



U.S. Department Of State

Federal Assistance Award Coversheet

1. Assistance Type Cooperative Agreement	
2. Award Number S-PRMCO-17-CA-1006	
3. Amendment Number	4. Amendment Type
6. Project Period From: 10/01/2016 Through: 09/30/2017	
7. Funding Period From: 10/01/2016 Through: 09/30/2017	
8. Program CFDA Number 19.510	
10. Type of Recipient U.S. Non-Profit Organization (501(c)(3))	

5. Recipient Name, Address and Contact Information  
 U.S. Conference of Catholic Bishops  
 3211 4th St NE  
 Washington, DC 20017-1104  
 UNITED STATES  
 Ph. 202-541-3296  
 Contact: Ms. Mary Morton

9. Recipient Federal Tax I.D./DUNS Number  
 DUNS:  
 EIN:

11. Award Title  
 USCCB/MRS FY2017 Reception and Placement Project

12. Purpose  
 To provide Reception and Placement (R&P) services to refugees admitted to the United States under the US Refugee Admissions Program (USRAP).

13. Issued By Bureau of Population Refugees and Migration - Comptroller  
 2201 C Street NW, 8th Floor, SA-9  
 Washington, DC 20520  
 UNITED STATES

14. Funds Certified By  
 Ms. Pamela-Marie Y Thorn  
 Financial Management Analyst  
 10/31/2016

15. Statutory Authority – Authorization  
 MRAA (Migration and Refugee Assistance act)

16. Agreement:  
 The recipient agrees to execute the work in accordance with the Notice of Award, the approved application incorporated herein by reference or as attached, and the applicable rules checked below and any subsequent revisions.  
 2 CFR 200  
 2 CFR 600  
 Approved Application Attached  
 Other – See Terms and Conditions

17. Statutory Authority - Appropriation  
 Migration and Refugee Assistance

18. Funding Distribution			
	Total Prior Costs	Total New Costs	Amended Total Costs
<b>U.S. Share of Costs</b>	\$0.00		
<b>Recipient Share of Costs</b>	\$0.00		
<b>Total Costs</b>	\$0.00		

19. Recipient Name, Title and Signature  
 \_\_\_\_\_  
 Name  
 \_\_\_\_\_  
 Signature  
 \_\_\_\_\_  
 Title \_\_\_\_\_ Date \_\_\_\_\_

20. Grants Officer Name, Title and Signature  
 Ms. Norin, Reasmy  
 \_\_\_\_\_  
 Name  
 Electronically Signed  
 \_\_\_\_\_  
 Signature  
 Grants Officer \_\_\_\_\_ 10/31/2016  
 Title \_\_\_\_\_ Date \_\_\_\_\_

21. Accounting and Appropriation Data  
 19 X11430009,2017,,1037,4122,2512,,031000,,2017FDSTRM1439,1037750501  
 Amount \$15,379,307.00

22. Send Requests for Reimbursement to:  
 US Department of Health and Human Services' Payment Management System

23. By signing this agreement, the recipient assures that it will comply with the terms and conditions of this award. Recipient is required to sign and return this document within 10 business days of the signature of the Grants Officer to the Grants Office listed in Section 13.  
 Terms and Conditions attached:  Yes  No

# AWARD ATTACHMENTS

U.S. Conference of Catholic Bishops

S-PRMCO-17-CA-1006

1. Award Provisions
2. Award Proposal Documents-Attachment A
3. Standard Terms and Conditions-Attachment B
4. Quarterly Status Report - Attachment C



## U.S. Department of State Award Provisions

### 1. Purpose/Scope of Award:

a. Purpose: **United States Conference of Catholic Bishops (USCCB)**, a non-governmental organization, (hereinafter referred to as the "Recipient") is hereby awarded a Cooperative Agreement to partially support the Recipient's expenses in administering the FY 2017 Reception and Placement Program as authorized under the applicable provisions of the Migration and Refugee Assistance Act of 1962, as amended, and the Immigration and Nationality Act, as amended (the "INA"). The Recipient shall:

- 1) arrange for the reception and placement of refugees in the United States and offer appropriate assistance during their initial resettlement in the United States;
- 2) provide refugees with basic necessities and core services during their initial period of resettlement; and
- 3) in coordination with publicly supported refugee service and assistance programs, assist refugees in achieving economic self-sufficiency through employment as soon as possible after their arrival in the United States.

b. The Recipient shall carry out the Agreement in accordance with its proposal dated August 17, 2016, and any revisions to which both parties agree to in writing. The above-mentioned proposal is hereby incorporated by reference (Attachment A) and made an integral part of the Agreement. The period of this agreement shall be from October 1, 2016 through September 30, 2017.

c. Statement of Overall Reception and Placement (R&P) Program Objectives and Indicators: The Recipient agrees to:

- 1) promote effective resettlement through community involvement including, but not limited to, coordination with ethnic and other community-based, public, and private organizations and through consultation and coordination with state and local public officials involved in assisting refugees;
- 2) promote refugee placement through agencies that maximize the use of private resources and programs;
- 3) promote the placement of all refugees in areas conducive to the attainment of economic self-sufficiency;
- 4) maintain the capability and flexibility to receive and place new caseloads, including refugees with special needs, and to shift program and staff resources to reflect changing refugee populations and arrival patterns;
- 5) ensure that R&P core services and basic needs support are made available in an appropriate language to refugees through its nationwide network of affiliated offices;

- 6) ensure that each refugee receives the following R&P basic needs support and core services according to standards included in the Cooperative Agreement within the specified time frame, and that provision of such services is well-documented in case files:
  - a) Sponsorship assurance;
  - b) Pre-arrival planning;
  - c) Reception;
  - d) Basic needs support for at least 30 days, including the provision of: safe, sanitary, and affordable housing; essential furnishings; appropriate food, food allowances and other basic necessities; necessary clothing; assistance applying for social security cards; assistance in obtaining health screenings and assistance accessing other necessary health and mental health services; assistance in obtaining appropriate benefits, other social services, and English language instruction; assistance with enrollment in employment services; assistance registering children in school; and transportation to job interviews and job training;
  - e) At least two home visits within the first 30 days and a third home visit to permanent housing if the refugee moves from temporary housing within the R&P period;
  - f) Case management, including the development and implementation of individualized service plans during the initial 30-day period;
  - g) Cultural orientation, with appropriate language interpretation as needed; and
  - h) Assistance to refugee minors resettled in non-parental family units, as required: initial placement suitability assessments; orientation to U.S. child welfare requirements; assistance regarding guardianship and legal obligations in caring for the child; regular and personal contact; and follow-up assessments and suitability determinations;
- 7) ensure effective monitoring of local affiliates performing R&P services in accordance with the Cooperative Agreement;
- 8) achieve R&P performance outcomes, specifically:
  - a) Refugee is in a safe, stable environment.
    - i. Refugee is picked up at the airport upon arrival with appropriate language interpretation as needed.
    - ii. Refugee is placed in a safe dwelling.
    - iii. Refugee is placed in an affordable dwelling.
    - iv. Refugee has basic necessities.
  - b) Refugee can navigate appropriate and relevant systems.
    - i. Refugee can access/use appropriate transportation.
    - ii. Refugee obtains own food and basic needs.
    - iii. Refugee obtained social security card and other identification as needed.
    - iv. Refugee accesses health care.
    - v. Refugee demonstrates ability to contact emergency services.
    - vi. Refugee children are enrolled in school within 30 days of arrival.
    - vii. Refugee knows where to get assistance to file paperwork to bring family members to the United States.
    - viii. Refugee knows how to ask for interpretation services.
  - c) Refugee family is connected to means of ongoing support for self/family.
    - i. Refugee is connected to or enrolled in eligible services.

- ii. Refugee is financially supported (or self-sufficient).
- iii. Refugee can explain where the household money will come from when the initial assistance is finished.
- d) Refugee understands surroundings and situation.
  - i. Refugee knows his/her address, knows how to make phone call, and how to be contacted.
  - ii. Refugee understands the effects of moving.
  - iii. Refugee knows the role of the local resettlement agency and expectations of the local resettlement agency and self.
  - iv. Refugee has a basic understanding of U.S. laws and cultural practices; and
- 9) ensure that R&P program and performance information is accessible to the public.

d. Statement of Specific Recipient Objectives and Indicators:

- 1) Ensure sound and timely operations to appropriately prepare and plan for refugee arrival to the United States with the following goals.
  - a) Percentage of non-expedited assurances that are submitted on or before the deadline. Target: 95%
  - b) Percentage of complex medical cases that are selected during allocations. Target: equivalent to overall Agency caseload percentage.
  - c) Percentage of refugees who do not out-migrate from their location of initial placement. Target: 95%
  - d) Percentage of cases selected for the RPP at allocations which were assured within four weeks. Target: 65% of total RPP cases assured during quarter
- 2) Recipient management provides sound oversight and support to maintain a flexible, well-equipped, and knowledgeable affiliate network.
  - a) Percentage of recommendations related to training made by PRM during affiliate monitoring which are resolved within three months of release of the final monitoring report. Target: 100%
  - b) Percentage of affiliates that have been monitored at least once in the previous three fiscal years. Target: 100%
- 3) Recipient's affiliates deliver timely and individualized services that promote refugee well-being and self-sufficiency.
  - a) Number and percentage of recommendations related to the provision of core services and basic needs support made by PRM during affiliate monitoring which are resolved within three months of release of the final monitoring report. Target: 100%
  - b) Number of complaints received by PRM related to the provision of core services and basic needs support that PRM determines to be valid. Target: zero (0)
- 4) Recipient's affiliates regularly engage, inform, and consult resettlement partners, stakeholders, and communities.
  - a) Percentage of affiliates compliant with quarterly consultation requirements. Target: 90%
  - b) Average number of community engagement events/presentations conducted per affiliate per quarter. Target: one (1)

- 5) Recipient's affiliates ensure that refugees are connected to services and oriented to their new communities.
  - a) Percentage of refugee adults who receive cultural orientation in accordance with the Cooperative Agreement. Target: 95%
  - b) Number and percentage of recommendations related to refugee understanding of orientation made by PRM during affiliate monitoring which are resolved within three months of release of the final monitoring report. Target: 100%
  - c) Percentage of refugees connected to ongoing services. Target: 95%

**2. Grants Officer Contact Information:**

Reasmy Norin  
Grants Officer  
Office of the Comptroller  
Bureau of Population, Refugees, and Migration  
United States Department of State  
2201 C Street, NW, 8th Floor, SA-9  
Washington, DC 20520  
NorinRC@state.gov  
Phone 202-453-9233  
Fax 202-453-9395

**3. Grants Officer Representative (GOR):**

Kiera Berdinner  
Program Officer  
Office of Admissions  
Bureau of Population, Refugees, and Migration  
United States Department of State  
2201 C Street, NW, 8th Floor, SA-9  
Washington, DC 20520  
BerdinnerKR@state.gov  
Phone 202-453-9259  
Fax 202-453-9332

**4. Post-Award Compliance:**

Department of State Standard Terms and Conditions (Attachment B) are incorporated by reference and made part of this Notice of Award. Electronic copies containing the complete text are available at: <https://statebuy.state.gov>, under Resources select Terms and Conditions to access the terms and conditions.

The Recipient and any sub-recipient, in addition to the assurances and certifications made part of the Notice of Award, must comply with all applicable terms and conditions during the project period.

**5. Authorized Budget Summary:**

All expenditures paid with funds provided by this Agreement must be incurred for authorized activities, which take place during this period, unless otherwise stipulated.

Payment of funds under this Agreement will not be disbursed until the DOS has been assured that the Recipient’s financial management system will provide effective control over and accountability for all Federal funds in accordance with 2 CFR 200.300 – 200.303.

<b>Budget Categories</b>	<b>Amount</b>
1. Personnel	
2. Fringe Benefits	
3. Travel	
4. Equipment	
5. Supplies	
6. Contractual	
7. Construction	
8. Other Direct Costs a. Refugee Per Capita b. Affiliate Per Capita c. Other: Professional Fees: Space/Utilities: Other:	
9. Total Direct Costs (lines 1-8)	
10. Indirect Costs (38.7% provisional rate of salaries)	
11. Total Costs (lines 9-10)	
12. Recipient Share	

a. Any anticipated purchase of non-expendable equipment, such as computers or vehicles with an acquisition cost of \$5,000 or more per unit and were not part of the approved budget (Attachment A to this agreement), requires the prior written approval of the Bureau.

b. If any part of the costs of goods and services charged under this agreement are collected from or reimbursed by the refugees or other sources, such collections shall be paid promptly to the Department or off-set against charges to the agreement; thereby, ensuring that no charges to this agreement results in duplicated reimbursement to the Recipient.

c. Local Offices/Affiliates and Services to Refugees Per Capita Grant

- 1) The Bureau shall provide the Recipient a fixed per capita grant of \$2,075.00 per refugee admitted under Section 207 of the INA who is assigned to the Recipient pursuant to this agreement for a total of up to 6,871 refugees who are expected to arrive in the United States during the period October 1, 2016 through September 30, 2017. It is the intent of the Bureau that the per capita grants shall be spent in their entirety on expenses related to

meeting the material needs of refugees and providing services to them, within the parameters of this subsection 5.c.

- 2) Of the \$2,075.00 fixed per capita grant:
  - a) At least \$1,125.00 (refugee per capita) is to be provided in its entirety to the affiliate or local entity to which the refugee is assigned and is to be used to cover payments made by the affiliate or local entity to or on behalf of individual refugees for cash disbursement or for material goods, as needed, to meet the requirements of the program;
    - i. No less than \$925.00 of this \$1,125.00 must be spent on behalf of the refugee by the affiliate or local entity to which the refugee is assigned during that refugee's R&P service delivery period;
    - ii. Up to \$200.00 of this \$1,125.00 may be spent on behalf of other vulnerable refugees assigned to the same affiliate or local entity who have unmet needs during their R&P period;
  - b) No more than \$950.00 (affiliate per capita) may be used to partially cover the actual expenses of the affiliates or local entities to which refugees are assigned in providing reception and placement services, including expenses that will lower the client-to-staff ratio, support positions that will coordinate volunteers or develop resources for the R&P program, deliver cultural orientation to refugees, and/or otherwise improve the quality of the R&P services received by refugees.
  - c) The Recipient will demonstrate through the reporting required under this agreement that the amounts funded for the per capita grants were provided by the Recipient in their entirety to affiliates or local entities based on the total number of refugees assigned to the Recipient during the period of October 1, 2016 through September 30, 2017.
- 3) Payment of the amounts specified in subsection 5.c.2(a) shall be made only for the number of assigned refugees who actually arrive in the United States during the period October 1, 2016 through September 30, 2017, but in no case shall the total payment of refugee per capita funds exceed [REDACTED] during this period.
- 4) Payment of the amounts specified in subsection 5.c.2(b) may be made in advance of actual refugee arrivals and shall be for the actual expenses of affiliates or local entities up to [REDACTED] OR shall be made only for the number of assigned refugees who actually arrive in the United States during the period October 1, 2016 through September 30, 2017, whichever is higher. In no case shall the total payment of affiliate per capita funds exceed [REDACTED] during this period.
- 5) This agreement may be amended to reflect the actual number of refugee arrivals during the period October 1, 2016 through September 30, 2017 and to adjust the amount of funds accordingly.

d. The funds awarded under this agreement may be used only for the performance of the Recipient's responsibilities authorized herein for the provision of reception and placement services and may not be used to cover expenses of other activities or services that may be provided to refugees during their resettlement. For example, funding provided under this agreement shall not be used to cover any expenses of collecting the IOM Promissory Note.



e. The affiliate per capita funds earned under this agreement must be used in their entirety to cover affiliate or local entity expenses and shall not be used to cover national management expenses, as specified in subsection 5.c.2.

f. The refugee per capita funds earned under this agreement must be used in their entirety to cover cash disbursements to refugees and/or purchases of material goods on their behalf at the Recipient's affiliate or local entity for which the refugee is assigned and shall not be used to cover national management expenses, as specified in subsection 5.c.2.

g. In the event that the Recipient's activities related to the performance of its responsibilities under this agreement are also eligible for funding under other federal government grants or agreements, the Bureau and the Recipient shall consult each other and any other federal agency concerned to prevent attribution of the same expenditures to two (2) separate federal funding agreements.

h. National Management. Any unexpended funds available to the Recipient for national management expenses at the end of the validity period of this agreement must be returned to the Bureau and may not be used to cover affiliate or local entity expenses or for payments to or on behalf of refugees.

i. Per Capita Funds

- 1) Any unexpended per capita funds designated for affiliate or local entity expenses may be used to continue authorized basic needs support and core services beyond the R&P period for refugees assigned under this agreement, excluding payments to or on behalf of refugees which must be expended by the end of the R&P period.
- 2) Per capita funds designated for payment to or on behalf of each refugee may be used only to cover direct payments to or on behalf of each refugee and must be expended by the end of their R&P period. A minimum of \$925 per capita must be spent on each refugee.
- 3) Up to \$200 per capita of funds designated for payment to or on behalf of refugees may be used only to cover direct payments to or on behalf of any refugee placed at the affiliate or local entity that received the per capita.
- 4) All per capita funds earned under this agreement, however, must be expended no later than three (3) months following September 30, 2017 from which funded and reported as part of the final or interim final financial report for the period October 1, 2016 through September 30, 2017. Funds remaining at the end of the above-specified period shall be returned to the Bureau.
- 5) Any interest accrued on per capita funds made available under this agreement may be expended only (1) for the Recipient's responsibilities under this agreement; and (2) within the same time period specified in subparagraph 4) above. Interest remaining at the end of such period shall be returned to the Bureau.
- 6) With the written approval of the Bureau, the Recipient may enter into funding arrangements with other voluntary organizations participating in the Bureau's initial reception and placement program that will ensure that each organization is reimbursed for the actual number of refugees to whom it has provided services required by this agreement.

j. Transportation. Funds awarded under this agreement may not be used for travel outside the fifty (50) United States without the prior written approval of the Bureau. All approved international travel to be paid with funds awarded under this agreement shall be performed on U.S. flag carriers to the extent such service is available in accordance with the provisions of the "Federal Travel Regulations."

