The Honorable James L. Robart

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

JOHN DOE, et al.,

Plaintiffs,

v.

DONALD TRUMP, et al.,

Defendants.

**Civil Action No. 2:17-cv-00178JLR**

JEWISH FAMILY SERVICE OF SEATTLE, et al.,

Plaintiffs,

v.

DONALD TRUMP, et al.,

Defendants.

**Civil Action No. 2:17-cv-01707JLR**

**DEFENDANTS' MOTION FOR RECONSIDERATION CONCERNING THE SCOPE OF THE PRELIMINARY INJUNCTION**

**(RELATING TO BOTH CASES)**

NOTE ON MOTION CALENDAR:
December 27, 2017



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**Washington, DC 20530**
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## INTRODUCTION

Pursuant to Federal Rule of Civil Procedure 59(e) and Local Civil Rule 7(h), Defendants respectfully move this Court to reconsider the scope of its preliminary injunction entered on December 23, 2017.[1] In a footnote, this Court observed that the Ninth Circuit has interpreted the Supreme Court's "bona fide relationship" (BFR) standard as encompassing "refugee applicants covered by a formal assurance from a refugee resettlement agency." *Doe v. Trump*, Nos. C17-0178JLR & C17-1707JLR, 2017 WL 6551491, at *25 n.31 (W.D. Wash. Dec. 23, 2017). While it is true that, earlier this fall, the Ninth Circuit affirmed a district court order that recognized formal assurance as a BFR, the Supreme Court then stayed the Ninth Circuit's judgment. Because the Supreme Court's stay order strongly indicates that the Court disagreed with the lower courts' analysis, because that analysis is inconsistent with the Supreme Court's own discussion of what constitutes a BFR, and because the analysis also cannot be squared with the role of a resettlement agency under the U.S. Refugee Admissions Program (USRAP), this Court should modify the preliminary injunction to exclude formal assurance by a refugee resettlement agency as a means of establishing a BFR.

## STANDARD OF REVIEW

"Motions to reconsider are generally left to the discretion of the trial court." *Singleton v. Kernan*, No. 16-cv-02462-BAS-NLS, 2017 WL 4922849, at *2 (S.D. Cal. Oct. 31, 2017); *see also Turner v. Burlington N. Santa Fe R.R. Co.*, 338 F.3d 1058, 1063 (9th Cir. 2003) ("A district court has considerable discretion when considering a motion to amend a judgment under Rule 59(e)."). Such motions may be appropriate where "the district court is presented with newly discovered evidence, committed clear error, or if there is an intervening change in the controlling law." *389 Orange St. Partners v. Arnold*, 179 F.3d 656, 665 (9th Cir. 1999); *see also Nat'l Ctr. for Mfg.*

[1] In filing this motion for reconsideration challenging the scope of the preliminary injunction only, Defendants do not concede that the preliminary injunction was properly entered. Defendants preserve all prior arguments concerning the merits and the propriety of the injunction. Defendants are presently exploring their options for further review.



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*Scis. v. Dep't of Def.*, 199 F.3d 507, 511 (D.C. Cir. 2000) (motion for reconsideration was correctly granted "based upon what the court found to be clear errors of law"); *Hamby v. Walker*, No. 3:14-cv-00089-TMB, 2015 WL 12516788, at *1 (D. Alaska Sept. 2, 2015) (motion for reconsideration may be granted where court "misconceived a princip[le] of law that directly bears on the litigated issue").

## ARGUMENT

This Court should modify its preliminary injunction to exclude from coverage refugee applicants who seek to establish a BFR on the sole ground that they have received a formal assurance from a resettlement agency. The Supreme Court has signaled that resettlement assurance, without more, does not give rise to a BFR. Moreover, the assurance transaction, which reflects an agreement between a resettlement agency and *the federal government*, is far removed from the types of relationships that the Supreme Court has recognized as BFRs.

### I. The Supreme Court's Stay Orders Counsel in Favor of Modification

Three times, the Supreme Court has cast significant doubt on lower court rulings that would recognize formal assurance by a refugee resettlement agency as a BFR.

On March 15, 2017, the United States District Court for the District of Hawaii partially enjoined implementation of Executive Order No. 13,780 (commonly referred to as EO-2). *See Hawaii v. Trump*, 241 F. Supp. 3d 1119 (D. Haw. 2017). The Ninth Circuit largely affirmed the district court's injunction, though on different legal grounds, *Hawaii v. Trump*, 859 F.3d 741 (9th Cir. 2017) (per curiam), and the Government sought Supreme Court review. On June 26, 2017, the Supreme Court granted certiorari in the *Hawaii* case and in a parallel case litigated in the Fourth Circuit. The Supreme Court also stayed in part the lower court rulings, holding that the challenged sections of EO-2 could take effect as against all foreign nationals *except* those who "have a credible claim of a bona fide relationship with a person or entity in the United States." *Trump v. IRAP*, 137 S. Ct. 2080, 2088 (2017) (per curiam); *see also id.* at 2089 (extending the "bona fide relationship" standard to the portion of the *Hawaii* injunction addressing the USRAP).



