request.

Attachment G-1 – Reimbursement Request Form

Attachment G-2 – Monthly Performance Report

Attachment G-3—Daily Per Diem Shelter Log

Attachment G-4 Sign in Sheet

Attachment G-2 - Monthly Performance Report shall be submitted to the County on a monthly basis, as required on this Program Scope, the Monthly Performance Report shall include the following information:

1. Time of arrival
2. Intake done by
3. Entity dropping off
4. File / Case/A #
5. First Name
6. Last Name
7. Spouse/Child Name
8. Country of Origin
9. Number of Travelers
10. DOB (each Traveler)
11. Gender (each traveler)
12. Notes/Comments

- F. **Privacy Requirements.** Subrecipient shall establish data privacy and security requirements to protect individual/household information collected while providing services under this Agreement. Subrecipient shall submit to the County policies and procedures established to meet this requirement, such policies and procedures shall comply with the following requirements:

1. In general:
 - a. Subrecipient shall include appropriate measures to ensure that the privacy of the individuals is protected;
 - b. Provide that the information, including any personally identifiable information, is collected and used for the purpose of submitting reports as required under this Agreement and;
 - c. Provide confidentiality protections for data collected about any individuals who are survivors of the inmate partner violence, sexual assault or stalking.
2. Statistical Research:
 - a. Subrecipient may provide full and unredacted information, including personally identifiable information for statistical research purposes in accordance with existing law; and
 - b. Subrecipient may collect and make available for statistical research, at the census tract level, information collected while providing services as described on this Agreement.

G. **Accounting Records.** Subrecipient shall maintain the following accounting records related to this Agreement on file. Records include, but are not limited to:

1. Balance sheet (both monthly and year to date), submitted annually;
2. Income Statement, as applicable;
3. General Ledger, as applicable;
4. Payroll Check Register, as applicable; and
5. Spreadsheet detailing amounts requested for reimbursement.

In the event that Subrecipient's accounting system does not allow for separate accounting of revenues and expenses of the Program Funds, Program Funds will be deposited in a separate bank account and eligible expenses will be paid from that account.

H. **Program Budget Revisions and Transfer of Funds.** Subrecipient may make **transfers of funds** between or among budget categories as contained in Program Budget, subject to the approval of the Executive Director, provided that:

1. The dollar amount of all transfers among existing categories is equal to or less than twenty percent (20%) of the total amount of this Agreement;
2. The transfer of funds shall not change the scope or objective of the Program funded under this Agreement;
3. Subrecipient shall submit Budget Revision Report to the County.

Subrecipient may request **budget revisions** to the Program Budget, subject to the approval of the Director, provided that:

1. The dollar amount of all transfers among existing categories above twenty percent (20%)

of the total amount of this Agreement does not change the scope or objective of the Program funded under this Agreement;

2. New Budget categories requested do not change the scope or objective of the Program under this Agreement; and
3. Subrecipient submits Budget Revision Request along with supporting documentation explaining the need for a Budget revision.

- I. **Additional Audit Requirements.** Subrecipient shall submit to the County a single audit of its activities conducted by an independent auditor acceptable to the County if the Subrecipient receives \$750,000 or more in a year in Federal awards. Such single audit, alone with the corresponding management letter and Subrecipient's responses thereto, shall be submitted within nine months after the end of the Subrecipient's fiscal year.

If Subrecipient receives less than \$750,000 in a year in Federal Awards, no single audit shall be required. However, Subrecipient shall still submit to the County, on annual basis or upon request, an external audit of their financial statements or the following documents in order to demonstrate fiscal responsibility to the County:

1. Most current financial statements;
2. Current year's operating budget; and
3. Narrative of internal controls (financial duties)

- J. **If there is any conflict between this Attachment and the Agreement, then the most stringent terms will govern.**