## 6. Payment Method

a. Payments under this award will be made through the U.S. Department of Health and Human Services Payment Management System (PMS). The Payment Management System instructions are available under the PMS website and can be accessed at the following address: <http://www.dpm.psc.gov/>. Recipients should request funds based on immediate disbursement requirements and disburse funds as soon as possible to minimize the Federal cash on hand in accordance with the policies established by the U.S. Treasury Department and mandated by the OMB Regulations.

b. Requests for reimbursement of National Management Expenses shall be submitted separately from requests for other funds and only in amounts that are required to meet the immediate cash needs of this activity.

c. Requests for payment of the per capita shall be submitted only for those assigned refugees who have actually arrived in the United States.

## 7. Reporting and Monitoring

The Recipient must submit required program, financial, and inventory reports to the Bureau's Office of the Comptroller through the GrantSolutions grants management System at [www.grantsolutions.gov](http://www.grantsolutions.gov). The Recipient must submit required reports to the Office of the Comptroller using the Grant Notes functionality for this agreement number. The subject line of the Grant Note transmitting the report must include the Report Type and Reporting Period.

The Recipient is required to submit quarterly program and financial reports based on the schedule outlined below. The first page of the Performance Progress Report Form (SF PPR) must be submitted with all program reports. The Federal Financial Report (FFR SF-425/SF-425a) must be submitted for all financial reports. These forms can be accessed at: <https://www.statebuy.state.gov>. **Failure to comply with these reporting requirements may jeopardize the Recipient's eligibility for future Agreements.**

The Recipient must submit performance reports using OMB-approved government-wide standard information collections when providing performance information. As appropriate in accordance with above mentioned information collections, these reports will contain, for each Federal award, brief information on the following unless other collections are approved by OMB:

- a. A comparison of actual accomplishments to the objectives of the Federal award established for the period. Where the accomplishments of the Federal award can be quantified, a computation of the cost (for example, related to units of accomplishment) may be required if that information will be useful. Where performance trend data and analysis would be informative to the Federal awarding agency program, the Federal awarding agency should include this as a performance reporting requirement.
- b. The reasons why established goals were not met, if appropriate.
- c. Additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.

Program Progress Report Schedule and Requirements:

<u>Quarter Start Date</u>	<u>Quarter End Date</u>	<u>Report Due Date</u>
October 1, 2016	December 31, 2016	January 31, 2017
January 1, 2017	March 31, 2017	April 30, 2017
April 1, 2017	June 30, 2017	July 31, 2017
July 1, 2017	September 30, 2017	December 31, 2017

The final three (3) month report should also contain a brief summary of the activities carried out during the full period of the agreement.

Each report should address the objectives and indicators set forth in Section 1.c. and 1.d. and the extent to which they were accomplished. The Performance Progress Report (SF-PPR) is a standard, government-wide performance reporting format available at: <https://www.statebuy.state.gov/fa/Pages/Forms.aspx>. Recipients must submit the signed SF-PPR cover page with each program report.

**Quarterly R&P Program Report**

The Recipient shall include in the Program Progress Report a brief summary of:

- 1) program activities, such as conferences, workshops, and training or other activities funded through this agreement;
- 2) the Recipient's affiliate monitoring activities to include findings and recommendations on each affiliate monitored;
- 3) a discussion of actions taken to address any identified weaknesses in R&P core service delivery, including follow-up on corrective actions taken as a result of prior Recipient or Bureau monitoring;
- 4) evidence of final compliance with all prior Recipient or Bureau monitoring findings and recommendations;
- 5) the number and percentage of affiliates in compliance with the requirements for community consultations, as well as best practices and issues that prevent adequate resettlement in a given community or result in changes in the Recipient's placement plans; and

- 6) the number of arrived refugees that were served as remote case placements as well as the city and state where they were placed, and shall describe any trends observed among remote case placements.

### **Annual Report**

The Recipient shall submit no later than March 31, 2018, a report to be submitted by the Bureau to Congress pursuant to Section 412(b)(7)(E) of the INA. The report will be considered timely if submitted on or before the due date. Such report shall describe for the period October 1, 2016 through September 30, 2017:

- 1) the number of refugees placed by county of placement and the total expenditures incurred during the year, including the proportion of such expenditures used for administrative purposes (National Management) and for provision of services (Local Offices/Affiliates and Payments to or on Behalf of Refugees);
- 2) to the extent the information is available, the Recipient will make its best effort to determine the proportion of refugees placed during the agreement period by the Recipient and who, on September 30, 2017, are receiving publicly funded cash or medical assistance;
- 3) the Recipient's program to monitor placement of the refugees and the activities of its affiliates and local entities;
- 4) the efforts by the Recipient and its affiliates and local entities to coordinate with local social service providers so as to avoid duplication of services;
- 5) the efforts by the Recipient and its affiliates and local entities to notify public welfare offices of refugees who have been offered employment and to provide documentation to public welfare offices to which refugees have applied for cash assistance concerning cash or other resources directly provided to such refugees;
- 6) the efforts of the Recipient's affiliates and local entities to inform appropriate public health agencies of the arrival of refugees known to have medical conditions affecting the public health and requiring treatment; and
- 7) any complaints received from beneficiaries about provision of services by the Recipient pursuant to this agreement.

### **R&P Period Reports**

A copy of the R&P period report form will be provided to the Recipient. Data from this form will be submitted to the Refugee Processing Center (RPC) no later than the 15<sup>th</sup> day of the second month following the end of the R&P period, and shall be considered timely if electronically submitted on or before the due date. The report shall be submitted to the RPC at Incoming-Datafiles@wrapsnet.org. The Recipient will retain the reported information for a period of not less than one year from the date of arrival, and will make it available for review by the Bureau upon request.

### **Federal Financial Report Schedule and Requirements**

Financial reports shall be submitted within thirty (30) days following the end of each calendar year quarter (January 30th, April 30th, July 30th, and October 30th) during the validity period.

A preliminary final financial report covering the entire period of the agreement shall be submitted within ninety (90) days after the expiration date of this agreement and then updated and submitted on March 31, 2018. This preliminary final report shall include the total charges for each budget category reflected in Section 5 including charges for post-performance activities such as audits and evaluations. Should the Recipient have awarded \$15,000 or more to a sub-recipient for the implementation of a portion of this project, the reports shall identify the name and amount of funds given to each sub-recipient organization.

Should the funds provided under this cooperative agreement reimburse the Recipient for only a portion of the total costs of this project with additional costs being covered from other Federal or private resources, the financial reports required by the Bureau must reflect the costs to be charged to the Bureau's cooperative agreement and those costs to be charged to other financial resources for the total cost of the project.

Reports reflecting expenditures for the Recipient's overseas and United States offices shall be completed in accordance with the Federal Financial Report (FFR SF-425) and submitted electronically in the Department of Health and Human Services' Payment Management System and transmitted as a Grant Note through [www.grantsolutions.gov](http://www.grantsolutions.gov).

Expenses to be charged against this agreement must be for actual costs incurred for authorized activities that are adequately documented and that can be confirmed through an audit. Expenses based on an average or prorated share of costs that do not represent individually identified costs or those that cannot be specifically confirmed through an audit shall not be charged to or reported under this agreement.

Should the Recipient receive refunds or rebates after the reporting period, these must be returned with a revised preliminary final financial report within thirty (30) days of the receipt of such refunds or rebates.

For the Recipient that has an approved USG indirect cost rate: A final financial report, including any allowable post performance charges for an audit and/or an evaluation, shall be submitted within sixty (60) days from the date the Recipient countersigns an indirect cost rate agreement with its cognizant government agency that establishes final rates applicable to the validity period of this agreement. This final financial report shall have the authorized charges detailed by the time period covered by each different indirect cost rate in effect during the validity period of this agreement.

### **Reconciliation of Claimed Refugee Sponsorships**

The Recipient shall reconcile with the RPC within sixty (60) days its claimed arrivals each month. A final summary of the Recipient's claimed arrivals for the period October 1, 2016 through September 30, 2017 must be reconciled with the RPC no later than December 31, 2017.

### **Inventory Report**

A report shall be submitted within thirty (30) days prior to the expiration of this agreement listing all items and purchase price of all non-expendable tangible personal property having a useful life of more than one year and having a current per unit fair market value of \$5,000 or more per unit which were purchased with funds provided under this agreement. This report must include the following information for each item purchased: description, date of purchase, serial number, and the country in which the item was used.

This required inventory report shall include any items of non-expendable tangible personal property that were purchased under a previous Bureau funding arrangement that continue to be used in activities funded under this agreement.

The required inventory report shall also include the Recipient's specific recommendations for the disposition of each item of non-expendable tangible personal property. In certain circumstances, the proposed disposition may include a recommendation to retain specified items for continued use in other Bureau funded activities or similar activities carried out by the Recipient. If such property is no longer required for authorized activities, a recommendation for final disposition, e.g., sale, donation or disposal, shall be specified.

### **Quarterly Status Report**

The Recipient shall submit calendar quarterly status reports, in the formats attached hereto as Attachment C. The Attachment C reports shall be submitted within thirty (30) days following the end of each calendar year quarter (January 30<sup>th</sup>) during the validity period and transmitted as a Grant Note through [www.grantsolutions.gov](http://www.grantsolutions.gov). Proposed revisions or adjustments to the report may only be made within the subsequent sixty (60) days following the report deadline for each calendar quarter or ninety (90) days from the end of the calendar quarter. Adjustments to direct costs proposed subsequently to this ninety (90) day period will not be considered for reimbursement under this agreement, except for possible charges for post-performance activities such as audits, evaluations and adjustments for indirect costs.

In recognition of the delay in determining final per capita earnings based on final reconciliation of arrivals, the Recipient may adjust the allocation of expenses between per capita and private resources, but may not increase expenses, during the one hundred twenty (120) day period for submission of the final expenditure report.

A final Attachment C report for expenditures together with a summary report of the previously reported quarterly expenditures shall be due March 31, 2018. This report is to include any proposed revisions or adjustments to direct costs and to include earned income based on the reconciliation of arrivals with the Refugee Processing Center. After this date, no revisions or adjustments of direct expenditures or adjustments of direct costs charges or earned per capita income will be recognized for consideration under this agreement.

**For National Management expenses:** In addition to the SF-425 required above, a listing of total expenditures by the Items of Expenditure Categories set forth in Attachment C of this agreement reflecting separately the costs being charged to this agreement and those charged to other sources. The quarterly line item expenditure reports must be transmitted as a Grant Note through [www.grantsolutions.gov](http://www.grantsolutions.gov).

**For Local Office/Affiliate and Payments to or on Behalf of Refugees expenses:** In addition to the SF-425 required above, a reporting of expenditures shall be completed as set forth in Attachment C of this agreement that indicate per capita income earned during the reporting period, expenditures incurred chargeable to per capita funds, and the total amount of non-Federal funds used to augment the per capita funds. This information is to be provided by affiliate noting the affiliate RPC code and city, number of refugees arrived, affiliate expenses per capita expenditure, and per capita expenditures to or on behalf of refugees during the quarter as set forth in Attachment C. The quarterly expenditure reports must be transmitted as a Grant Note through [www.grantsolutions.gov](http://www.grantsolutions.gov).

### **Availability of Per Capita Funds**

A written statement must be submitted on or before December 31, 2017 as a Grant Note through [www.grantsolutions.gov](http://www.grantsolutions.gov) reporting the amount of per capita funds and accrued interest unexpended and available as of October 1, 2017. This statement must confirm the amount of those funds that were expended and reported as a part of the quarterly financial reports for the period October 1, 2016 through September 30, 2017.

Should the Recipient have any unexpended per capita funds as of the financial report due on March 31, 2018, such funds must be returned to the Bureau no later than April 30, 2018.

### **IOM Promissory Note Repayments**

The Recipient shall submit as a Grant Note through [www.grantsolutions.gov](http://www.grantsolutions.gov) quarterly reports of transportation loan repayments indicating amounts repaid and remitted to the International Organization for Migration within thirty (30) days of the end of each reporting period. The reports shall be due on or before January 30, 2017, April 30, 2017, July 30, 2017, and October 30, 2017.

### **8. Acknowledgement of DOS or USG involvement:**

The Recipient shall acknowledge the involvement of the USG, as outlined in the Department of State Standard Terms and Conditions, Attachment B.

### **9. Waiver of the Publications for Professional Audiences: N/A**

### **10. Pre-Award Costs:**

The Department of State hereby agrees to reimburse the recipient for costs incurred and considered allowable within the amounts of the Authorized Budget – Section 5. This pre-award condition applies to costs incurred from October 1, 2016 until the date of the award.

### **11. Substantial Involvement:**

The Recipient shall carry out its operational and administrative responsibilities hereunder in close coordination with and under the direction of the Bureau. For the information of the Recipient, responsibilities relevant to this agreement are allocated as follows:

a. Bureau

1) Office of Admissions

Acting as the Grants Officer's representative:

- a) Provides overall policy guidance and program direction.
- b) Reviews and comments on proposed budget for the Recipient.
- c) Reviews and comments on proposed changes or revisions in terms of this agreement.
- d) Monitors and evaluates the general performance of the Recipient's operations under this agreement to ensure that the established responsibilities and objectives are being successfully met, maintains contact, including site visits and liaison, with the Recipient, assists the Grants Officer in the review of required Recipient Program and Financial Progress Reports to verify timely and adequate performance, and provides the Bureau regular written reports on whether performance is in compliance with all the terms and conditions of this agreement.

2) Office of the Comptroller

- a) Reviews and negotiates with the Recipient's headquarters the Recipient's budget and any subsequent requests for funding.
- b) Prepares and executes the cooperative agreement, interprets the terms thereof, arranges for payment, works with the Recipient's headquarters for the overall administration of the funded activities, and is the mandatory control point of record for all official communications and contacts with the Recipient that may affect the budget, the project scope, or terms and conditions of the award.
- c) Considers requests for amendments to the cooperative agreement and, upon determination of appropriateness, prepares and executes formal amendments to the cooperative agreement. Only the Grants Officer may amend the cooperative agreement.
- d) Monitors and evaluates the Recipient's performance in providing refugee transportation loan services.

**12. Program Income:** N/A



**13. Cost-Sharing:** N/A

**14. Sub-recipients:** N/A

**15. Additional Bureau Specific Requirements:**

Responsibilities of the Recipient: The Recipient shall perform its responsibilities under this agreement in coordination with the Bureau and in a manner consistent with United States law and policy.

a. Program Management

- 1) The Recipient shall provide the core services specified in section 16 below to refugees who are assigned to it under this agreement and who arrive in the United States during the period of this agreement in a manner consistent with United States law and policy.
- 2) In compliance with the Bureau's policy that all funded activities be implemented in a manner that fully meets the standard of conduct established by the Inter-Agency Standing Committee (IASC) Task Force on Protection from Sexual Exploitation and Abuse in Humanitarian Crises, ensure that the activities conducted with funds provided under this agreement are implemented in accordance with the Recipient's established code of conduct submitted to the Bureau in its proposal (Attachment A). Should any change be made to the Recipient's code of conduct during the validity period of this agreement, inform the Bureau in writing within thirty (30) days of the changes for consideration of whether the revised code continues to meet the Bureau's standard of core principles.
- 3) The Recipient is reminded that U.S. Executive Order and U.S. law prohibits transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the Recipient to ensure compliance with these Executive Orders and laws. This provision must be included in all sub-contracts/sub-awards issued under this agreement.
- 4) The U.S. Government is opposed to prostitution and related activities, which are inherently harmful and dehumanizing, and contribute to the phenomenon of trafficking in persons. None of the funds made available under this agreement may be used to promote, support, or advocate the legalization or practice of prostitution. Nothing in the preceding sentence shall be construed to preclude assistance designed to ameliorate the suffering of, or health risks to, victims while they are being trafficked or after they are out of the situation that resulted from such victims being trafficked. This provision shall be incorporated into all sub-agreements under this agreement. The Recipient does not promote, support, or advocate the legalization or practice of prostitution.
- 5) Branding and Marking Strategy: State in all appropriate publications, electronic and printed descriptions, including press releases, annual reports, and financial statements that reception and placement activities conducted under this agreement are paid for, in part, through financial assistance provided by the Department of State.
- 6) Accord the Bureau and its authorized representatives the legally enforceable right to examine, audit and copy, at any reasonable time, all records in its possession pertaining to this agreement.