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Shortly after the Supreme Court's ruling, the *Hawaii* plaintiffs filed an emergency motion in district court to clarify the scope of the preliminary injunction, which the court denied. *Hawaii v. Trump*, 258 F. Supp. 3d 1188, 1189 (D. Haw. 2017) (observing that any clarification concerning the Supreme Court's modification of the injunction "should be more appropriately sought in the Supreme Court"). The Ninth Circuit dismissed the plaintiffs' subsequent appeal. *Hawaii v. Trump*, 863 F.3d 1102, 1104 (9th Cir. 2017) (noting that "although the district court may not have the authority to *clarify* an order of the Supreme Court, it does possess the ability to interpret and enforce the Supreme Court's order, as well as the authority to enjoin against . . . a party's violation of the Supreme Court's order"). The plaintiffs then moved in the district court for enforcement or modification of the injunction, citing, as relevant here, the Government's position that formal assurance by a resettlement agency is not by itself sufficient to establish a qualifying relationship with an entity in the United States. The district court sided with the plaintiffs, and in a July 13, 2017, order, the court modified the injunction to provide, *inter alia*, that defendants were enjoined from enforcing EO-2 "to exclude refugees who . . . have a formal assurance from an agency within the United States that the agency will provide, or ensure the provision of, reception and placement services to that refugee." *Hawaii v. Trump*, 263 F. Supp. 3d 1049, 2017 WL 2989048, at *10 (D. Haw. 2017).

The Government sought immediate review in the Supreme Court. While declining the Government's request to clarify its June 26 order, the Supreme Court stayed the district court's order "modifying the preliminary injunction with respect to refugees covered by a formal assurance . . . pending resolution of the Government's appeal to the Court of Appeals for the Ninth Circuit." *Trump v. Hawaii*, 138 S. Ct. 34, 34 (2017) (mem.). Despite that stay order, the Ninth Circuit affirmed the district court's modified injunction on September 7, 2017. In so doing, the appellate court emphasized the "narrow standard" that governed its review: "We cannot say that the district court clearly erred in its factual findings or ultimately abused its discretion in holding



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that the written assurance an agency submits . . . meets the requirements set out by the Court." *Hawaii v. Trump*, 871 F.3d 646, 659, 662-63 (9th Cir. 2017).

The Supreme Court disagreed. In back-to-back orders dated September 11, 2017, and September 12, 2017, the Court first stayed the Ninth Circuit's mandate "with respect to refugees covered by a formal assurance" pending response by the plaintiffs, and then stayed the mandate "pending further order of this Court." *See Trump v. Hawaii*, 138 S. Ct. 1 (2017) (mem.); *Trump v. Hawaii*, 138 S. Ct. 49 (2017) (mem.). The Supreme Court ultimately vacated the Ninth Circuit's judgment in *Hawaii* regarding EO-2 and remanded the case for dismissal on mootness grounds. *See Trump v. Hawaii*, No. 16-1540, 2017 WL 4782860 (U.S. Oct. 24, 2017) (mem.). However, the Court's three stay orders together cast significant doubt on the lower courts' conclusion that mere coverage by a formal assurance qualifies a refugee as having a BFR. The Court's decision to stay an injunction is guided by essentially the same factors that inform the issuance of a preliminary injunction. *See Nken v. Holder*, 556 U.S. 418, 434 (2009). Thus, when the Court stayed the *Hawaii* courts' modification of the injunction to encompass resettlement assurance as a BFR, it necessarily found that the Government was "likely to succeed on the merits" and would be "irreparably injured absent a stay." *Id.* at 434 (citation omitted). Given that procedural history, and given the Ninth Circuit's narrow ruling in its September 7 opinion, this Court should reconsider its ruling that "refugees from SAO countries who have a formal assurance from . . . some . . . refugee resettlement agency or humanitarian organization[] would be covered by the preliminary injunction," *Doe*, 2017 WL 6551491, at *25 n.31. *See IRAP v. Trump*, No. TDC-17-0361, 2017 WL 4674314, at *39 (D. Md. Oct. 17, 2017) ("Pursuant to the Supreme Court's stay of the Ninth Circuit's determination that a refugee with a formal sponsorship assurance . . . has a bona fide connection to the United States, the Court concludes that clients of



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IRAP and HIAS . . . are not covered by the injunction absent a separate bona fide relationship . . . ."), *stay granted*, No. 17A560, 2017 WL 5987435 (U.S. Dec. 4, 2017) (mem.).[2]

**II. Formal Assurance by a Resettlement Agency Does Not Give Rise to a BFR**

In its June 26 order, the Supreme Court held that EO-2 could be enforced against all refugee applicants other than "an individual seeking admission as a refugee who can credibly claim a bona fide *relationship with* a person or entity in the United States." *IRAP*, 137 S. Ct. at 2089. Yet the resettlement assurance transaction typically does not directly involve the refugee applicant. Instead, it reflects an agreement between one of the nine resettlement agencies and the federal government—a promise to provide services for the refugee when he or she arrives in this country, notwithstanding that the agency typically does not have pre-arrival contact with the refugee.[3] An interpretation of the BFR standard that would encompass such an attenuated, indirect link between an agency and the refugee would read the "relationship with" language out of the Supreme Court's order. That cannot have been the Court's intent, particularly given its awareness of the substantial national-security interests at stake in the refugee admissions context. *See id.* ("[W]hen it comes to refugees who lack any [bona fide] connection to the United States . . . the balance tips in favor of the Government's compelling need to provide for the Nation's security.").