- 7) Assist the Bureau, as appropriate, in evaluating the Recipient's performance under this agreement by facilitating access to all relevant records and to all persons directly involved under this agreement.
- 8) Permit the Bureau to make available to the public the Recipient's performance outcomes, the Bureau's monitoring reports on the Recipient and its affiliates, and the Recipient's final consolidated placement plan, in a manner to be determined by the Bureau.

b. **Prior Approval Requirements and Revision of Budget and Program Plans.** The Recipient must submit all requests for prior approvals and revisions required under this award in writing to the GO/GOR, before the project period end date indicated on form DS-1909. Final approval is subject to review and acceptance by the GO. The transfer of funds among direct cost categories or programs, functions and activities for which the cumulative amount of such transfers exceeds or is expected to exceed 10 percent of the total approved budget (see 2 CFR 200.308(e)) requires prior approval by the GO by way of amendment.

## **16. Specific Conditions: Reception and Placement Program Core Services**

### a. Definitions

For the purposes of this agreement and the Attachments thereto, which are an integral part of it:

- 1) **"Refugee"** means a person admitted to the United States under section 207(c) of the Immigration and Nationality Act, as amended, or a person to whom eligibility for the resettlement assistance available to individuals admitted under section 207(c) has been extended by statute.
- 2) **"Agency"** means a public entity or a private nonprofit organization, registered as such with the Internal Revenue Service under 26 U.S.C. 501(c)(3), having a cooperative agreement with the Bureau for reception and placement services.
- 3) **"Affiliate"** means:
  - a) a regional office of an Agency, which is part of the corporate structure of the Agency;
  - b) a public entity or a private nonprofit legal entity which has accepted in a written agreement with the Agency responsibility to provide, or ensure the provision of, reception and placement services to certain refugees sponsored by an Agency; or
  - c) a sub-office of an entity referred to in subparagraph 2) "Agency" above that the Recipient proposes for affiliate status in the proposal for the FY 2017 program or during the course of the year, and that the Bureau agrees in writing may serve as an affiliate. A "sub-office" is defined as an office where reception and placement services are provided and refugee case files are maintained during the reception and placement period with management oversight provided by a nearby affiliate office.
- 4) **"Local co-sponsor"** means an established community group, such as a congregation or service organization, which has accepted in a written agreement with an Agency responsibility to provide, or ensure the provision of, reception and placement services to certain refugees sponsored by an Agency. Individuals or informal groups may not serve

as local co-sponsors. Local co-sponsors differ from volunteers in that they agree in writing to accept responsibility for performing certain services required in this agreement.

- 5) **“Local resettlement agency”** means “Affiliate” (see above).
- 6) **“The Refugee Processing Center”** (RPC) means the center located at 1401 N. Wilson Boulevard, Arlington, Virginia 22209, which will manage, on behalf of the Bureau, data processing of refugee cases.
- 7) **“Assurance”** means a written commitment, submitted by a Recipient, to provide, or ensure the provision of, the basic needs support and core services specified in subsections 16.3.g.1 through 16.3.g.6 of the cooperative agreement for the refugee(s) named on the assurance form.
- 8) **“Reception and Placement period”** (R&P period) means an initial thirty (30)-day period that can be extended up to ninety (90) days after arrival should more than thirty (30) days be required to complete R&P Program requirements.
- 9) **“Employable refugee”** means any refugee who is between the ages of 18 and 64 other than a refugee who:
  - a) is required to be in the home to care for a child under one year of age or other fully dependent person (only one adult per household unit may be considered to be in this category); or
  - b) is unable to work for physical or mental health reasons.
- 10) **“Loan Services”** means those activities deemed appropriate through consultation with the International Organization for Migration and the Bureau to ensure that maximum efforts are made to conduct required loan activities for refugees signing Promissory Notes executed by IOM for funds advanced by the Bureau to cover transportation costs to the United States.
- 11) **“Appropriate language interpretation/translation”** means interpretation/translation which allows for communication with the refugee in his/her native language, if possible, or in a common language in which the refugee is fluent.
- 12) **“Local entity”** means an established organization which has accepted in a written agreement with the Agency responsibility to provide, or ensure provision of, reception and placement services to certain refugees sponsored by the Agency. Individuals or informal groups may not serve as local entities.

b. Performance Standards

The Bureau will evaluate Recipient performance on an ongoing basis and will expect timely Recipient cooperation to remedy any identified weaknesses in affiliate, sub-office, or Recipient performance. The Bureau may find it necessary to restrict placement of cases to affiliate offices for a period of time to allow for corrective action by the national Agency.

The Recipient will permit the Bureau to monitor its affiliates and local entities upon advance notice, and, when Bureau on-site or telephonic monitoring results in recommendations for modifications in the operations of an affiliate of the Recipient or a local entity, respond to the Bureau's recommendations in writing and ensure that required modifications are implemented at the local level within the specified time-frame. If the Recipient fails to comply with this provision, the Recipient may be prohibited by the Bureau from utilizing funds received under this agreement for further resettlement by the affiliate or local entity in question.

The Bureau will evaluate Recipient performance in the following areas:

- 1) Reception and Placement Program Objectives and Indicators and Recipient Objectives and Indicators as stated in Section 1.c. and 1.d.
- 2) National Agency Program Management
  - a) Staff training  
Headquarters shall have in place a formal plan for training new headquarters staff and affiliate directors, and should ensure that each affiliate has a structured training plan for each of its new employees. Headquarters shall also have in place a mechanism for training existing staff at all levels on changes that occur in the R&P Program, as well as local and national legislative changes that affect refugee resettlement. Training for new and existing staff at all levels shall include the national and/or local established code of conduct.
  - b) Communication with Affiliates on Policy Changes  
Headquarters shall have in place mechanisms for informing affiliates of policy changes and shifts in expected refugee arrivals. Headquarters shall also have in place mechanisms for informal communications with affiliates on everyday resettlement issues.
  - c) Strategy for Site Selection  
Headquarters shall have in place a coherent strategy for selecting resettlement sites and placement of individual refugee cases. That strategy should show evidence of adaptability to new circumstances, e.g., influx of new populations, welfare or economic changes in any given location. Such strategy should also provide adequate justification for continued use of a site with poor employment outcomes.
  - d) Corrective Action on Program Deficiencies  
Headquarters shall maintain records of corrective actions taken and evidence of final compliance by affiliates in response to recommendations made by headquarters and Bureau monitors during on-site and telephonic monitoring reviews. These records should show evidence of follow-up as needed, and should address each recommendation made by the monitors.
  - e) Employment of Refugees  
Although the Recipient is not required to effect job placement through its own efforts, this agreement requires that the Recipient provide employment orientation and assistance with enrollment in appropriate employment services. Refugee program service providers or other resources available in the community may accomplish job placement. Since employment is recognized as one of the significant elements in successful resettlement, the Recipient will determine the employment status of each employable refugee at the end of the R&P period.
  - f) Out-Migration of Refugees  
The Bureau will review the Recipient's out-migration performance as a part of its annual review.
  - g) On-Site Affiliate Monitoring
    - i. Frequency of Monitoring

Headquarters shall maintain records verifying that it conducts on-site monitoring of each affiliate and sub-office in its network at least every three (3) years, unless the office has resettled fewer than twenty-five (25) refugees during the previous fiscal year. Headquarters should perform and document monitoring of a new affiliate or sub-office within twelve months of the date opened in WRAPS. Headquarters should also perform and document monitoring visits to affiliate offices that have experienced a turnover in resettlement directors within one (1) year of the new director's appointment, which resets the three (3)-year monitoring cycle for that affiliate. Bureau exceptions to these requirements, which should be requested only in exceptional circumstances, should also be documented.

ii. Written Reports

Headquarters monitors shall write a formal report for each monitoring visit they conduct. The reports shall include:

- (a) a description that quantifies and qualifies how the affiliate coordinates volunteers and develops private resources for Reception and Placement activities;
- (b) evidence of the affiliate's policy on how refugee per capita funds beyond the \$925 per person minimum are spent;
- (c) a narrative statement describing the affiliate's R&P program, including quality of housing, local services, and the local resettlement environment;
- (d) evidence of a review of the affiliate's performance and compliance with R&P requirements;
- (e) evidence of contacts made by the monitor(s) with state and local refugee program officials, including the state refugee coordinator and state refugee health coordinator;
- (f) evidence of compliance with quarterly stakeholders meeting requirements;
- (g) evidence of the affiliate's training for new and existing staff;
- (h) evidence of the affiliate's policy on protection from sexual exploitation and abuse;
- (i) evidence of the monitor's review of five percent (5%) (but not fewer than ten (10) cases, nor more than thirty (30) cases) of all case files for cases which arrived during the preceding twelve (12)-month period, including a representative sample of local co-sponsor placement, if applicable. The monitoring report must indicate whether the case files contained fully completed and implemented service plans for each member of the family, evidence of timely and compliant delivery of all required services, evidence of compliant documentation of R&P per capita expenditures, and R&P period reports. The report must also indicate whether the case logs presented a complete and accurate picture of the resettlement process;
- (j) evidence of the monitor's visit to at least four (4) refugee cases in their homes, and an assessment of the welfare, living conditions,

current needs, and the affiliate's assistance with the provision of basic needs and core services. If fewer than four (4) cases have arrived in the fiscal year being monitored, all arrived cases for that fiscal year shall be included in home visits; and

(k) recommendations for any necessary follow-up.

- h) The following documents shall be available to the Bureau upon request. The documents shall be accurate and complete, be submitted in a timely manner, and adhere to all requirements:
- i. R&P Period Reports
  - ii. Sponsorship Assurances
  - iii. Affidavits of Relationship
  - iv. Ninety (90)-day follow-up reports for minors coded M2-M3 and M5-M7
  - v. Quarterly R&P Program Reports
  - vi. Record of affiliates' local consultations
  - vii. Annual Report
  - viii. Reconciliation of Claimed Refugee Sponsorships
  - ix. Quarterly Financial Status Reports
  - x. Availability of Funds Statement for Current Fiscal Year
  - xi. Audit Data Collection Form and Reporting Package
  - xii. Staff training plans and reports of training
  - xiii. Policy on the Prevention of Sexual Exploitation and Abuse
- 3) Bureau Monitoring of Agency Affiliates

a) On-Site Monitoring Visits

All affiliates and sub-offices are subject to monitoring by the Bureau with advance notice to the Recipient and affiliate. Findings and recommendations will be reported in writing to the Recipient, which will respond to the recommendations in writing before reports become final. Evaluation will be based on affiliate staff interviews, oral and written questionnaires, case file reviews, and refugee home visits. Reviews will include evaluation of:

- i. affiliate staff understanding of required Reception and Placement Program services;
- ii. demonstration of effective coordination with other organizations and agencies that provide services to refugees;
- iii. compliance and quality of R&P basic needs support and core service delivery;
- iv. presence of all documents in files and degree to which each has been thoroughly and legibly completed;
- v. evidence of the affiliate's training of new and existing staff, volunteers, and co-sponsors;
- vi. evidence of the affiliate's policy on the prevention of sexual exploitation and abuse; and
- vii. affiliate R&P performance outcomes.

The Bureau will provide an oral overview of its findings and recommendations to the affiliate immediately following the review.

b) National Agency Response

The responsiveness of the Recipient to the Bureau's monitoring reports, including timeliness of response to the draft report and timely implementation of recommendations will be evaluated.

c. Performance of Core Services by or Under the Direction of the Recipient

- 1) A written proposal, submitted by the Recipient and incorporated into this agreement as Attachment A, will constitute the basis for the assignment of Reception and Placement responsibility for specific refugees. Subject to any limitations established in this agreement (e.g., the inability of the Recipient to assist refugees of a particular linguistic group), the Bureau may assign a reasonable number of special cases to any participating Recipient. The Recipient shall describe its network of affiliates in its annual proposal, including the proposed service area to be covered by each affiliate. A Recipient may assure and place a case assigned to it under the Agreement only within the approved service area and caseload projections of its approved affiliates as set forth in the proposal. The Bureau authorizes cases with U.S. ties to be placed within a radius of 100 miles within the same state of the affiliate and cases without U.S. ties to be placed within a radius of 50 miles within the same state of the affiliate.
- 2) The Bureau will consider approving a larger service area for cases with U.S. ties when the Recipient demonstrates to the satisfaction of the Bureau that the larger area will not impair the quality of service provided to refugees placed in that area. The Recipient will ensure that the affiliate will be able to respond on a same day basis to any urgent needs of the refugees and assist the refugees to resolve the issues.
- 3) The Recipient may propose to open a new affiliate or sub-office during the validity period. The Recipient must provide a statement of rationale for each proposed new site. The rationale should be accompanied by: a completed abstract; a letter of support from the proposed site's governing entity; a letter of support from the state refugee coordinator; letters of support from local refugee service agencies; an explanation of the proposed management structure at the new location; a timeline for the opening of the proposed site and implementation of program activities; and a detailed training plan for R&P staff. Each affiliate or sub-office abstract should present information pertaining only to activities of that specific office and should not include data related to activities corresponding to partner agencies (at joint sites), sub-offices, or administering affiliates. Abstracts representing jointly operated affiliates must contain information in all fields regarding only the sponsoring Agency's activities; it should not reflect a combination of partner Agencies' information. The Bureau may request additional information.
- 4) The Recipient must inform the Bureau and the relevant state refugee coordinator in writing of the intended closure of an established affiliate or sub-office at least thirty (30) days in advance of closure. The notification submitted to the Recipient's designated program officer in the Bureau should include: a plan for completion of services for all active R&P cases; a list of all assured cases that have not arrived to be returned to the RPC for reallocation; a list of all outstanding Affidavits of Relationship (AORs), including pre-case ID numbers, and anchor contact information; a plan for the disposition of all R&P records and case files (to be retained for a period of no less than three years), including a plan to transfer files to the affiliate designated to receive active cases; and a copy of the Recipients' notice of closure letter to the state refugee coordinator.

As a part of the affiliate closure process, the Bureau must approve in advance the transfer of AORs and current cases from the closing affiliate to any other affiliate. This includes transfers to another affiliate within the Recipient's network. Upon approval by the Bureau, the affiliate closure plan will be forwarded to the RPC for action.

In the case of planned consolidation of a sub-office operation into an administering affiliate, the Recipient should follow the procedures outlined above and prepare a revised Abstract for submission to the Bureau which reflects the consolidation information. The Recipient will further ensure that its affiliate provides written notification to all active cases and to persons with AORs on file at the closing site. The closing affiliate should inform filers of AORs that they may express in writing a preference to work with a specific alternate affiliate. If the AOR filer identifies an alternate affiliate, the Recipient will transfer the AOR directly to the appropriate R&P Agency upon approval by the Bureau. Evidence of such direct transfers should be included in the closure plan submitted to the Bureau. All other outstanding AORs will be transferred to nearby affiliates by RPC, in coordination with the Bureau.

- 5) A copy of the signed assurance form will be maintained on file at the headquarters of the Recipient for a period of at least one year from the date the refugee enters the United States.
- 6) With respect to every placement, the Recipient or affiliate will have on staff, or available from within the community of resettlement, persons who can communicate with the refugee in a common language and who can assist with the provision of services in person, as needed. These services will be available to the refugee on a daily basis during the R&P period.
- 7) The procedures for initial assignment, assurance, and transfer of refugee cases are set forth in the Allocations Handbook, which may be updated during the agreement period and is hereby incorporated by reference.
- 8) The basic needs support and core services shall be provided to any refugee assigned to the Recipient during the R&P period after the refugee's arrival in the United States, except where a different period of time is stated.
- 9) The basic needs support and core services shall be provided in accordance with the proposal submitted by the Recipient as approved by the Bureau. Deviations from the proposal involving the addition of affiliates or increases of more than ten percent (10%) in each proposed affiliate's caseload must be approved in advance in writing by the Bureau. An increase in an affiliate's caseload does not increase the total number of a Recipient's proposed and accepted total network capacity for refugee arrivals during the fiscal year. Any increase in a Recipient's total network capacity for refugee arrivals must be requested by the Recipient in writing and approved in advance in writing by the Bureau. It is understood that caseload may fall short of that in the proposal, and deviations resulting from such shortfall do not require Bureau approval.
- 10) Faith-based Recipients should take steps to ensure their inherently religious activities, such as religious worship, instruction, or proselytizing, are separate in time or location from the government-funded services that they offer. Also the Recipients may not require refugees to profess a certain faith or participate in religious activities in order to receive services.