Moreover, there is no need for this Court to speculate about the Supreme Court's intent, because the Supreme Court provided clear examples in its June 26 order of the types of relationships that may qualify as BFRs. "For individuals," the Court wrote, "a close familial

[2] Indeed, the Ninth Circuit itself very recently recognized that the BFR standard encompasses close familial relationships and relationships with entities to the extent such relationships are "formal, documented, and formed in the ordinary course of business, rather than for the purpose of evading [Proclamation No. 9645]." *Hawaii v. Trump*, No. 17-17168, 2017 WL 6554184, at *25 (9th Cir. Dec. 22, 2017). The court said nothing about resettlement assurance.

[3] In the *Hawaii* litigation, the Government filed a Declaration by Lawrence E. Bartlett, Director of the Office of Admissions, Bureau of Population, Refugees, and Migration ("PRM") at the State Department. This Declaration, attached hereto as Exhibit A for the Court's convenience, provides a helpful overview of the USRAP and resettlement assurance.



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relationship is required." *Id.* at 2088. "As for entities, the relationship must be formal, documented, and formed in the ordinary course," such as a relationship between a foreign student and an American university, or between a foreign worker and an American employer, or between a foreign lecturer and an American audience. *Id.* Unlike these types of relationships, refugees do not have any freestanding connection to resettlement agencies, apart from the refugee admissions process itself, by virtue of the agencies' assurance agreement with the federal government.

Nor can the exclusion of an assured refugee plausibly be thought to 'burden' a resettlement agency in the relevant sense. *See id.* at 2087-88. Loss of a future opportunity to perform resettlement services for which the government has contracted *if* a refugee is admitted does not establish any existing, formal relationship with that refugee. As an entity that performs services on behalf of the government in carrying out a governmental program, a resettlement agency has no legally cognizable interest in that program's application to the persons whom the program exists to benefit. *See Lujan v. Nat'l Wildlife Fed'n*, 497 U.S. 871, 883 (1990); *accord Air Courier Conference of Am. v. Am. Postal Workers Union, AFL-CIO*, 498 U.S. 517, 524-25 (1991). Further, any harm (economic or otherwise) that a resettlement agency might ostensibly experience if a refugee for whom it has agreed to provide services does not arrive does not flow from any independent, preexisting relationship with the refugee formed in the ordinary course. Rather, it exists solely as a result of the agency's contracts with the federal government. And the mere fact that a U.S. person may suffer an injury due to a refugee's inability to enter the country does not suffice under the Supreme Court's BFR standard. In balancing the equities, the Court required an injury to specific types of *relationships*, not any injury simpliciter.

In short, the extension of the preliminary injunction to refugee applicants whose sole connection to a U.S. entity is through the roundabout refugee assurance process is incompatible with the Supreme Court's express and implied guidance about what constitutes a BFR.

## CONCLUSION

The Court should grant Defendants' motion for reconsideration.



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DATED: December 27, 2017

Respectfully submitted,

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*/s/ Joseph C. Dugan*
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**CERTIFICATE OF SERVICE**

I certify that on December 27, 2017, a copy of the foregoing document was electronically filed with the Clerk of the Court using the CM/ECF system, which will send notification of such filing to all counsel of record.

DATED this 27th day of December, 2017.

*/s/ Joseph C. Dugan*
JOSEPH C. DUGAN



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# Exhibit A

**UNITED STATES DISTRICT COURT**
**FOR THE DISTRICT OF HAWAII**

| | |
|---|---|
| STATE OF HAWAI'I and ISMAIL ELSHIKH,<br>*Plaintiffs*,<br>v.<br>DONALD J. TRUMP, in his official capacity as President of the United States; U.S. DEPARTMENT OF HOMELAND SECURITY; JOHN F. KELLY, in his official capacity as Secretary of Homeland Security; U.S. DEPARTMENT OF STATE; REX TILLERSON, in his official capacity as Secretary of State; and the UNITED STATES OF AMERICA,<br>*Defendants*. | No. 1:17-cv-00050-DKW-KSC<br>**DECLARATION OF LAWRENCE E. BARTLETT**<br>Judge: Hon. Derrick K. Watson<br>Related Documents:<br>Dkt. No. 293 |

I, Lawrence E. Bartlett, for my declaration pursuant to 28 U.S.C. § 1746, hereby state and depose as follows:

1. I am the Director of the Office of Admissions, Bureau of Population, Refugees, and Migration ("PRM"), within the United States Department of State. I have held this position since April 2011. Prior to becoming Director, I was the Deputy Director of the Office of Admissions for two years. In my current position, I oversee the Department of State's functions in the U.S. Refugee Admissions Program, conducted under authority of the Refugee Act of 1980.

2. I submit this declaration in support of Defendants' Opposition to Emergency Motion to Clarify Scope of Preliminary Injunction. Specifically, I address herein (i) the U.S. Refugee Admissions Program; (ii) the application and screening process for refugees before they are admitted to the United States; and (iii) the role of resettlement agencies in assisting the U.S. Government to resettle refuges in specific localities in the United States.

3. The statements made herein are based on my personal knowledge and information made available to me in the course of carrying out my duties and responsibilities as Director of the PRM Office of Admissions.