- 11) Recipients shall request prior approval from the Bureau for one or more of the following program or National Management budget related reasons:
  - a) Change in the scope or the objective of the project or program (even if there is no associated budget revision requiring prior written approval).
  - b) Change in a key person specified in the application or award document (as specified in the 2 CFR 200).
  - c) The absence for more than three months, or a twenty-five percent (25%) reduction in time devoted to the project, by the approved project director.

d. Delegation of Functions by the Recipient

- 1) Unless otherwise provided herein, the responsibilities assumed by the Recipient shall be delegated only to an affiliate designated in the approved proposal, who may re-delegate such responsibilities to a local co-sponsor, provided such co-sponsor is identified on the applicable assurance form submitted to the RPC. When the Recipient relies on an affiliate or local co-sponsor to provide a service, the Recipient shall remain responsible for ensuring that the service is provided.
- 2) Any local co-sponsor to whom the Recipient's responsibility for providing core services is re-delegated by an approved affiliate must be located in the affiliate's approved area of geographic responsibility, as designated in the proposal. When the affiliate has an agreement with a local co-sponsor to provide basic needs support or core services, the affiliate shall remain responsible for ensuring that the services are provided.
- 3) The Recipient, and any affiliate, local entity, and/or local co-sponsor to which a delegation is made, must carry out its responsibilities in accordance with Title VI of the Civil Rights Act of 1964.
- 4) For refugee cases identified as "remote case placements," and with approval from the Bureau on a site-by-site basis, the Recipient shall be allowed to delegate their assumed responsibilities to a local entity other than a designated affiliate or local co-sponsor. Before the Recipient may assure any such remote case placements to a particular site, they must submit to the Bureau a Request for Approval of Remote Case Placement Site. In each remote case placement site, the Recipient shall identify a local entity to provide Reception and Placement services. The Recipient shall train the local entity in the overall sponsorship process, the provision of Reception and Placement services, and shall also provide ongoing oversight of Reception and Placement activities conducted by the local entity, including maintaining regular contact with the local entity and/or refugee throughout the Reception and Placement period to ensure provision of services.

With the approval of the Bureau, such "remote case replacements" shall be subject to the following modifications to the minimum standards of service:

- a) Section 16.f. shall be replaced with "The Recipient shall be relieved of its responsibilities under this agreement to the extent they cannot be carried out because (1) the refugee does not remain in the general geographic area where initially placed or (2) the refugee refuses to receive services from or to cooperate with the Recipient or local entities. In cases when non-cooperation by the refugee makes compliance impossible, the Recipient should ensure that the refugee is

counseled and that such counseling and result is noted in the case file.

Unexpended refugee per capita funds may be retained by the affiliate and returned to Bureau. Any other barriers to full compliance that are beyond the control of the Recipient should be documented in the case file.”

- b) Section 16.g.1)c) shall be replaced with “Ensure that relevant information is shared with health care providers and/or state and local officials, as needed, in order to plan for the provision of appropriate health services for refugees who have health care requirements;”
- c) The first paragraph of Section 16.g.2. shall be replaced with “The Recipient shall establish and maintain a case file for each arriving refugee case. This responsibility may be delegated to a local entity approved by the Bureau to serve remote case placements. It is expected that each case file shall be treated as confidential, in accordance with Immigration and Nationality Act Sec. 222(f). Case files may be retained in electronic or hard copy format. Case files covering minors coded M2 through M7 must be clearly identified and easily segregated. Secure electronic signatures are acceptable. Each case file shall contain evidence of required basic needs support and core service delivery, including:”
- d) Section 16.g.2)a) shall be replaced with “a clearly legible case note log which shows the date, mode, and substance of regular contact between the refugee and local entity throughout the R&P period and which identifies the person or entity making such contact; a clear plan of action and follow-up (service plan) for each refugee, including children, in the case, based on an assessment of individual needs, and a detailed record of basic needs support and core service delivery;”
- e) Section 16.g.2)j) shall be replaced with “evidence that the affiliate has conducted at least two (2) home visits, which shall include a documented assessment of the welfare, living conditions and any current or expected needs of the refugee(s), and assistance with any basic needs, within (30) thirty days of arrival by affiliate staff, co-sponsor, or other designated representative and an additional home visit to permanent housing if the refugee moves from temporary housing within the R&P period. Cases must be visited within two (2) business days of arrival, during which intake will be conducted and relevant applications completed. An additional home visit should occur for all cases within thirty (30) days of arrival. In cases where the placement location is so remote as to cause an in-person visit to be an undue hardship, a phone call to include the same substantive content of a home visit shall suffice in place of the second home visit;”
- f) Section 16.g.2)k) shall be replaced with “documentation of enrollment in state-administered assistance and social service programs;”
- g) The first paragraph of Section 16.g.2)p) shall be replaced with “a R&P period report, which will be retained by the Recipient for a period of not less than three

(3) years from the date of arrival, based upon an interview with the refugee from which it can be determined, inter alia.”

- h) Section 16.g.3 shall be replaced with “The Recipient shall ensure that refugees assigned to it are met at the airport of final destination and transported to furnished living quarters and provided culturally appropriate, ready-to-eat food and seasonal clothing as necessary to meet immediate needs. The Recipient shall confirm the arrival of the refugees within 24 hours of arrival. The Recipient shall visit the refugees within two (2) business days of arrival to ensure that all immediate basic needs have been met and to provide refugees with basic orientation regarding housing and personal safety matters, including emergency contacts and procedures, and to conduct intake and complete relevant applications. These services shall be provided with appropriate language interpretation.”
- i) Section 16.g.5)b) shall be replaced with “At least two (2) home visits within thirty (30) days of arrival, which shall include an assessment of the welfare, living conditions and any current or expected needs of the refugee(s), and assistance with any basic needs. Cases must be visited within two (2) business days of arrival, during which intake will be conducted and relevant applications completed. An additional home visit should occur for all cases within thirty (30) days of arrival. In cases where the placement location is so remote as to cause an in-person visit to be an undue hardship, a phone call to include the same substantive content of a home visit shall suffice in place of the second home visit.”
- j) Section 16.g.5)c)iv. shall be replaced with “Enrollment in or application for other services for which each refugee is eligible, as appropriate, within thirty (30) working days of arrival.”
- k) Section 16.g.5)c)v. shall be replaced with “Enrollment in English language programs, as appropriate, within fourteen (14) working days of arrival.”
- l) Section 16.g.5)c)vi. shall be replaced with “Enrollment in employment services, as appropriate, within fourteen (14) working days of arrival.”
- m) Section 16.g.5)d) shall be replaced with “These responsibilities must be performed by the Recipient or local entity approved by the Bureau to serve remote case placements. The Recipient shall:
  - i. Develop and implement during the first thirty (30) days a service plan with each refugee. For each employable refugee, the principal objective of the service plan shall be assisting the refugee to obtain early employment. The plan for each refugee in the case may be documented on the same form; and

- ii. Monitor and document implementation of the service plan and progress toward reaching each refugee's goals throughout the R&P period.”
- n) Section 16.g.5)e)vii. shall be replaced with “The Recipient shall ensure that local entities serving remote case placements cooperate with state and local public health officials by sharing information needed to locate refugees, including secondary migrants to the degree possible, for the purpose of providing health services to them.”
- o) Section 16.g.5)f) shall be replaced with “These responsibilities must be performed by the Recipient or local entity approved by the Bureau to serve remote case placements. The Recipient shall:
- i. Advise, encourage, and assist, insofar as possible, refugees with Class A physical disorders affecting the public health (as designated by the Public Health Service) to report within seven (7) days of arrival to the official public health agency in the resettlement area; request the local health provider (by telephone or in person) to give refugees with Class A health conditions an appointment date within seven (7) days of their arrival; and document in the case file the dates of such advice, assistance and requests, including the name of the individual contacted; and
  - ii. Advise, encourage, and assist, insofar as possible, a refugee who has a Class A mental disorder to receive within thirty (30) days of arrival an initial evaluation by the health care provider who supplied a written commitment prior to the granting of a waiver for admission; request the health care provider to provide a copy of the initial evaluation to Refugee Activity, Division of Quarantine, Centers for Disease Control and Prevention, Atlanta, Georgia 30333; make reasonable efforts to ensure that such refugee receives assistance in seeking medical treatment, education, and training that any previously identified mental disorder may require; and document in the case file the dates of such advice, assistance, and requests, including the name of the individual contacted.”
- p) Section 16.g.5)g) shall be replaced with “These responsibilities may be delegated to an affiliate or local entity approved by the Bureau to serve remote case placements. The Recipient shall:
- i. Notify the appropriate state, county, or other local welfare office at the time the Recipient, its affiliate, or local co-sponsor becomes aware that a refugee receiving welfare benefits has been offered employment or has voluntarily quit a job, and notify the refugee that such information has been provided to the welfare office. Notice of offered employment shall be given whether or not the refugee accepts the offer;

- ii. Respond to inquiries from a state, county, or other local welfare office relating to a refugee's application for and receipt of cash or medical assistance, and furnish, upon request of such office or agency, documentation respecting any cash or other resources provided directly by the Recipient, its affiliate, local co-sponsor, or other sources, to the refugee; and
  - iii. Maintain in the case file required under subsection 16.g.2 above a record of all notifications from a state, county, or other local welfare office that the refugee has applied for welfare benefits and a record of all information provided by the Recipient to state, county, or other local welfare offices and of all information provided by such offices to the Recipient.”
- q) Section 16.g.5)h) shall be replaced with “During the initial reception and placement period, the Recipient shall provide or ensure that the refugees assigned to it are provided orientation, with appropriate language interpretation if needed. Orientation materials in an appropriate language shall be made available to the refugee upon arrival. Orientation materials are available from the Cultural Orientation Resource Exchange at [www.COResourceExchange.org](http://www.COResourceExchange.org). Orientation topics must include:
- i. Role of the Local Resettlement Agency,
  - ii. Refugee Status,
  - iii. English,
  - iv. Public Assistance,
  - v. U.S. Laws,
  - vi. Your New Community,
  - vii. Employment,
  - viii. Health,
  - ix. Budgeting and Personal Finance,
  - x. Housing,
  - xi. Hygiene,
  - xii. Safety,
  - xiii. Cultural Adjustment,
  - xiv. Education, and
  - xv. Transportation.”
- r) Section 16.g.8)c) shall be replaced with “In addition, the Recipient will ensure that each refugee who signed an IOM loan note is informed during the Reception and Placement period that the loan is a legal debt that must be repaid in accordance with the terms of the note, and documents this notification in the case file; that local entities serving remote case placements report to the Recipient headquarters on a monthly basis any known change in the address of an adult refugee; and requests and maintains a record of the Social Security number obtained by each refugee in connection with the assistance provided under Section 16.g.4 of the Cooperative Agreement.”

## e. Coordination and Consultation with Public Agencies

The Recipient shall:

- 1) Conduct placement planning, reception, and basic needs and core service activities in close cooperation and coordination with state and local governments. In each placement location, the affiliate(s) responsible for refugee placement shall convene and conduct quarterly consultations with state and local government officials concerning the sponsorship process and the intended distribution of refugees in such localities before their placement in those localities. Local participation should include, at minimum, representation from the following offices: state refugee coordinator; state refugee health coordinator; local governance (city and/or county, as applicable); local and/or county public health; welfare and social services; public safety; and public education. Consultations may take place in person and simultaneously via teleconference, videoconference, or a combination thereof. The content of the consultations should include year-to-date arrivals and projections through the end of the current federal fiscal year compared to approved placement numbers; a presentation of characteristics of arriving refugee populations including nationality, ethnicity, average family size and composition, language and education background, and medical conditions; a discussion of the participant stakeholders' abilities to adequately receive and serve the actual and projected caseload; and a discussion about aspects of integration to support refugee participation in civic life. Issues that might prevent adequate resettlement should be discussed. Concerns that might result in changes to the approved placement plan should be raised with the affiliate's/affiliates' headquarters immediately, and resolved. Existing procedures and protocols between the Bureau and the resettlement agencies shall be used to make any necessary changes to approved placement plans.

One of these consultations shall take place in preparation of an Agency's application to participate in the R&P Program the following fiscal year. Agencies will keep a record of their affiliates' local consultations and report on the number and percentage of their affiliates in compliance with this guidance. Agencies will report to the Bureau in quarterly narrative reports the number and percentage of affiliates in compliance, as well as describe both best practices and issues that prevent adequate resettlement or result in changes in placement plans;

- 2) Ensure that its affiliates participate in appropriate meetings called by state and local governments in their geographic areas of responsibility to coordinate plans for the placement of refugees;
- 3) Coordinate with other publicly supported refugee services programs or refugee case management systems; and
- 4) Inform both the Bureau and the Department of Homeland Security Bureau of Citizenship and Immigration Services of any suspected fraud in any refugee case sponsored by the Recipient. Such reporting is required of the Recipient regardless of whether the applicants are still overseas or whether they have already been admitted into the United States as refugees.

## f. Limitation of Responsibility to Perform Core Services

- 1) The Recipient shall be relieved of its responsibilities under this agreement to the extent they cannot be carried out because (1) the refugee does not remain in the general geographic area where initially placed or (2) the refugee refuses to receive services from or to cooperate with the Recipient, its affiliates, or its local co-sponsors. In cases when non-cooperation by the refugee makes compliance impossible, the Recipient should ensure that the refugee is counseled and that such counseling and result is noted in the case file. Unexpended refugee per capita funds may be retained by the affiliate and returned to Bureau. Any other barriers to full compliance that are beyond the control of the Recipient should be documented in the case notes.

g. Core Services

- 1) Pre-Arrival Services

The responsibilities in paragraphs a), b), c), and d) below may not be delegated; the responsibilities in paragraph e) for training local co-sponsors may be delegated to an affiliate. Training must be provided in person by a representative of the Recipient or its affiliate to any local co-sponsor that has not resettled a refugee who arrived in the United States within the past two (2) years. The Recipient shall:

- a) Assume responsibility for sponsorship of the refugees assigned to the Recipient under this agreement;
- b) Arrange the placement of sponsored refugees in accordance with the policies established under Section 412(a)(2) of the INA and this agreement;
- c) Ensure that its affiliates and local co-sponsors share relevant information with health care providers and/or state and local officials, as needed, in order to plan for the provision of appropriate health services for refugees who have health care requirements;
- d) Submit sponsorship assurances to the RPC; and
- e) Train any affiliate or local co-sponsor that has agreed in writing to assist the Recipient in sponsorship and ensure that the affiliate or local co-sponsor understands the overall sponsorship process, the Recipient's role, and the responsibilities of affiliates and local co-sponsors.

- 2) Case File Preparation and Maintenance

The Recipient shall establish and maintain a case file for each arriving refugee case. This responsibility may be delegated only to an affiliate. It is expected that each case file shall be treated as confidential, in accordance with Immigration and Nationality Act Sec. 222(f). Case files may be retained in electronic or hard copy format. Case files covering minors coded M2 through M7 must be clearly identified and easily segregated. Secure electronic signatures are acceptable. Each case file shall contain evidence of required basic needs support and core service delivery, including:

- a) a clearly legible case note log which shows the date, mode, substance, and interpretation utilized in regular affiliate/refugee contact throughout the R&P period and which identifies the person or entity making such contact;
- b) a clear plan of action and follow-up (resettlement service plan) for each refugee, including children, based on an assessment of individual needs and which

indicates the initial assessment of employability for each refugee, including the reason(s) a person may not be employable;

- c) a detailed record of basic needs support and core service delivery;
- d) a record of cash and in-kind support provided to meet the refugees' basic needs for at least the initial thirty (30)-day period, including clear acknowledgement by the adult member of the refugee case in receipt of cash and in-kind support and evidence that the amount provided either in cash or documented cash payments on behalf of the refugee case is equal to at least \$925 times the number of individuals in that case and reflects the total Bureau R&P per capita amount spent on the refugee case;
- e) a record of all public assistance applied for and received or denied, indicating type(s) of assistance and start date(s) including a record of all notifications from a state, county, or other local welfare office that the refugee has applied for welfare benefits and a record of all information the Recipient provided to state, county, or other local welfare offices and of all information provided by such offices to the Recipient;
- f) if appropriate, a copy of the signed co-sponsor agreement;
- g) evidence that housing was provided in accordance with this agreement;
- h) evidence that an intake interview as described herein was conducted;
- i) evidence that orientation as described herein was completed, and documentation of refugee understanding of orientation topics;
- j) evidence that the affiliate has conducted at least two (2) home visits, which shall include a documented assessment of the welfare, living conditions and any current or expected needs of the refugee(s), and assistance with any basic needs, within (30) thirty days of arrival by affiliate staff, co-sponsor, or other designated representative and an additional home visit to permanent housing if the refugee moves from temporary housing within the R&P period. Cases must be visited the next calendar day after arrival. An additional home visit should occur for all cases within thirty (30) days of arrival;
- k) documentation of assistance with enrollment in relevant social service programs;
- l) evidence that the refugee was provided with information on permanent resident alien status and family reunion procedures, and assisted with completing and filing Affidavits of Relationship as appropriate;
- m) evidence that the refugee was provided with information on the legal requirement to notify the U.S. Department of Homeland Security of each change of address and new address within 10 (ten) days, and assisted, to comply with this requirement. Authority: Secs. 103, 265 of the Immigration and Nationality Act, as amended by sec.11, Public Law 97-166, 95 Stat. 1617 (8 U.S.C. 1103, 1305);
- n) evidence that the legal requirement for males between the ages of 18 and 26 to register for the selective service within thirty (30) days of arrival has been completed (as appropriate) and that the refugee was provided with information on the requirement to notify the Selective Service System of each change of address;
- o) a legible copy of the transportation letter and I-94 form (or visa for SIVs) for each refugee in the case;
- p) a R&P period report, which will be retained by the affiliate for a period of not less than three (3) years from the date of arrival, based upon an interview with the



refugee by the affiliate or local co-sponsor from which it can be determined, inter alia:

- i. that all R&P basic needs support and core services were made available to the refugee in accordance with this agreement;
  - ii. whether the refugee household had income in excess of expenses at the end of the R&P period;
  - iii. that each refugee was enrolled in state-funded or other appropriate social services;
  - iv. the social security number for each refugee in the case;
- q) a copy of the assurance form or equivalent documentation; and
- r) where applicable, copies of suitability determinations for placement of refugee minors, follow-up evaluation forms, signed statements concerning responsibilities and legal obligations in the state of residence, and a copy of the best interest determination (BID) of the child, if available.

### 3) Reception Services

The Recipient shall ensure that refugees assigned to it are met at the airport of final destination and transported to furnished living quarters and provided culturally appropriate, ready-to-eat food and seasonal clothing as necessary to meet immediate needs. The Recipient shall visit the refugees the next calendar day after arrival to ensure that all immediate basic needs have been met and to provide refugees with basic orientation regarding housing and personal safety matters, including emergency contacts and procedures. These services shall be provided with appropriate language interpretation.

### 4) Basic Needs Support

Upon arrival and for a period of not less than thirty (30) days after arrival, the Recipient shall provide or ensure that the refugees assigned to it are provided the following:

- a) Decent, safe, and sanitary housing based on federal housing quality standards or local or state standards if local or state standards are higher than federal standards, and the following:
  - i. All areas and components of the housing (interior and exterior) should be free of visible health and safety hazards and in good repair, including no visible bare wiring, no peeling or flaking interior paint for dwellings built before 1978, no visible mold, and no detectable dangerous or unsanitary odors.
  - ii. Housing should include identified and accessible emergency escape route(s); fire extinguishers in accessible locations where required; working locks on all windows and outside doors; appropriate number of working smoke detectors; windows in working order; adequate heat, ventilation, lighting, and hot and cold running water in working order; and electrical fixtures in good repair.
  - iii. Housing should provide minimum habitable area for each occupant, including number of bedrooms or sleeping areas.
  - iv. Each residence shall be equipped with stove, oven, refrigerator, sink, flush toilet, and shower or bath in good repair.
  - v. Each residence shall have easily accessible storage or disposal facility for garbage.

- vi. Each residence shall be free of rodent and insect infestation.
  - vii. In cases of refugees with disabilities, housing should be free of, or permit the removal of, architectural barriers and otherwise accommodate known disabilities, to the extent required by law.
  - viii. To the extent possible, the family should be able to assume payment of rent at the end of the R&P period, based upon projected family income from all sources. The family should be left with sufficient resources for other essential expenses (food, transportation, utilities, etc.) after rent payments are made.
- b) Furniture and household items that need not be new, but must be clean, in good condition, and functional and include the following:
- i. Beds (described as bed frame and spring, or equivalent, and mattress) appropriate for age and gender composition of family; one set of sheets for each bed; blanket or blankets for each bed as seasonally appropriate; and one pillow and pillowcase for each person. Only married couples or small children of the same gender may be expected to share beds.
  - ii. One set of drawers, shelves, or other unit appropriate for storage of clothing in addition to a closet, unless the closet has shelving to accommodate clothing, per family.
  - iii. One kitchen table per family and one kitchen chair per person.
  - iv. One couch, or equivalent seating, per family, in addition to kitchen chairs.
  - v. One lamp per room, unless installed lighting is present and adequate, and light bulbs.
  - vi. One place setting of tableware (fork, knife, and spoon) and one place setting of dishes (plate, bowl, and cup or glass) per person.
  - vii. Food preparation utensils to include at least one sauce pan; one frying pan; one baking dish; mixing/serving bowls; one set of kitchen utensils (such as spatula, wooden spoon, knife, serving utensils, etc.); and one can opener per family, and additional items appropriate to family size and composition.
  - viii. One bath towel per person.
  - ix. One alarm clock.
  - x. Paper, pens, and/or pencils.
  - xi. Cleaning supplies to include: dish soap, bathroom/kitchen cleanser, sponges or cleaning rags and/or paper towels, laundry detergent, two waste baskets, mop or broom, and trash bags.
  - xii. Toiletries to include: toilet paper, shampoo, soap, one toothbrush per person, toothpaste, and other personal hygiene items as appropriate. These items should be new.
  - xiii. Baby items as needed.
- c) Food or a food allowance to include:
- i. Culturally appropriate, ready-to-eat food available on arrival, plus one (1) day's additional food supplies and staples (including baby food as needed).
  - ii. Within one (1) day of arrival, food or food allowance at least equivalent to the food stamp allocation for the family unit and continued food assistance

until receipt of food stamps or until the individual or family is able to provide food for himself, herself, or themselves.

- d) Appropriate seasonal clothing required for work, school, and everyday use as required for all members of the family, including proper footwear for each member of the family, and diapers for children as necessary. Clothing need not be new, but must be clean, in good condition, and functional.
- e) An appropriate amount of pocket money for each adult throughout the first thirty (30) days to allow independent spending at the refugee's discretion.
- f) Transportation in compliance with local motor safety laws.
- g) Transportation to job interviews and job training.

#### 5) Services

These services shall be provided with appropriate language interpretation:

##### a) Intake Interview

An intake interview shall be conducted within five (5) working days of arrival to verify refugee documentation and discuss roles and responsibilities of the Recipient and any other individual or group assisting in sponsorship, as well as the refugee's role and responsibilities.

##### b) Home visits

At least two (2) home visits within thirty (30) days of arrival, which shall include an assessment of the welfare, living conditions and any current or expected needs of the refugee(s), and assistance with any basic needs. Cases must be visited the next calendar day after arrival. An additional home visit should occur for all cases within thirty (30) days of arrival.

##### c) Assistance with the following on the schedule noted:

- i. Application for social security card(s) within seven (7) working days of arrival.
- ii. Application for cash and medical assistance, as appropriate, within seven (7) working days of arrival.
- iii. Application for food stamps, if necessary, within seven (7) working days of arrival.
- iv. Enrollment in or application for other services for which each refugee is eligible, as appropriate, within thirty (30) days of arrival.
- v. Enrollment in English language programs, as appropriate, within ten (10) working days of arrival.
- vi. Enrollment in employment services, as appropriate, within ten (10) working days of arrival.
- vii. Meeting school enrollment requirements and registering children for school within thirty (30) days of arrival.
- viii. Registration with the selective service within thirty (30) days, as appropriate.
- ix. Filing change of address forms with the U.S. Department of Homeland Security and the U.S. Post Office (and Selective Service, as applicable) for all changes of address, including initial and temporary housing, during the R&P period.
- x. Completing and filing Affidavits of Relationship, as appropriate and as requested.

## d) Resettlement Service Plans

These responsibilities must be performed by the affiliate or the affiliate in active collaboration with the local co-sponsor. The Recipient shall:

- i. Develop and implement during the first thirty (30) days a resettlement service plan with each refugee. For each employable refugee, the principal objective of the service plan shall be assisting the refugee to obtain early employment. The plan for each refugee in the case may be documented on the same form; and
- ii. Monitor and document implementation of the service plan and progress toward reaching each refugee's goals throughout the R&P period.

## e) Assistance with Access to Health Services

These responsibilities must be performed by the affiliate or the affiliate in active collaboration with the local co-sponsor. The Recipient shall:

- i. Coordinate with state and /or local health care providers to provide medical services to refugees requiring medical care upon arrival;
- ii. Ensure that refugees with acute health care requirements receive appropriate and timely medical attention;
- iii. Assist refugees (other than those with Class A conditions, covered below in paragraph d) in obtaining a health screening within thirty (30) days of arrival and other health care services, as needed, during the R&P period;
- iv. Encourage and assist refugees as soon as possible after arrival to obtain or complete immunizations as required for adjustment to permanent resident alien status one year after arrival;
- v. Assist refugees in accessing appropriate providers of continued therapy or preventive treatment for health conditions affecting the public health;
- vi. In the case of a refugee who fails or refuses to receive health screenings, provide additional information and counseling to the refugee, including an explanation of local health regulations and practices, and document the circumstances and action taken in the case file; and
- vii. Ensure that its affiliates and local co-sponsors cooperate with state and local public health officials by sharing information needed to locate refugees, including secondary migrants to the degree possible, for the purpose of providing health services to them.

## f) Class A Health Conditions

These responsibilities may not be delegated beyond an affiliate. The Recipient shall:

- i. Advise, encourage, and assist, insofar as possible, refugees with Class A physical disorders affecting the public health (as designated by the Public Health Service) to report within seven (7) days of arrival to the official public health agency in the resettlement area; request the local health provider (by telephone or in person) to give refugees with Class A health conditions an appointment date within seven (7) days of their arrival; and document in the case file the dates of such advice, assistance and requests, including the name of the individual contacted; and
- ii. Advise, encourage, and assist, insofar as possible, a refugee who has a Class A mental disorder to receive within thirty (30) days of arrival an initial evaluation by the health care provider who supplied a written

commitment prior to the granting of a waiver for admission; request the health care provider to provide a copy of the initial evaluation to Refugee Activity, Division of Quarantine, Centers for Disease Control and Prevention, Atlanta, Georgia 30333; make reasonable efforts to ensure that such refugee receives assistance in seeking medical treatment, education, and training that any previously identified mental disorder may require; and document in the case file the dates of such advice, assistance, and requests, including the name of the individual contacted.

g) Communication with State and Local Welfare Authorities

These responsibilities may not be delegated beyond an affiliate. The Recipient shall:

- i. Notify the appropriate state, county, or other local welfare office per their local requirements at the time the Recipient, its affiliate, or local co-sponsor becomes aware that a refugee receiving welfare benefits has been offered employment or has voluntarily quit a job, and notify the refugee that such information has been provided to the welfare office. Notice of offered employment shall be given whether or not the refugee accepts the offer;
- ii. Respond to inquiries from a state, county, or other local welfare office relating to a refugee's application for and receipt of cash or medical assistance, and furnish, upon request of such office or agency, documentation respecting any cash or other resources provided directly by the Recipient, its affiliate, local co-sponsor, or other sources, to the refugee; and
- iii. Maintain in the case file required under subsection 16.g.2 above a record of all notifications from a state, county, or other local welfare office that the refugee has applied for welfare benefits and a record of all information provided by the Recipient to state, county, or other local welfare offices and of all information provided by such offices to the Recipient.

h) Orientation

During the initial reception and placement period, the Recipient shall provide or ensure that the refugees assigned to it are provided orientation, with appropriate language interpretation if needed. To the extent practical, written orientation materials in an appropriate language covering the topics listed below shall be made available to the refugee upon arrival. Complete orientation on all topics shall be completed before the end of the R&P period. Orientation materials are available from the Cultural Orientation Resource Exchange at [www.COResourceExchange.org](http://www.COResourceExchange.org). Orientation topics and content objectives must include:

- i. Role of the Local Resettlement Agency
  - The local resettlement agency is not a government agency.
  - Assistance provided by the local resettlement agency and public assistance is limited and benefits vary across agencies, locations, and cases.
  - There are a number of organizations that will work alongside local resettlement agencies to assist with access to locally-available programs and provision of services.

- The local resettlement agency provides assistance to refugees through the provision of items and/or money to meet initial needs, a limited scope of services, and advocacy on refugees' behalf to receive service for which they are eligible.
  - The quality and quantity of items provided will vary.
  - Refugees and the local resettlement agency are responsible in partnership for successful resettlement.
- ii. Refugee Status
- There are rights related to refugee status.
  - There are responsibilities related to refugee status.
  - Applying for permanent residency and naturalization are important steps in the adjustment process.
  - There may be immigration consequences to breaking U.S. laws.
  - Refugees may be eligible to file for family reunification, which would allow family members overseas to come to the U.S.
- iii. English
- For both adults and children, learning English is critical to successful adjustment in the U.S.
  - Learning English will take time and the process may vary from person to person.
  - There are a variety of ways to learn English.
- iv. Public Assistance
- Public assistance is available to help refugees pay for their needs, but is limited in amount and scope.
  - There are a variety of types of government assistance.
  - The local resettlement agency will provide help in accessing public assistance services.
  - There are responsibilities associated with some types of assistance.
- v. U.S. Laws
- The U.S. is governed by the rule of law.
  - The U.S. has many laws governing behavior in public.
  - There are legal rights and restrictions related to family life.
  - There are rights and responsibilities related to U.S. residency and citizenship.
- vi. Your New Community
- There are community and public services that are available to support residents.
  - The local resettlement agency will assist refugees in becoming acquainted with their new community.
  - Members of the refugee's ethnic or religious group who live in the area may be a good source of support.
- vii. Employment

- Early employment and job retention are essential to survival in the U.S., and must be the primary focus for all employable adults (men and women).
  - A person's initial job might not be in their chosen profession.
  - The refugee himself or herself plays a central role in finding/obtaining employment in the U.S.
  - A crucial way of finding better paying jobs is learning how to speak English.
  - There are general characteristics of U.S. professional and work culture to which refugees must adapt in order to be successful in finding and maintaining employment.
  - Employees have rights as well as responsibilities in the workplace.
- viii. Health
- Only critical and immediate health care needs may be met in the initial weeks of resettlement.
  - Initial health screenings and immunizations will be scheduled within thirty (30) days of arrival.
  - The U.S. has no universal healthcare system and refugee medical assistance (RMA) differs state by state. In many cases, RMA is available for eight months.
  - A variety of health care services are available in the U.S.
  - Preventative health care plays a large role in maintaining good health.
  - There are norms associated with health care services in the U.S.
  - U.S. health practices may differ from those of other cultures or countries.
  - There are local resources available to support refugees' mental health.
- ix. Budgeting and Personal Finance
- Refugees are responsible for managing their personal finances.
  - In the U.S., financial transactions are mostly conducted through the banking system.
  - Paying taxes is a legal obligation in the U.S.
- x. Housing
- There are a variety of types of housing arrangements depending on affordability and the local context (including shared housing, apartment, house, etc.).
  - The local resettlement agency provides assistance in home orientation, after which housekeeping and home maintenance are individual and family responsibilities.
  - Understanding basic safety considerations and use of appliances / facilities will promote safety in the home.
  - There are additional domestic life skills that facilitate independent living.
- xi. Hygiene
- There are norms for personal hygiene in the U.S.

## xii. Safety

- Attention to personal safety is an important consideration for all people.
- Police and law enforcement agencies exist to help people if they become a victim of a crime.
- It is important to be prepared for emergencies.
- It is important to be familiar with safety procedures.

## xiii. Cultural Adjustment

- There are core characteristics that define the American experience.
- There are cultural norms and expectations that are fairly widespread throughout the U.S.
- The philosophies of self-sufficiency and self-advocacy are central to American culture and to refugees' cultural adjustment.
- There are numerous phases of cultural adjustment.
- Resettlement may have an impact on family roles and dynamics.
- Expectations regarding parenting practices may differ in the U.S. from what refugees are used to.
- There are some basic coping mechanisms to deal with the stress of adjustment.
- There are ways to seek assistance from others in your community.