**The U.S. Refugee Admissions Program**

4. PRM maintains and oversees a program, known as the U.S. Refugee Admissions Program ("USRAP"), to resettle refugees in the United States. The USRAP is conducted under authority of the Refugee Act of 1980, which established permanent and systematic procedures for the admission of refugees of special humanitarian concern to the United States, and the effective resettlement of those refugees who are admitted.

5. The USRAP is a public-private partnership involving U.S. Government agencies, domestic non-profit organizations, and international organizations such as the United Nations High Commissioner for Refugees ("UNHCR"). PRM is responsible for overall coordination and management of the USRAP, including (i) the process by which particular individuals or groups of individuals from among the millions of refugees worldwide are considered for resettlement in the United States; (ii) the process by which individual applicants are screened to determine whether they are refugees and to assess whether they pose a threat to the safety or security of the United States; and (iii) the provision of funding to private non-profit organizations that furnish resettlement services and support to refugees approved for resettlement once they arrive.

6. The Immigration and Nationality Act ("INA") provides that the number of refugees who may be admitted to the United States each fiscal year shall be the number the President determines, in consultation with Congress, is justified by humanitarian concerns or is otherwise in the national interest. Once the President has determined the number and allocation of refugees to be admitted in a given fiscal year, PRM works with its governmental, private non-

profit and international partners in the refugee resettlement program to screen, process, and provide resettlement services for refugees in accordance with the President's priorities.

**The Refugee Screening Process**

7. It typically takes successful refugee applicants between 18 and 24 months to successfully complete the application and screening process before they can be resettled in the United States.

8. The first step for most refugees seeking to resettle in the United States is to register with UNHCR in the countries to which they have fled. UNHCR interviews refugee applicants and collects identifying documents to make a preliminary determination whether they meet the legal definition of refugees under the 1951 Convention relating to the Status of Refugees, that is, persons who cannot return to their countries of nationality because they have been persecuted, or have a well-founded fear of persecution, based on race, religion, nationality, social group, or political opinion. UNCHR also makes a determination that a very small percentage of especially vulnerable refugees should be considered for resettlement to a third country, including the United States. UNHCR has no authority to determine which refugees will be granted admission to the United States – that is solely the responsibility of the Department of Homeland Security's Bureau of United States Citizenship and Immigration Services ("DHS/USCIS").

9. If UNHCR determines that an applicant meets the United States' criteria for resettlement consideration, and uncovers no disqualifying information, UNHCR refers the applicant to a select U.S. Embassy, which then transfers the case to one of nine Resettlement Support Centers ("RSCs") located around the globe for case processing. The RSCs are overseen and funded by PRM, and operated by non-governmental organizations and the International Organization for Migration ("IOM"), an international organization with 162 member countries

(including the United States), that enter into, respectively, cooperative agreements or a Memorandum of Understanding, with the Department of State. A copy of the standard cooperative agreement between PRM and a non-governmental organization ("NGO") RSC is attached hereto as Attachment 1.

10. Under PRM's guidance, the RSCs help prepare eligible refugee applications for U.S. resettlement consideration and assist approved applicants with completing technical requirements before departure. PRM provides the RSCs with detailed instructions on U.S. Government priorities and applicable law, as well as step-by-step processing instructions for each refugee category. Once an applicant is referred by UNHCR, the RSC interviews the applicant to confirm his or her case information, and to make a preliminary determination of eligibility for resettlement in the United States. The RSC also collects the applicant's identification documents and information, such as aliases (name variants), if any, date and place of birth, nationality, and family composition. And the RSC initiates the first set of biographic security checks of each applicant, which are then exclusively conducted by U.S. Government agencies.

11. The RSCs are proxies for the U.S. Government whose functions are undertaken solely pursuant to a cooperative agreement or memorandum of understanding entered into with the Department of State. The RSCs perform no functions that are outside the scope of the cooperative agreement or memorandum of understanding funded by the U.S. Government.

12. Once case files are prepared at the RSC, the next step is the DHS/USCIS interview, where officers from USCIS personally conduct interviews in the countries in which the refugees are located and determine if the applicant qualifies for refugee status under U.S. law and meets the criteria for resettlement in the United States. Once this qualification has been established, refugees are subject to security screening.

**Final Approval and Resettlement in the United States**

13. Once all necessary security checks are complete, DHS/USCIS notifies PRM that a refugee applicant is approved. The applicant then undergoes medical screening to ensure that those with a contagious disease, such as tuberculosis, do not enter the United States.

14. The RSC also obtains a "sponsorship assurance" from one of nine private non-profit organizations in the United States, known as resettlement agencies. The resettlement agencies are Church World Service, Episcopal Migration Ministries, Ethiopian Community Development Council, HIAS, International Rescue Committee, Lutheran Immigration and Refugee Service, United States Committee for Refugees and Immigrants, United States Conference of Catholic Bishops, and World Relief.

15. Each fiscal year, these resettlement agencies enter into cooperative agreements with PRM to provide assistance to newly arrived refugees, in accordance with a PRM-approved placement plan specifying the anticipated numbers of refugees each agency will resettle that year in the states and localities throughout the nation where the agency operates. A copy of the standard cooperative agreement between PRM and resettlement agencies is attached hereto as Attachment 2.

16. All refugees receive a sponsorship assurance from a resettlement agency before they travel to the United States. A copy of a sample assurance is attached hereto as Attachment 3.

17. As of June 30, 2017, a total of 23,958 refugees in the USRAP were assured by a resettlement agency. It is unlikely that all the refugees who are already assured would travel to the United States during the next 120 days while Executive Order 13,780's refugee suspension is partially in effect.

18. For each fiscal year, in consultation with state and local governments and resettlement agencies, PRM approves a national refugee resettlement plan, which determines on a state-by-state, city-by-city basis the number of refugees to be resettled in particular communities. For an individual case (*i.e.,* an individual refugee or a group, usually a family), the resettlement agency assesses the best resettlement location for the refugee candidate(s) within the United States subject to the parameters of the PRM-approved national resettlement plan. The primary considerations include whether a refugee has family ties in a certain locality; whether the local agency has the language skills needed to communicate with the refugee; whether the refugee's medical needs can be addressed in the local community; and employment opportunities in the community.

19. Once an applicant is approved for resettlement, the applicant passes all required medical exams, and the RSC has obtained the necessary sponsorship assurances from the local agency, the RSC refers the case to IOM for transportation to the United States. Under a Memorandum of Understanding with PRM, IOM administers a PRM-funded program to arrange for approved refugees' commercial transport from their temporary host country to the United States.

20. Once refugees reach their resettlement locality in the United States, the standard cooperative agreement between PRM and each domestic resettlement agency specifies the services that the agency must provide to each refugee. The resettlement agencies and their local affiliates are responsible for providing initial reception by the agency and/or a family member or friend, and providing core services (including low-cost housing, modest furnishings, basic seasonal clothing and food, as well as assistance with obtaining access to medical, employment, educational, language-education and other needed social services) to arriving refugees. The nine organizations maintain a nationwide network of 354 affiliated offices in 197 locations throughout

the United States to provide these services. Each agency headquarters maintains contact with its local affiliated agencies to monitor the resources (*e.g.*, interpreters who speak various languages, the size and special features of available housing, the availability of schools with special services, medical care, English classes, employment services, etc.) that each affiliate's community can offer. Under their cooperative agreements with PRM, each resettlement agency must conduct placement, planning, reception, and basic needs and core service activities in close cooperation and coordination with state and local governments.

21. Resettlement agencies may work with individuals or organizations in the United States, including any U.S. ties a refugee may have (*i.e.*, relatives or friends of the refugee living in the United States who were listed on the refugee's application), to prepare for the refugee's arrival. Typically, however, resettlement agencies do not have direct contact with the refugees for whom they have provided sponsorship assurances before the refugees arrive in the United States. When a resettlement agency needs information or an update on a refugee's status, the resettlement agency contacts the RSC.

22. PRM provides partial funding for these resettlement services during the period of initial resettlement, not to exceed 90 days, through one-time per capita payments to refugees' sponsoring resettlement agencies, as well as time-limited case-management programs. The U.S. Department of Health and Human Services' Office of Refugee Resettlement works through the states and other nongovernmental organizations to provide longer-term cash and medical assistance, as well as language, employment, and social services. The purpose of these programs is to help refugees find employment, become economically self-sufficient, and integrate into American society.

23. PRM's cooperative agreements with resettlement agencies also require the agencies to convene and conduct quarterly consultations with relevant stakeholders, including

State Refugee Coordinators. PRM requires resettlement agencies to conduct these quarterly consultations with state and local officials, because, as the organizations that conduct placement planning and reception activities, provide for the basic needs of newly resettled refugees, and arrange for their access to essential public services, the resettlement agencies are best positioned by virtue of their experience and knowledge of local conditions to consult meaningfully with state and local governments about their capacity, as well as the capacity of local communities, to meet the needs of forthcoming refugees.

I declare under penalty of perjury that the foregoing is true and correct. Executed on 3 July, 2017.

Lawrence E. Bartlett

Lawrence E. Bartlett

Name of Recipient/Country S-PRMCO-17-CA-1XXX

# U.S. Department of State
# Award Provisions

Mandatory Award Provisions:

1. Purpose/Scope of Award:

a. Purpose: **Name of Recipient (Recipient Acronym)**, type of organization – non-profit, educational, foreign organization, etc., (hereinafter referred to as the "Recipient") is hereby awarded a Cooperative Agreement to support "Resettlement Support Center Name of Region." The Recipient shall:

i. Assist persons seeking or suggested for admission to the United States under the United States Refugee Admissions Program (hereinafter referred to as "applicants") to complete applications for consideration;

ii. Assist the U.S. Government ("Government") in the processing of such applications;

iii. Conduct Cultural Orientation for approved applicants; and

iv. Collect information from applicants that will enable resettlement agencies to make decisions regarding appropriate placement.

b. The Recipient shall carry out the Agreement in accordance with its proposal dated Date, 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.