## xiv. Education

- There are legal and normative expectations regarding schooling in the U.S.
- The value for adults and teenagers to continue formal education should be weighed against the need to work.
- There are many options for continuing education and training beyond compulsory K-12 schooling.

## xv. Transportation

- Public transportation options exist in most communities.
- Owning or having access to a personal vehicle comes with benefits and responsibilities.

6) Assistance to Refugee Minor Children

Unaccompanied refugee minors (under 18 years of age) are defined and categorized by their relationships with traveling companions and ultimate resettlement circumstances. The following codes are used to identify the circumstances of refugee minor children.

Refugee Minor Codes:

**M1:** Minors attached to, traveling with, and resettling with biological or legally adoptive parents;

**M2:** Minors attached to, traveling with, and resettling with blood relatives other than biological or legally adoptive parents;



**M3:** Minors attached to, traveling with and resettling with non-relatives and minors traveling alone to join non-relatives (only those agencies with refugee foster care responsibilities as described in subsection 16.g.7 will have the authority to place refugee children in this category unless otherwise approved by the Bureau);

**M4:** Minors destined for foster care (only those agencies with refugee foster care responsibilities as described in the cooperative agreement will have the authority to place refugee children in this category);

**M5:** Minors traveling apart from but destined to join biological or legally adoptive parent(s). This includes minors traveling alone to join parent(s) in the U.S., minors traveling with relatives other than parents to join parent(s) in the U.S. and minors traveling with non-relatives to join parent(s) in the U.S.;

**M6:** Minors traveling apart from the blood relative(s) (other than parents) they are destined to join. This includes minors traveling alone to join a relative (not parent) in the U.S. and minors traveling with non-relatives to join a relative (not parent) in the U.S.;

**M7:** Minors who are married regardless of their traveling companions or U.S.-based relatives.

With respect to any minor allocated to the Recipient under this agreement entering the United States according to one of the minor codes listed above, the Recipient shall:

- a) Have knowledge of the state and local child abuse and neglect mandatory reporting requirements and follow such requirements during the R&P period;
- b) Ensure that case files covering such minors can readily be identified and segregated (codes M2-M7) and include a copy of the Best Interest Determination (BID) of the child, if available;
- c) In the case of a minor entering the United States unaccompanied by parents and seeking to be united with relatives, or other caretakers, including parents (codes M2, M3, M5, M6), conduct a suitability determination of the family unit, taking into account the principle that children should be reunited with relatives whenever possible and appropriate. The suitability determination shall be conducted prior to submitting a sponsorship assurance for minors whose designated caregivers are already in the U.S. (codes M5, M6, M3) and within seven (7) days of arrival for minors who are traveling with relatives or other caretakers (codes M2, M3), in accordance with subsection 16.g.1.d above and will include, but need not be limited to:
  - i. An assessment of the nature and extent of any previous relationship between the child and the family unit prior to the minor's arrival in this country;
  - ii. An assessment of the nature and extent of the current relationship between the child and others in the family unit;

- iii. An assessment of whether the family unit is willing and able to provide ongoing care and supervision of the child, and how the family plans to provide for the child;
  - iv. An assessment of the family unit's understanding of and intentions regarding securing legal responsibility for the child; and
  - v. An assessment of the requirements of state law, including whether the family unit must be licensed as a foster care provider or must acquire legal custody or guardianship so that the child may legally remain in the household.
- d) If the Recipient's professional resettlement staff determine that the placement is not suitable, the Recipient shall immediately notify the Bureau and return the case to the RPC so that the minor (codes M3, M6,) can be reclassified to enter the United States as an unaccompanied minor requiring foster care. In the event that a caseworker deems a parent unsuitable to receive a minor (code M5), the State Refugee Coordinator and the Bureau must be immediately notified. If the Recipient's professional resettlement staff determines that the placement is not suitable during a post-arrival suitability determination (M2, M3), the Recipient shall immediately notify the Bureau and the State Refugee Coordinator. A copy of the statement of suitability determination shall be retained in the minor's case file (codes M2, M3, M5, M6);
- e) If the minor is traveling with non-relatives to be resettled with the same or other non-relatives (code M3), the Recipient shall undertake the assessment as described above within seven (7) days of arrival of the family. If the Recipient's professional resettlement staff determines that the child's placement with the non-parental unit is not suitable, the Recipient shall notify the Bureau immediately in order to coordinate transfer of the unaccompanied minor to foster care;
- f) In the case of a minor entering with or coming to join non-relatives (code M3), the Recipient, other than those referenced in subsection 16.g.6 above, shall obtain the Bureau's agreement to the placement before assuring the case;
- g) For unaccompanied minors resettling with non-relatives or non-parental relatives (code M2, M3, M6), the Recipient shall orient the family unit to the nature and expectations of U.S. practices and legal requirements respecting child care using appropriate language interpretation as necessary, and provide the family unit with a written statement, provided or approved by the state, county, or local child welfare bureau, and translated as necessary, of its responsibilities and legal obligations in caring for the child. This statement shall include requirements for guardianship, licensing as a foster care provider if relevant, or other forms of legal responsibility. The acknowledgement of understanding and commitment to carry out such responsibilities in the written statement shall be documented by having the responsible adult(s) in the family unit sign the statement. Copies of the signed statement shall be given to the family unit and retained in the case file covering the minor. In the case of a minor entering the United States alone, this will be done at the time of the suitability determination described in subsection 16.g.6.c above. In the case of a minor traveling with relatives, this will be done during the orientation described in subsection 16.g.6.e above;
- h) For minors described as codes M2, M3, M5, M6 and M7, the Recipient shall:

- i. Advise, encourage, and assist the family in regard to the above-mentioned responsibilities and legal obligations in caring for the child under the requirements of the state;
- ii. Provide regular and personal contact with the minor for ninety (90) days following arrival, and maintain in the case file covering the minor records of assistance to the minor and of the minor's needs during the ninety (90)-day period;
- iii. Within fourteen (14) days after the ninetieth (90<sup>th</sup>) day after arrival, conduct a follow-up home visit to determine the continued suitability of the placement and to assess the need for continued services and arrange for such services, if needed and feasible; and
- iv. Within thirty (30) days after the ninetieth (90<sup>th</sup>) day after arrival submit a minor follow-up evaluation report, including an assessment of the family unit's understanding and intentions regarding the securing of legal responsibility for the minor under state law. Copies of this evaluation shall be retained in the case file covering the minor and sent to the Recipient's headquarters and the State Refugee Coordinator so that further action may be taken by the state if the state deems it necessary. Headquarters should maintain the completed Minor Follow-up Evaluation Forms for no less than one year after the minor's arrival to the U.S.

Responsibilities enumerated in section 16.g.6. may not be delegated beyond an affiliate and may only be performed by professional resettlement staff.

## 7) Foster Care

### a) General

- i. The services performed by the Recipient under this section shall be performed for the purposes of (a) ensuring that foster care minors (minor code M4) approved for admission to the United States are sponsored as required by law, (b) facilitating Department of Health and Human Services/Office of Refugee Resettlement (HHS/ORR) efforts to place such children under the laws of the states pursuant to section 412(d)(2)(B) of the INA, and (c) ensuring that foster care minors are admitted and moved to their resettlement locations in a manner that takes due regard of their special circumstances;
- ii. The Recipient shall perform the program services specified in subsection 16.g.7.(b) through 16.g.7.(d) below on behalf of foster care minors who are assigned to it under this agreement; and
- iii. The program services shall be performed by paid staff of the Recipient's operational headquarters.

### b) Pre-arrival Services

The Recipient shall, with respect to foster care minors assigned to it by the RPC, prior to their arrival in the United States:

- i. Provide for such foster care minors the sponsorship assurances required for their admission to the United States;
- ii. Prepare and submit on behalf of such foster care minors sponsorship assurances and other documents required for admission to the RPC for

- transmission to appropriate overseas processing offices of the Department of Homeland Security, the Department of State, or their designees;
- iii. After a careful review of the case (including, but not necessarily limited to, consideration of the minor's ethnicity, educational level, medical status, family relationships, reunification potential, age, and religion), and in consultation with the appropriate overseas processing post and Agency, assign the case to one of the state-authorized providers of foster care services (hereinafter referred to as an "approved provider") listed in the proposal;
  - iv. Notify the approved provider that the case has been assigned to it, transmit available information (including appropriate documentation) concerning the foster care minor to the approved provider, respond to inquiries from the approved provider and other appropriate state or local social service providers concerning the foster care minor, and obtain additional information as needed from the appropriate processing post and Agency;
  - v. Upon request, consult with and provide advice to the approved provider concerning problem cases, including cases that may require transfer to another core provider; prepare the necessary paperwork for cases that require transfer; and accept appropriate pre-arrival transfer cases and assign them to an approved provider;
  - vi. Provide orientation on the initial reception and placement of foster care minors as needed to the staffs of approved providers; and
  - vii. Assist in the preparation of documents needed to process applications for the parents of foster care minors for admission to the United States as refugees.
- c) Post-arrival Services
- The Recipient shall, with respect to foster care minors assigned to it under this agreement, after their arrival in the United States:
- i. Facilitate refugee travel to resettlement sites in the United States;
  - ii. Upon request, consult with and provide advice to the approved provider concerning difficult cases;
  - iii. When the Recipient deems it appropriate, provide funding for emergency needs of foster care minors that cannot be met through other social service programs and that arise within ninety days of a minor's arrival in the United States; and
  - iv. Initiate preparation of the Interstate Compact Form and prepare documents that are required to transfer a foster care minor to another state, if necessary.
- d) Case Files
- The Recipient shall establish and maintain a case file on each arriving foster care minor assigned under this agreement that includes a written confirmation of sponsorship, biographic data, and other information pertinent to managing the minor's initial resettlement. The Bureau, the Inspector General of the Department of State, and any of their authorized representatives shall have the right to examine at any reasonable time the case files maintained by the Recipient. It is expected that all case files will be treated as confidential.

8) Loan Services

- a) Recipient hereby confirms that it will operate in accordance with all the terms of the current Memorandum of Understanding (MOU) entered into by the Recipient or its representative with IOM for servicing refugee transportation loans, and also confirms that it will actively participate in all meetings organized by the IOM, in consultation with the Bureau, to discuss methods, policies and procedures for standardizing services among all participating organizations. These meetings are intended to provide information and guidance that will improve loan services.
- b) In accordance with the MOU, entered into by the Recipient or its representative with IOM, the Recipient is required to use its best efforts for transportation loan services through the establishment and maintenance of a computerized system that permits the initial bill to be sent within six (6) months of the refugee's arrival in the U.S.; the regular mailing of bills and reminder notices to encourage repayments to be made according to schedule; the management of the loan billing and repayment records; and full accounting and appropriate transfer of funds to IOM. In accordance with the terms, criteria, policies and procedures of the MOU, entered into by the Recipient or its representative with IOM, the Recipient's efforts shall include:
  - i. developing and maintaining a loan tracking system that provides for the prompt billing of refugees within six (6) months of arrival, provided required loan information has been received;
  - ii. billing refugees monthly provided a valid address is available;
  - iii. maintaining a system that actively seeks refugees' current addresses and social security numbers for use in billing activities;
  - iv. maintaining a system that records and calculates balances on individual refugee loan accounts;
  - v. establishing and maintaining a procedure for reviewing and determining the appropriateness of requests for deferral, in accordance with established criteria;
  - vi. maintaining a procedure for transferring funds to IOM on a monthly basis with required accounting details;
  - vii. reporting accounts status and fund transfers on a quarterly basis to IOM and to the Bureau;
  - viii. transferring to IOM all loan notes becoming in default;
  - ix. submitting requests to IOM as needed for approval to forgive ("cancel") loans for humanitarian reasons; and
  - x. reporting monthly to a consumer reporting agency ("CRA").
- c) In addition, the Recipient will ensure that each affiliate, during the Reception and Placement period informs each refugee who signed an IOM loan note that the loan is a legal debt that must be repaid in accordance with the terms of the note, and documents this notification in the case file; reports to the Recipient headquarters on a monthly basis any known change in the address of an adult refugee; and requests and maintains a record of the Social Security number obtained by each refugee in connection with the assistance provided under section 16.g.4 of the Cooperative Agreement.

d) The Recipient agrees to cover all expenses of loan services activities from the twenty-five percent (25%) amount that is authorized to be retained from the funds repaid by refugees and to transfer the remaining seventy-five percent (75%) promptly to IOM.

e) In the event Recipient provides resettlement services to a refugee but is not designated by IOM as the billing agency for the refugee's transportation loan or has returned the loan to IOM, Recipient shall assist IOM or any other entity assigned responsibility for providing loan services to refugees being resettled under this Cooperative Agreement. The assistance shall continue during the Reception and Placement period and include: informing each adult refugee having signed a loan note of their legal responsibility to fully repay the loan in accordance with the schedule set forth in their loan note, unless revised in writing by the loan servicing agency; reporting each adult refugee's initial resettlement address or subsequent address change; responding to inquiries from the loan servicing agency for address information; and providing the social security number of each adult refugee holding a loan.

- 17. Special Provision for Performance in a Designated Combat Area (SPOT): N/A**
- 18. State Department Leahy Amendment Vetting Requirements: N/A**
- 19. Statutory Deviations: N/A**





**THE U.S. DEPARTMENT OF STATE  
STANDARD TERMS AND CONDITIONS  
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*Revised April 8, 2016  
Effective December 28, 2015*

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## **I. Introduction**

The non-Federal entity and any sub-non-Federal entity must, in addition to the assurances and certifications made as part of the award, comply with all applicable terms and conditions during the project period.

## **II. Order of Precedence**

In the event of any inconsistency between provisions of the award, the inconsistency will be resolved by giving precedence in the following order:

- A. Applicable laws and statutes of the United States, including any specific legislative provisions mandated in the statutory authority for the award.
- B. Code of Federal Regulations (CFR)
- C. Award Specifics
- D. Standard Terms and Conditions
- E. Other documents and attachments

## **III. Controlling Language**

In accordance with [2 CFR 200.111](#), it is the Department of State's policy that all award documents must be in the English language and in terms of U.S. dollars, including correspondence and supporting documents. If an award or any supporting documents are provided in both English and a foreign language, it must be stated in each version that the English language version is the controlling version.

## **IV. Department of State (DOS) Responsibilities**

DOS has overall responsibility for Department-funded awards, including providing oversight for technical, programmatic, financial and administrative performance.

### Agency Award Administrator - Grants Officer (GO)

The GO is responsible for all actions on behalf of the DOS, including entering into, changing, or terminating an award. The GO is authorized by a warrant issued by the Procurement Executive in the Office of the Procurement Executive. In addition, the GO is responsible for administrative coordination and liaison with the non-Federal entity.

The GO is the only person authorized to approve changes in any of the requirements in the award. In the event the non-Federal entity effects any change at the direction of any person other than the GO, the change(s) will be considered to have been made without authority and no adjustment will be made in the amount of the award to cover any increase in costs incurred as a result thereof.

### Agency Program Contact - Grants Officer Representative (GOR)

In accordance with DOS standard policy, the GO is responsible for all aspects of the award, but may designate technically qualified personnel to join in the administration of grants. The GOR is delegated by the GO and responsible for the programmatic, technical, and/or scientific aspects of the award. Non-Federal entities should direct any correspondence related to programmatic and budgetary issues to both the GO and GOR.

## **V. Federal Awardee Performance and Integrity Information System (FAPIIS)**

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you as the non-Federal entity recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section [872 of Public Law 110-417, as amended \(41 U.S.C. 2313\)](#).

## **VI. Non-Federal Entity Responsibilities and Compliance with Federal Requirements**

The non-Federal entity is responsible for notifying DOS of any significant problems relating to the administrative, programmatic or financial aspects of the award.

The non-Federal entity has full responsibility for the management of the project or activity supported under the award and for adherence to Federal regulations and the award terms and conditions. Although the non-Federal entity is encouraged to seek the advice and opinion of the GO and/or the GOR on special problems that may arise, such advice does not diminish the non-Federal entity's responsibility for making prudent and sound administrative judgments under the circumstances prevailing at the time the decision was made and should not imply that the responsibility for operating decisions has shifted to DOS.

### Non-Federal entity Key Personnel:

Within thirty (30) days after the date of execution of the award, the non-Federal entity must furnish names, titles, and brief biographical sketches (if these have not been previously furnished), including information on the education and experience of key personnel in charge of the award project and other key professional and supervisory personnel; i.e., the members of the professional staff in a program supervisory position engaged for or assigned to duties under the award to the Grants Officer. The non-Federal entity must also provide similar information for Executive officer personnel that may subsequently be assigned by the non-Federal entity to perform duties in connection with the award. Any changes, prolonged absences, or significant adjustments of total time

devoted to the award project of any listed personnel should be brought to the attention of the GO and requires prior written approval.