c. The recipient agrees to:

i. Assist, as requested, in obtaining and maintaining statistical and other information needed for the U.S. government to determine both the status of the program and the appropriate pool of applicants to be interviewed by government officials for possible admission to the United States. All information collected on individual cases must be recorded in the Worldwide Refugee Admissions Processing System (WRAPS), maintained by the Refugee Processing Center (RPC) in Arlington, Virginia. All sharing of individual information is subject to the Privacy Act, 5 U.S.C. 552a, Section 222(f) of the I.N.A., 8 U.S.C. 1202(f), and the State Department's Bureau of Population, Refugees and Migration's ("PRM" or "Bureau") "Guidelines for the Treatment of Refugee Records " revised November 19, 2013 and attached hereto as Attachment B;

ii. Interview, through interpreters if required, applicants to determine their family composition, flight history and to obtain other relevant information needed (l) by the U.S. government to determine their eligibility for admission to the United States as refugees or

immigrants, and (2) by resettlement agencies in the United States to arrange appropriate placement for those who are approved for admission;

iii. Correspond, as necessary, with persons in the United States and other countries, with the offices of the United Nations High Commissioner for Refugees (UNHCR), and with other referring agencies, to obtain additional information relating to the applicants' qualifications for admission to the United States;

iv. Verify, to the extent possible, information provided by and about applicants, making written records of all communications relating to such verification efforts and ensuring accuracy of information recorded in WRAPS and case file;

v. Compile per WRAPS Standard Operating Procedures (SOPs), available at www.wrapsnet.org, for each applicant, files, and records that accurately document all relevant information obtained from the applicant and others, and that include all correspondence received or sent and records of all communications concerning the applicant;

vi. Perform such other information-gathering tasks as may be requested by appropriate Government officials to assist them in determining the admissibility of applicants;

vii. After this process of gathering and verifying information is complete, provide personnel to accompany United States government officials to the site at which the admissibility of the applicant, based on the file and face-to-face interviews, will be determined by such officials;

viii. Inform all applicants at the time the application process is initiated, and on other occasions as appropriate, of the importance of providing complete, accurate, and truthful information in connection with their applications for admission;

ix. Establish and document systems and procedures to mitigate and prevent fraudulent activities per the "RSC Program Integrity Guidelines" (Attachment C);

x. If the applicant is approved for admission as a refugee under the United States Refugee Admissions Program, complete out-processing requirements for the case, including arranging medical exams, obtaining sponsorship assurances, and requesting or obtaining travel;

xi. Provide Cultural Orientation, with appropriate language interpretation if needed, to approved refugees ages 15 and above in accordance with guidelines developed in conjunction with the Bureau by the Cultural Orientation Technical Assistance provider and described in the publication "Welcome to the United States--A Guidebook for Refugees" (Fourth Edition, 2012). Recipient must ensure that 95% of eligible refugees departing have received orientation prior to departure. The cultural orientation training will at a minimum address the following subjects:

- Role of the Resettlement Agency
- Rights and Responsibilities of Refugees
- Transit
- Early Employment Priority
- Work plus English Study
- Public Assistance Benefits
- Cultural Adjustment
- Education
- Health Care
- Housing

Additional orientation materials are available from the Cultural Orientation Resource Exchange at www.COResourceExchange.org.

a. CWS: age 15 and over in all locations; children entering the URM program; and children age 6-14 in Chad, Rwanda and Kenya.

b. HIAS: age 15 and over.

c. IRC: age 15 and over in all locations; children entering the URM program; and children age 8-14 in Thailand and Malaysia.

d. ICMC: age 15 and over; and children age 8-14 in Turkey.

xii. Subject to the Freedom of Information Act, 5 U.S.C. 552, the Privacy Act, 5 U.S.C. 552a, Section 222(f) of the I.N.A., 8 U.S.C. 1202(f), the Department's access to information regulations, 5 FAM 480 (including 22 C.F.R. Part 171), and the Bureau's "Guidelines for the Treatment of Refugee Records " revised November 19, 2013 and attached hereto as Attachment B, respond to inquiries from applicants, the public, the Congress, and other Government agencies who have a particular interest in applicants on whom files are maintained;

xiii. Establish standard operating procedures (SOPs) for completion of items (i) through (xi), ensuring compliance with the USRAP Overseas Processing Manual, WRAPS processing SOPs, and PRM Program Announcements; and

xiv. Undertake such other functions that may be requested by the Bureau in furtherance of the goals of the United States Refugee Admissions Program.

For CWS only:

xv. Conduct English as a Second Language education for Congolese refugees in certain locations who have been approved for resettlement to the U.S. ESL courses will be conducted with technical assistance from the Center for Applied Linguistics.

xvi. Manage the Africa Regional Deployment Unit to provide resettlement referral support to UNHCR in the region. Priorities for deployments will be established in consultation with PRM.

2. Grants Officer Contact Information:

Name
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
emailXXX@state.gov
Phone 202-453-92XX
Fax 202-453-9395

3. Grants Officer Representative (GOR):

Name
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
GOREmail@state.gov
Phone 202-453-9XXX
Fax 202-453-93XX

4. 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.

| **Budget Categories** | Amount |
|---|---|
| 1. Personnel | $ |
| 2. Fringe Benefits | $ |
| 3. Travel | $ |

Name of Recipient/Country S-PRMCO-17-CA-1XXX

| | |
|---|---|
| 4. Equipment | $ |
| 5. Supplies | $ |
| 6. Contractual | $ |
| 7. Construction | $ |
| 8. Other Direct Costs | $ |
| 9. Total Direct Costs (lines 1-8) | $ 0 |
| 10. Indirect Costs (reflect provisional, pre-determined rate and allocation base) | $ |
| 11. Total Costs (lines 9-10) | $ 0 |
| 12. Recipient Share | $ |

5. Payment Method:

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 Circulars.