Sub-Non-Federal entity Flow Down Requirement:

In accordance with [2 CFR 330](#), terms and conditions flow down to all non-Federal entity subrecipients and contractors, and must be appropriately addressed in the performing organization's sub-award instrument. All cost reimbursement sub-awards (sub-grants, subcontracts, etc.) are subject to those Federal cost principles applicable to the particular organization concerned.

Administrative and Allowable Cost Requirements:

All non-Federal entities shall comply with the following terms and conditions unless otherwise specified in the award

Certain applicable Federal administrative standards are incorporated by reference. Appropriate officials are made aware that electronic copies containing the complete text of the circulars are available on the Government Printing office [www.ecfr.gov](http://www.ecfr.gov) website and specifically at: [http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl)

In addition, all 2 CFR references are available on the Department of State's website at: <https://statebuy.state.gov>.

The principal investigator(s) or project director(s) shall receive a copy of the terms and conditions, including the award -specific requirements, and any subsequent changes in the terms and conditions.

The appropriate non-Federal entity officials shall be made aware of the terms and conditions made available by DOS in electronic form at <https://www.statebuy.state.gov/fa/Pages/TermsandConditions.aspx>. These term and conditions may be duplicated, copied or otherwise reproduced as appropriate.

This provision does not alter the non-Federal entity's full responsibility for conduct of the project and compliance with all terms and conditions.

## **VII. Mandatory Disclosure**

Consistent with [2 CFR 200.113](#), the non-federal entity must disclose, in a timely manner, in writing to the Office of the Inspector General (OIG) for the Department of State, with a copy to the cognizant Grants Officer, all violations of Federal criminal law involving fraud, bribery, or illegal gratuities potentially affecting the Federal award.

Subrecipients must disclose, in a timely manner, in writing to the OIG and to the prime recipient (pass-through entity) all violations of Federal criminal law involving fraud, bribery, or illegal gratuities potentially affecting the Federal award. Failure to make required disclosures can result in any of the remedies described in [2 CFR 200.338](#) "Remedies for Noncompliance", including suspension or debarment.

Forward disclosures to:

U.S. Department of State  
Office of Inspector General  
P.O. Box 9778  
Arlington, VA 22219  
Phone: 1-800-409-9926 or 202-647-3320  
Website: <https://oig.state.gov/hotline>

## **VIII. Confidentiality of Information**

Confidential information, as used in this Provision, means:

- Information or data of a personal nature about an individual that, if released, would constitute a clearly unwarranted invasion of personal privacy.

In addition to the types of confidential information described above, information which might require special consideration with regard to the timing of its disclosure may derive from studies or research, during which public disclosure of preliminary invalidated findings could create erroneous conclusions, which might threaten public health or safety if acted upon.

The Grants Officer and the non-Federal entity may, by mutual consent, identify elsewhere in this award specific information and/or categories of information which the Government will furnish to the non-Federal entity or that the non-Federal entity is expected to generate which is confidential. Similarly, the Grants Officer and the non-Federal entity may, by mutual consent, identify such confidential information from time to time during the performance of the agreement.

If it is established that information to be utilized under this award is subject to the Privacy Act, the non-Federal entity will follow the rules and procedures of disclosure set forth in the Privacy Act of 1974, and implementing regulations and policies, with respect to systems of records determined to be subject to the Privacy Act.

Written advance notice of at least 45 calendar days will be provided to the Grants Officer of the non-Federal entity's intent to release findings of studies or research, which have the possibility of adverse effects on the public or the Federal agency, as described above. If the Grants Officer does not pose any objections in writing within the 45-calendar day period, the non-Federal entity may proceed with disclosure.

Whenever the non-Federal entity is uncertain with regard to the proper handling of material under the Federal award, or if the material in question is subject to the Privacy Act or is confidential information subject to this Provision, the non-Federal entity shall obtain a written determination from the Grants Officer prior to any release, disclosure, dissemination, or publication.

## **IX. Conflict of Interest and Federal Assistance Awards**

The non-Federal entity must maintain written standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award and administration of sub-awards and sub-contracts. No employee, officer, or agent may participate in the selection, award, or administration of a sub-award or subcontract supported by a federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from another non-federal entity considered for a sub-award or subcontract. The officers, employees, and agents of the non-Federal entity must neither solicit nor accept gratuities, favors, or anything of monetary value from sub non-Federal entities, subcontractors, or parties to sub-awards and subcontracts. However, non-Federal entities may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-Federal entity.

If the non-Federal entity has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the non-Federal entity must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest are those where, because of relationships with a parent company, affiliate, or subsidiary organization, the non-Federal entity is unable or appears to be unable to be impartial in conducting an award or procurement action involving a related organization.

The non-Federal entity must disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity. If the effects of the potential or actual conflict of interest cannot be avoided, neutralized, or mitigated before award, the employee, officer or agent must recuse themselves from participating in the award. Where there is an organizational conflict, the prospective non-Federal entity is not eligible for the award.

If a potential or actual conflict of interest is identified after award and the effects cannot be avoided, neutralized or mitigated, the Federal awarding agency will terminate the award unless continued performance is determined to be in the best interest of the Federal government.

## **X. Liability**

The non-Federal entity shall hold and save the Government, its officers, agents and employees harmless from all liability of any nature or kind, including costs and expenses, for or on account of any or all suits for damage sustained by any person or persons or property by virtue of performance of this award.

### Notification of Award for Similar Program

The non-Federal entity must immediately provide written notification to the Grants Officer Representative and the Grants Officer in the event that, subsequent to an award, other Federal financial assistance is received relative to that particular project award.

### Protocol and Decorum

During the term of an award, the non-Federal entity will be associated with the Government in such a manner that the non-Federal entity's actions will reflect upon the Government and the United States. Therefore, the non-Federal entity will be held accountable for appropriate protocol and decorum during the award period of performance.

## **XI. Financial Management System (FMS) Requirements**

Non-Federal entities must adhere to the Code of Federal Regulations ([2 CFR 200 Subpart D](#)) standards for financial management systems and methods for making payments, and rules for satisfying cost sharing and matching requirements, accounting for program income, budget revision approvals, making audits, determining allowability of costs, and establishing funds availability.

## **XII. Payments**

Payment methods shall minimize the time elapsing between the transfer of funds from the U.S. Treasury and the issuance or redemption of checks, warrants, or payment by other means by the non-Federal entities. Payment methods of State agencies or instrumentalities shall be consistent with Treasury-State Cash Management Improvement Act (CMIA) agreements or default procedures codified at [31 CFR Part 205](#). Approval of payment requests will be based on the Recipient's progress towards achieving the award objectives, the amount of unexpended cash on-hand as reported in the [SF-425](#) and [SF-270](#), and the Recipient's adherence to the terms and conditions of the award, particularly in terms of timely submission of required financial, program and other reports. Delinquency in submitting reports may result in payment delays.

### Advances.

Non-Federal entities may be paid in advance, provided they maintain or demonstrate the willingness to maintain:

1. Written procedures that minimize the time elapsing between the transfer of funds and disbursement by the non-Federal entity, and
2. Financial management systems that meet the standards for fund control and accountability as established in [2 CFR Parts 200](#) and [600](#)

### Requirements and Procedures.

Whenever possible, advances shall be consolidated to cover anticipated cash needs for all awards made by the Department of State to the non-Federal entity.

In order of preference, advance payment mechanisms include:

1. Electronic funds transfer (EFT) via the Department of Health & Human Services (HHS) Payment Management System (PMS);
2. Department of State-issued electronic funds transfers (EFT); and
3. Treasury check.

The Department must authorize payment by a means other than through PMS.

#### Forms.

Unless otherwise specified in these Terms and Conditions, only the following forms shall be authorized for the non-Federal entities in requesting advances and reimbursements.

The Department shall not require more than an original and two copies.

1. [SF-270](#), Request for Advance or Reimbursement. Requests for Treasury check advance payment shall be submitted on [SF-270](#), —Request for Advance or Reimbursement, or other forms as may be authorized by OMB. This form is not to be used when Treasury check advance payments are made to the non-Federal entity automatically through the use of a predetermined payment schedule or if precluded by special Department of State instructions for electronic funds transfer.
2. Payments under the award will be made through the U.S. Department of Health and Human Services Payment Management System (PMS-SMARTLINK). PMS-SMARTLINK can also be accessed at the following address:  
<http://www.dpm.psc.gov>.

If the non-Federal entity needs further assistance, they are to contact the GO identified on form [DS-1909](#). Non-Federal entities should request funds based on immediate disbursement requirements and disburse funds as soon as possible to minimize the Federal cash on hand in accordance with the policies established by the U.S. Treasury Department and mandated by OMB.

### **XIII. Prior Approval Requirements**

For non-construction Federal awards, non-Federal entities must request prior approvals from Federal awarding agencies for one or more of the following program or budget-related reasons: (a) The disengagement from the project for more than three months, or a 25 percent reduction in time devoted to the project, by the approved project director or principal investigator. (b) The inclusion, unless waived by the Federal awarding agency, of costs that require prior approval. (c) The transfer of funds budgeted for participant support costs as defined in [§200.75](#) “Participant support costs” to other categories of expense. (d) Unless described in the application and funded in the approved Federal awards, the sub-awarding, transferring or contracting out of any work under a Federal award. This provision does not apply to the acquisition of supplies, material, equipment or general support services. (e) Changes in the approved cost-sharing or matching provided by the non-Federal entity. No other prior approval requirements for specific items may be imposed unless an exception has been approved by OMB. (f) Rebudgeting more than 10% of the total approved award between direct cost categories.

#### **XIV. Period of Availability of Funds**

The project period of the award is indicated on the award cover sheet ([Form DS-1909](#)). The non-Federal entity may charge to the award only allowable costs resulting from obligations incurred during the project period. However, the funds shall be available—barring cancellation of the relevant appropriation— for closeout activities that occur after the project period, and the non-Federal entity shall liquidate all obligations incurred under the award no later than 90 days after the project period.

#### **XV. Indirect Costs**

Indirect costs will not be allowable charges against this award unless specifically included as a line item in the approved budget for this award.

Indirect cost recovery for any actual indirect costs incurred by the non-Federal entity which are greater than the indirect cost line item in the approved award budget is limited up to the award amount.

A non-profit organization which has not previously established an indirect cost rate with a Federal agency, that believes the DOS should be its cognizant agency, shall submit its initial indirect cost proposal immediately after the organization is advised that an award will be made and, in no event, later than three months after the effective date of the award. For all NICRA and indirect rate inquiries please contact [AQM-NICRA@state.gov](mailto:AQM-NICRA@state.gov).

If a dispute arises in a negotiation of an indirect cost rate between DOS and the non-Federal entity, the dispute shall be resolved in accordance with the appeals procedures of the Department of State, [Office of Acquisition Management \(A/LM/AQM\)](#).

#### **XVI. Publication for Professional Audiences**

Any publications or articles resulting from the award must acknowledge the support of the Department of State and include a disclaimer of official endorsement as follows: “This [article] was funded [in part] by a grant from the United States Department of State. The opinions, findings and conclusions stated herein are those of the author[s] and do not necessarily reflect those of the United States Department of State”. The non-Federal entity must ensure that this disclaimer be included on all brochures, flyers, posters, billboards, or other graphic artwork that are produced under the terms of the award.

#### **XVII. Branding and Marking Strategy**

The Recipient shall recognize the United States Government’s funding for activities specified under this award at the project site with a graphic of the U.S. flag accompanied by one of the following two phrases based on the level of funding for the award:

- 1) Fully funded by the award: ‘Gift of the United States Government’
- 2) Partially funded by the award: ‘Funding provided by the United States Government’



Exemptions from this requirement may be allowable but must be agreed to in writing by the Grants Officer.

All programs, projects, assistance, activities, and public communications to foreign audiences, partially or fully funded by the Department, should be marked appropriately overseas with the standard U.S. flag in a size and prominence equal to (or greater than) any other logo or identity. The requirement does not apply to the Recipient's own corporate communications or in the United States.

The Recipient should ensure that all publicity and promotional materials underscore the sponsorship by or partnership with the U.S. Government or the U.S. Embassy. The Recipient may continue to use existing logos or program materials; however, a standard rectangular U.S. flag must be used in conjunction with such logos.

The U.S. flag may replace or be used in conjunction with the Department of State seal, the U.S. embassy seal, or other DOS program logos.

Sub non-Federal entities and subsequent tier sub-award agreements are subject to the marking requirements and the non-Federal entity shall include a provision in the sub non-Federal entity agreement indicating that the standard, rectangular U.S. flag is a requirement.

In the event the non-Federal entity does not comply with the marking requirements as established in the approved assistance agreement, the Grants Officer Representative and the Grants Officer must initiate corrective action with the Non-Federal entity.

## **XVIII. Travel**

All Federal Government-financed international air transportation must be accomplished by U.S. Flag air carriers or U.S. code sharing to the extent that service by those carriers is available. These circumstances are outlined below:

1. The United States – European Open Skies Air Transport Agreement ([U.S.-E.U. Open Skies Agreement](#)) is a bilateral/multilateral agreement that allows federal funded transportation services to use foreign air carriers under specific circumstances. Due to recent modifications to the U.S. – E.U. Open Skies Agreement, the Department's travel policy has been amended.
2. The modified agreement allows travelers to:
  - a. Use EU carriers if the travelers are not eligible to use City Pair Fares. Examples would be non-Federal entities and sub non-Federal entities of Federal Awards traveling between points not reflected in the approved Federal Award budget.
  - b. Use EU carriers between points in the United States and points OUTSIDE of the EU when there is no City Pair Fare on the route or the traveler is not eligible to use the fare. In essence, this allows travelers to compare costs and select between an EU and U.S. flag carrier when the flight originates, arrives in, or stops in any of the EU countries.

- c. For additional information regarding these issues, we invite the non-federal entity to review the frequently asked questions posted on our A/LM website at [http://almopsttm.a.state.gov/EU\\_OPEN\\_SKIES\\_AMENDMENT\\_FAQ.asp](http://almopsttm.a.state.gov/EU_OPEN_SKIES_AMENDMENT_FAQ.asp) or contact "[TransportationQuery@state.gov](mailto:TransportationQuery@state.gov)."

For information on other "open skies" agreements into which the United States has entered, please refer to GSA's website at <http://www.gsa.gov/portal/content/103191>.

Refer to the electronic Code of Federal Regulations as codified published in Title [41 CFR 301.10](#), "Public Contracts and Property Management, Transportation Expenses" to obtain entire Fly America Act regulatory guidance on following website address:  
[www.gpoaccess.gov/cfr/index.html](http://www.gpoaccess.gov/cfr/index.html)

## **XIX. Prohibition Against Assignment**

Notwithstanding any other provision of an award, the non-Federal entity must not transfer, pledge, mortgage, or otherwise assign the award, or any interest therein, or any claim arising thereunder, to any party or parties, bank trust companies, or other financing or financial institutions.

## **XX. Monitoring and Reporting Requirements**

### Monitoring

The non-Federal entity is responsible for oversight of the operations of the Federal award supported activities. The non-Federal entity must monitor its activities under Federal awards to assure compliance with applicable Federal requirements and performance expectations are being achieved. Monitoring by the non-Federal entity must cover each program, function or activity. Per Section 2 CFR 200.328 [http://www.ecfr.gov/cgi-bin/text-idx?node=2:1.1.2.2.1#se2.1.200\\_1328](http://www.ecfr.gov/cgi-bin/text-idx?node=2:1.1.2.2.1#se2.1.200_1328).

Annual Reconciliation of Continuing Assistance Awards. DOS must reconcile multi-year awards at least annually and evaluate program performance and financial reports. Items to be reviewed include a comparison of the non-Federal entity's work performance to its progress reports and project expenditures. See Section 7 of the U.S. Department of State Award Specific Provisions for details regarding reporting and monitoring.

### Federal Funding Accountability and Transparency Act (FFATA) Reporting Procedures

Awards that are deemed 'sensitive' and therefore do not require FFATA reporting will be designated by a provision in Section 7 of the U.S. Department of State Award Specific provisions stating that this award is not subject to the Federal Funding Accountability and Transparency Act (FFATA) sub-award reporting requirements as outlined in the Office of Management and Budgets (OMB) guidance issued August 27, 2010.

### **Reporting of first-tier sub awards.**

1. Applicability. Unless the non-Federal entity is exempt as provided under exemptions of this award term, the non-Federal entity must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in

[section 1512\(a\)\(2\)](#) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a sub award to an entity (see definitions of this award term).

2. Where and when to report.
  - i. You must report each obligating action described in paragraph a.1. of this award term to <http://www.fsrs.gov>.
  - ii. For sub award information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)
3. What to report. The non-Federal entity must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov> specify.