6. Reporting and Monitoring:

**Copies of the reports required herein shall be submitted with one copy to the Office of the Comptroller, Bureau of Population, Refugees, and Migration, Washington, D.C., one copy to the Office of Admissions, Bureau of Population, Refugees and Migration ("PRM/A"), Washington, D.C., and one copy to the Refugee Coordinator.** Reports should not be shared with other entities without the written approval of PRM. 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. 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 subject line of the electronic mail transmissions to the admissions office and Refugee Coordinator must include the following information: Organization Name, Agreement Number, Report Type, and Reporting Period.

The Recipient is required to submit quarterly program and financial reports based on the schedule outlined below. A final certified financial report and program report must be submitted

to the Grants and Program Officers/GO and GOR within 90 days after the award period end date. 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 entity 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:

1. 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.

2. The reasons why established goals were not met, if appropriate.

3. Additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.

Program Progress Report Schedule and Requirements:

| Quarter Start Date | Quarter End Date | Report Due Date |
|---|---|---|
| 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 report should cover activities carried out during the full period of the agreement.

Each report should address the objectives set forth in Section 1.c. 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. Each program report will follow the template provided by the PRM/A Program Officer. In addition, reference this template as being attached in block 10 of the SF-PPR. This template is designed to ease the reporting requirements while ensuring that all required elements are addressed.

Should the Recipient implement this project through the award of $15,000 or more to a sub-recipient(s), the Recipient must include the activities of each organization in the program reports. These reports shall include the full name of each sub-recipient, the amount of funding

authorized, a description of the activities performed, and a brief assessment of how the activities were carried out.

Each report should also note any changes made or anticipated with regard to staffing requirements, security arrangements, or other aspects of the funded program. Should any change or anticipated change affect the use of funds or the rate of expenditure, special mention should be highlighted in the report.

In addition to the regular reports described above, the Recipient shall promptly inform the Bureau, in writing, should any special circumstance be encountered that is likely to delay or prevent the Recipient from meeting the objectives set forth in Section 1.c.

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. 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 two parts: 1) 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 2) in accordance with the items of expenditure categories set forth under Section 5 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.**

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.

Reporting of Foreign Taxes:

The Recipient must annually submit a report on or before November 17 for each foreign country on the amount of foreign tax charged, as of September 30 of the same year, by a foreign government on commodity purchase transactions valued at $500 or more financed with U.S. foreign assistance funds under this agreement during the prior U.S. fiscal year. In addition to the amount of foreign tax charged, the report must reflect the amount reimbursed by the foreign government. This report must be submitted even if the Recipient did not pay any taxes during the reporting period.

The Recipient must include this reporting requirement in all applicable subcontracts, sub-grants and other sub-agreements.

The report must contain:

(1) contractor/grantee name;
(2) contact name with phone, fax and email;
(3) agreement number(s) if reporting by agreement(s);
(4) amount of foreign taxes assessed for each foreign government; and
(5) amount of any foreign taxes reimbursed by each foreign government.

For purposes of this term and condition:

(1) “Agreement” includes any Bureau funded grant or cooperative agreement;
(2) "Commodity" means any material, article, supplies, goods, or equipment;
(3) "Foreign government" includes any foreign governmental entity; and
(4) "Foreign taxes" means value-added taxes and custom duties assessed by a foreign government on a commodity. It does not include foreign sales taxes.

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.

7. 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.

8. Post-Award Compliance:

Department of State (DOS) Standard Terms and Conditions for Federal Assistance Awards (Attachment D) are incorporated by reference and made part of this Notice of Award. Electronic copies containing the complete text are available at: https://www.statebuy.state.gov/fa/Pages/TermsandConditions.aspx.

9. Substantial Involvement:

The Recipient shall carry out its operational and administrative responsibilities hereunder in close coordination with and under the direction of the designated offices of the Bureau and appropriate American Embassy. 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) Periodically visits and evaluates the general performance of the Recipient's operations under this agreement to ensure that the established 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.

b. American Embassy, Embassy City, Refugee Coordinator

Acting as the Bureau's overseas representative:

1. Acts as liaison, as required with the Government of Country of Project, the UNHCR, the International Organization for Migration (IOM), and other appropriate organizations regarding issues involving this program.

2. Monitors and evaluates the general performance of the Recipient's operations under this agreement to ensure that the established objectives are being successfully met, and provides the Bureau reports on whether the performance is in compliance with the terms of this agreement.

3. Analyzes and reports to the Bureau on any proposed budget adjustments, identifying items that may require special consideration and recommending whether the proposed budget or portions thereof be approved or disapproved.

10. Program Income: N/A

11. Cost-Sharing: N/A

12. Sub-recipients: N/A

13. Waiver of Branding and Marking Requirements: N/A

**However if a waiver of the DOS or USG branding and marking requirements has been granted, use the following provision:**
Provision XVII of the Standard Terms and Conditions for U.S. Department of State assistance awards, requires that materials produced under an award must be marked appropriately to [affirmatively] acknowledge the support of the U.S. Department of State. However, the Department has determined that for the purposes of this award, the recipient is not required to publicly display DOS and/or USG branding and marking for materials produced under this award.

14. Additional Bureau/Post 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, as well as applicable laws of the countries where activities are performed.

a. Program Management

1. Coordinate with U.S. government agencies, non-governmental organizations and international organizations involved with the refugee admissions program as described in the program proposal (Attachment A).