#### **Reporting Total Compensation of Non-Federal entity Executives.**

1. Applicability and what to report. the non-Federal entity must report total compensation for each of the five most highly compensated executives for the preceding completed fiscal year, if -
  - i. the total Federal funding authorized to date under this award is \$25,000 or more;
  - ii. in the preceding fiscal year, the non-Federal entity received—
    - (A) 80 percent or more of the annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at [2 CFR 170.320](#) (and sub awards); and
    - (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at [2 CFR 170.320](#) (and sub awards); and
    - (C) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 ([15 U.S.C. 78m\(a\), 78o\(d\)](#)) or [section 6104](#) of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>.)
2. Where and when to report. The non-Federal entity must report executive total compensation described in paragraph 1. of this award term:
  - i. As part of your registration profile at <http://www.sam.gov>.
  - ii. By the end of the month following the month in which this award is made, and annually thereafter.

#### **Reporting of Total Compensation of Sub non-Federal entity Executives.**

1. Applicability and what to report. Unless the non-Federal entity is exempt as provided in exemptions of this award term, for each first-tier sub non-Federal entity under this award, the non-Federal entity shall report the names and total compensation of each of the sub non-Federal entity's five most highly compensated executives for the sub non-Federal entity's preceding completed fiscal year, if—
  - i. in the sub non-Federal entity's preceding fiscal year, the sub non-Federal entity received—

- A. 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at [2 CFR 170.320](#) (and sub awards); and
  - B. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and sub awards); and
  - C. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 ([15 U.S.C. 78m\(a\), 78o\(d\)](#)) or [section 6104](#) of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
2. Where and when to report. The non-Federal entity must report sub non-Federal entity executive total compensation described in paragraph 1. of this award term:
- i. To the non-Federal entity.
  - ii. By the end of the month following the month during which the sub award is made. For example, if a sub award is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), the non-Federal entity must report any required compensation information of the sub non-Federal entity by November 30 of that year.

### **Exemptions**

If, in the previous tax year, gross income, from all sources, was under \$300,000, the non-Federal entity are exempt from the requirements to report: Sub awards; and the total compensation of the five most highly compensated executives of any sub non-Federal entity.

### **Definitions.**

#### **For purposes of this award term:**

- 1. Entity means all of the following, as defined in [2 CFR part 25](#):
  - i. A Governmental organization, which is a State, local government, or Indian tribe;
  - ii. A foreign public entity;
  - iii. A domestic or foreign nonprofit organization;
  - iv. A domestic or foreign for-profit organization;
  - v. A Federal agency, but only as a sub non-Federal entity under an award or sub award to a non-Federal entity.
- 2. Executive means officers, managing partners, or any other employees in management positions.
- 3. Sub award:
  - i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the non-Federal entity award to an eligible sub non-Federal entity.
  - ii. The term does not include your procurement of property and services needed to carry out the project or program.
  - iii. A sub award may be provided through any legal agreement, including an agreement that you or a sub non-Federal entity considers a contract.

4. Sub non-Federal entity means an entity that:
  - i. Receives a sub-award from you (the non-Federal entity) under this award; and
  - ii. Is accountable to you for the use of the Federal funds provided by the sub award.
5. Total compensation means the cash and noncash dollar value earned by the executive during the non-Federal entity's or sub non-Federal entity's preceding fiscal year and includes the following (for more information see [17 CFR 229.402\(c\)\(2\)](#)):
  - i. Salary and bonus.
  - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards [No. 123 \(Revised 2004\) \(FAS 123R\)](#), Shared Based Payments.
  - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
  - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
  - v. Above-market earnings on deferred compensation which is not tax-qualified.
  - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

## **XXI. Post-Award Requirements for Closeout**

Closeout procedures require:

1. submission by the grant non-Federal entity of final financial and program reports within ninety (90) calendar days after the project period end date;
2. reconciliation of all cost or expenditure discrepancies;
3. prompt payment of allowable costs;
4. immediate collection of any unexpended funds or disallowed costs;
5. de-obligation of excess funds; and
6. disposition of property and/or equipment acquired under the award.

The non-Federal entity must make every effort to obtain its Final Indirect Rate from its cognizant agency. The settlement for any upward or downward adjustment to the Federal share of costs for provisional NICRA rates are based on the non-Federal entity's submission of its Final [SF-425](#) and, for rate increases, the availability of funds remaining in the award obligation. Unrecovered indirect costs may be considered cost share or matching with prior approval of the Grants Officer. Note that the non-Federal entity must be able to substantiate any cost share.

If the non-Federal entity organization does not have its Final Indirect Rate within 12 months after the end of the project period end date, the Grants Officer shall proceed with close-out after which all funds remaining in the obligation shall be de-obligated.

## **XXII. Retention and Access Requirements for Records**

The non-Federal entity must maintain financial records, supporting documents, statistical records, and all other records pertinent to an award for a period of three years from the date of submission of the final expenditure report. Exceptions to the three-year rule are referenced in [2 CFR 200.333](#). For awards that are renewed quarterly or annually, the retention period is from the date of the submission of the quarterly or annual financial report as authorized by the Department. The Department must request transfer of certain records to its custody from non-Federal entities when it determines that the records possess long-term retention value. However, in order to avoid duplicate recordkeeping, DOS may arrange for non-Federal entities to retain any records that are continuously needed for joint use.

Timely and Unrestricted Access. DOS authorized officials, the Inspector General, Comptroller General, or any of their duly authorized representatives have the right of timely and unrestricted access to any books, documents, papers, or other records of non-Federal entities that are pertinent to the award, in order to make audits, examinations, excerpts, transcripts, and copies of such documents. This right also includes timely and reasonable access to a non-Federal entity's personnel for the purpose of interview and discussion related to such documents. The rights of access in this paragraph are not limited to the required retention period, but must last as long as records are retained.

## **XXIII. Audits**

For all DOS awards to a U.S. based non-federal entity, regardless of business type, the non-Federal entities are subject to the audit requirements found in [2 CFR Part 200 Subpart F](#). In addition, the non-Federal entities are subject to the audit requirements found in the Single Audit Act of 1984, 31 U.S.C. 7501-7507.

Non-Federal entities that expend \$750,000 or more in a year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the revised circular.

The Inspector General or any of his or her duly authorized representatives shall have access to any pertinent books, documents, papers and records of the non-Federal entity. Information accessible to the Inspector General includes written, printed, recorded, produced, or reproduced by any mechanical, magnetic, or other process or medium. DOS reserves the right to make audits, inspections, excerpts, transcriptions or other examinations as authorized by law of the non-Federal entities' documents and facilities.

The data collection form and the reporting package shall be submitted electronically to the Federal Audit Clearinghouse (<https://harvester.census.gov/sac>).

DOS and its authorized representatives have the legally enforceable right to examine, audit, and copy, at any reasonable time, all records in DOS possession pertaining to the award.

### **Audits of Foreign Non-Federal entity Organizations**

All Foreign organizations that expend \$750,000 or more in a fiscal year in Federal awards must perform an independent, non-Federal entity-contracted Single Audit or Program Specific Audit.

Program-specific Audit – means an audit of one Federal award program. Single Audit – means an audit which includes both the entity’s financial statements and the Federal Awards to be conducted in accordance with [Generally Accepted Government Auditing Standards \(GAGAS\)](#).

The audits must be independently and professionally executed in accordance with GAGAS either prescribed by a government’s Supreme Audit Institution with auditing standards approved by the Comptroller General of the United States, or in accordance with the host country’s laws or adopted by the host country’s public accountants or associations of public accountants, together with generally accepted international auditing standards. However, foreign entity audits consistent with International Standards for Auditing or other auditing standards are acceptable with the Grants Officer’s approval.

For sub-non-Federal entities expending \$750,000 or more in Department of State award funding during their fiscal year, Department of State standard audit provisions require that Prime non-Federal entities certify that audits of sub-non-Federal entities are performed annually and according to the standards described above.

The cost of audits may be charged either as an allowable direct cost to the award, or included in the organizations established indirect costs in the award’s detailed budget.

### **XXIV. Debarment and Suspension**

Debarment and suspension are discretionary actions that, taken in accordance with this subpart, are appropriate means to effectuate this policy.

1. The serious nature of debarment and suspension requires that these sanctions be imposed only in the public interest for the Government’s protection and not for purposes of punishment. Agencies shall impose debarment or suspension to protect the Government’s interest and only for the causes and in accordance with the procedures set forth in [2 CFR Part 180 subparts A Through I](#) and [2 CFR Part 601](#).
2. When more than one agency has an interest in the debarment or suspension of a non-Federal entity, the Interagency Committee on Debarment and Suspension, established under [Executive Order 12549](#), and authorized by [Section 873 of the National Defense Authorization Act, 2009 \(P. L. 110-417\)](#), shall resolve the lead agency issue and coordinate such resolution among all interested agencies prior to the initiation of any suspension, debarment, or related administrative action by any agency.

The non-Federal entity certifies to the best of its knowledge and belief that it and its principals:

1. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated; and
4. Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this award.

## **XXV. Termination**

Awards may be terminated in whole or in part if any of the circumstances stated below apply:

### National Security or Foreign Policy Interests

By DOS, if at any time DOS determines that continuation of all or part of the funding for a program should be suspended or terminated because such assistance is not consistent with the national security or foreign policy interests of the United States, or would be in violation of an applicable law. In such cases, DOS may, following notice to the non-Federal entity, suspend or terminate the award in whole or in part and prohibit the non-Federal entity from incurring additional obligations chargeable to the award other than those costs specified in the notice of suspension.

### By Mutual Agreement

When DOS wishes to terminate a project, the GO will issue, in writing, a termination notice to the non-Federal entity's authorized representative with a copy to the project manager and the GOR. The non-Federal entities may terminate their performance of a project in whole or in part. When both parties agree that continuation of the project would not produce results commensurate with further expenditure of funds or for any other reason, the award may be terminated by mutual consent. The non-Federal entities may terminate the project after the authorized representative advises the GO in writing; and concurrently sends a copy to the GOR. Within 30 days after receipt of a request by either party for termination by mutual agreement, the other party will provide an



appropriate written response. The two parties must agree upon the termination conditions, including the effective date, and, in the case of partial termination, the portion to be terminated. The non-Federal entity must not incur new obligations for the terminated portion after the effective date and must cancel as many outstanding obligations as possible. DOS will allow full credit to the non-Federal entities for the Federal Share of the obligations that cannot be cancelled properly incurred by the non-Federal entities prior to termination.

#### For Cause

DOS reserves the right to terminate the award in whole or in part at any time before the project period end date, whenever it is determined that the non-Federal entities have failed to comply with the conditions of the award. However, if DOS determines in the case of partial termination that the reduced or modified portion of the award will not accomplish the purposes for which the award was made, it may terminate the award in its entirety.

DOS must promptly notify the non-Federal entities in writing of the determination and reasons for the termination, together with the effective date. Payments made to non-Federal entities or recoveries by DOS awards terminated for cause must be in accordance with the legal rights and liabilities of the parties.

### **XXVI. Certification Regarding Lobbying**

As required by [Section 1352, Title 31 of the U.S. Code](#), and implemented at [2 CFR Part 418](#), for persons entering into a grant or cooperative agreement over \$100,000, the applicant certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal Cooperative Agreement, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all non-Federal entities shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this

certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

## **XXVII. Section 504 of the Rehabilitation Act**

[Section 504 of the Rehabilitation Act](#) provides that no otherwise qualified individual with a disability in the United States, shall, solely by reason of his/her disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal assistance. A non-Federal entity of federal financial assistance must provide programs and services in a manner that does not discriminate based on disability and ensures equal access and opportunity for people with disabilities.

For the purpose of [Section 504](#), the term individual with a disability means any person who (a) has a physical or mental impairment which substantially limits one or more of such person's major life activities, (b) has a record of such impairment, or (c) is regarded as having such impairment.

## **XXVIII. Awards to Faith-Based and Community Organizations**

The non-Federal entity may not discriminate against any beneficiary or prospective beneficiary under this award on the basis of religion or belief:

Accordingly, in providing services supported in whole or in part by this agreement or in its outreach activities related to such services, the non-Federal entity may not discriminate against current or prospective program beneficiaries on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice.

Unless specifically authorized by the Department of State, non-Federal entities that engages in explicitly religious activities, including activities that involve overt religious content such as *worship, religious instruction, and proselytization*, must perform such activities and offer such services at a different time or location from any programs or services directly funded by this award, and participation by beneficiaries in any such explicitly religious activities must be voluntary.

If the non-Federal entity makes sub-awards under this agreement, faith-based organizations should be eligible to participate on the same basis as other organizations, and should not be discriminated against on the basis of their religious character or affiliation.

## **XXIX. Religious Persecution**

The non-Federal entity must ensure that its personnel take into account in their work the considerations reflected in the International Religious Freedom Act concerning country-specific conditions, the right to freedom of religion, methods of religious persecution practiced in foreign

countries, and applicable distinctions within a country between the nature of and treatment of various religious practices and believers.

### **XXX. Prohibition on Abortion Related Activities**

The Recipient agrees that none of the funds provided by this award shall be used to issue grant funds to lobby for or against abortion. The recipient agrees that none of the funds provided by this award shall be used to pay for the performance of abortion as a method of family planning or to motivate or coerce any person to practice abortions.

### **XXXI. Minority Business Participation, Executive Order 12432**

In accordance with [Executive Order 12432](#), Minority Business Enterprise Development, DOS encourages the non-Federal entities to utilize minority business enterprises in the performance of the award. When contracting for any supplies, services, research, or construction under the award, the non-Federal entities must make their best efforts to solicit bids, proposals, or quotations from minority business enterprises.

A minority business enterprise is defined as a business that is at least 51 percent owned by one or more minority individuals, or in the case of any publicly owned business, at least 51 percent of the voting stock is owned by one or more minority individuals. The daily business operations are likewise managed by a minority owner. A minority individual is defined as a U.S. citizen who has been subjected to racial or ethnic prejudice or cultural bias because of his or her identity as a member of this group without regard to his or her individual qualities. Such groups include, but are not limited to: Black [African] Americans, Hispanic Americans, Native Americans, and Asian-Pacific Americans.

### **XXXI. Trafficking in Persons**

#### **1. Provisions applicable to any recipient.**

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
  - . Implements section 106(g) of [the Trafficking Victims Protection Act of 2000 \(TVPA\), as amended \(22 U.S.C. 7104\(g\)\)](#), and
  - i. Is in addition to all other remedies for noncompliance that are available to us under this award.
2. You must include the requirements of this award term in any subaward you make to a private entity.

#### **3. Provisions applicable to a recipient that is a private entity.**

1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not—
  - i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;

- ii. Procure a commercial sex act during the period of time that the award is in effect; or
  - iii. Use forced labor in the performance of the award or subawards under the award.
- 2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity –
  - i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
  - ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—
    - 1. Associated with performance under this award; or
    - 2. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in [2 CFR part 180](#), “OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement),” as implemented by our agency at [2 CFR part 376](#).
- 4. **Provision applicable to a recipient other than a private entity.** We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—
  - 1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
  - 2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—
    - ii. Associated with performance under this award; or
  - 3. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in [2 CFR part 180](#), “OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement),” as implemented by our agency [at 2 CFR part 376](#).
- 5. **Definitions.** For purposes of this award term:
  - 1. “Employee” means either:
    - . An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
    - i. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
  - 2. “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
  - 3. “Private entity”:

- . Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in [2 CFR 175.25](#).
- i. Includes:
  - 1. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at [2 CFR 175.25\(b\)](#).
  - 2. A for-profit organization.
- 4. “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended ([22 U.S.C. 7102](#))

**XXXII. Blocking Property and Prohibiting Transactions Who Commit, Threaten To Commit, or Support Terrorism, Executive Order 13224** [Executive Order 13224](#) designated certain individuals and entities that commit or pose a significant risk of committing terrorist acts and authorized the Secretary of State to designate additional individuals and entities.

The Order also authorized the Secretary of the Treasury to designate additional individuals and entities that provide support or services to, are owned or controlled by, act for or on behalf of, or are “otherwise associated with,” an individual or entity who has been designated in or under the order. All property and interests in property of the individual or entity in the United States or in the possession or control of United States persons are blocked. The order prohibits all transactions and dealings in blocked property or interests in the United States or by United States persons, and also prohibits transactions with, and provision of support for, individuals or entities listed in or subject to the Order.

Non-Federal entities should be aware of [Executive Order 13224](#) and the names of the individuals and entities designated thereunder. A list of these names can be found in the exclusions section of the SAM.gov. The web site is: <http://www.sam.gov>.

Non-Federal entities are reminded that U.S. Executive Order and U.S. laws prohibit transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the non-Federal entity/contractor to ensure compliance with these Executive Orders and laws.