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 previously submitted to the Bureau referenced in its proposal (Attachment A).

3. 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.

4. With regard to religious persecution in particular, the Recipient shall 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.

5. 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.

6. 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.

7. Branding and Marking Strategy. The Recipient shall state in all appropriate publications and printed descriptions, including press releases, annual reports and financial statements, that activities conducted under this agreement are financed by the United States Department of State's Bureau of Population, Refugees and Migration. The Recipient shall recognize the Bureau's funding for activities specified under this cooperative agreement 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 from PRM:

   1) Fully funded with PRM contribution: 'Gift of the United States Government'
   2) Partially funded with PRM contribution: 'Funding provided by the United States Government'

   The Recipient shall also comply with the "Style Guidelines for Resettlement Support Centers" dated April 2, 2012, and attached hereto as Attachment E. Exemptions from this requirement may be allowable but must be agreed to in writing by the Bureau.

8. Treat all files on applicants as U.S. Government records: create, maintain, protect, disclose, and dispose of such files and information therein only in accordance with the Freedom of Information Act, 5 U.S.C. 552, the Privacy Act, 5 U.S.C. 552a, Section 222(f) of the I.N.A., 8 U.S.C. 1202(f), other applicable federal records statutes and Department regulations (5 FAM 480, including 22 C.F.R. Part 171), and the Bureau's "Guidelines for the Treatment of Refugee Records " revised November 19, 2013 and attached hereto as Attachment B, and inform all the Recipient personnel with access to such files and information of such laws and guidelines.

9. Make all information and records in its possession pertaining to applicants available upon request to the Bureau, the Refugee Coordinator, and the relevant Department of Homeland Security, U.S. Citizenship and Immigration Services Field Office Director.

10. Instruct all persons in positions funded under this agreement that they have a duty to ensure that all relevant information in their possession bearing on an applicant's eligibility for admission to the United States, including information bearing on the applicant's credibility, is made available to the U.S. Government.

11. Activities undertaken by the RSC must consider the needs of potentially vulnerable and underserved groups among the beneficiary population (women; children; lesbian, gay, bisexual, transgender, or intersex (LGBTI) individuals; older persons; the sick; persons with disabilities; and other minorities). Recipient must be able to demonstrate what steps have been taken to meet the specific and unique protection and assistance needs of these vulnerable groups effectively.

12. 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 applicants and this agreement.

13. 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.

b. Staffing

1. The Recipient shall appoint a Director of the Resettlement Support Center (RSC Director) who shall be responsible for the day-to-day supervision of all persons employed by the Recipient in positions funded under this agreement and for the day-to-day management of the Recipient's operations under this agreement.

2. No person shall be assigned to the position of RSC Director or RSC Deputy Director funded under this agreement without prior consultation with and the express written approval of the Bureau.

3. The Recipient shall (1) require any newly appointed RSC Director and any person appointed to any other key staff position funded under this agreement who is in the United States at the time of the appointment to consult with the Bureau prior to assuming his or her duties; and (2) inform the Bureau when the RSC Director or key staff position funded under this agreement are on leave in the United States to determine if consultations with the Bureau are needed. Consultation will be with such offices within the Bureau and the Department of State as the Bureau determines to be appropriate.

4. The Recipient shall maintain and provide, on request, the Bureau and the Refugee Coordinator with current position descriptions for all positions funded under this agreement.

5. The Bureau may request that the Recipient investigate and promptly resolve any performance issue involving any person in a position funded under this agreement; in addition, the Bureau may require the Recipient to remove or reassign any person in any position funded under this agreement when the Bureau determines, after consultation with the Recipient, that the interests of the United States may be compromised unless such action is taken.

6. The Recipient shall ensure that a security background check is performed on each staff member (both locally hired and international) prior to his/her employment under this cooperative agreement. Previously hired employees may be subject to such security background checks at the discretion of the Bureau. Should derogatory information be found in any reports, a copy of such report shall be submitted to the Bureau's representative (Refugee Coordinator) at the appropriate U.S. Embassy for a final determination of approval for hiring.

7. The Bureau, at its discretion, may require that the RSC Director and/or Deputy Director funded under this agreement obtain a Government security clearance for access to classified information.

c. Non-U.S. based organizations below the audit threshold: N/A

15. Specific Conditions: (Block 19 of the DS-1909 must be checked and Grants Officer will add specific conditions to the agreement that comply with the requirements of 2 CFR 200.207. If the Grants Officer determines that this section does not apply to the agreement, Enter N/A next to the title and delete the text of the provision.)

ALSO:

Effective FY2013, Program Officers must submit documentation with the transmittal package for federal assistance awards with performance in **Afghanistan and Five Other Countries for the Prevention of Terrorist Financing (currently in Guatemala, Kenya, Lebanon, Philippines and Ukraine)**. See GPD-62 Vetting of Afghanistan and Five-Country Pilot Program for the Prevention of Terrorist Financing for guidance on vetting procedures, solicitation requirements, due diligence and the required form. The following provision will be included in federal assistance awards for Afghanistan or that were subject to the Five-Country Pilot Program vetting:

a. Recipient Vetting after Award: Recipients shall advise the Grants Officer of any changes in personnel listed in the DS Form 4184, Risk Analysis Information, and shall provide vetting information on new individuals. The government reserves the right to vet these personnel changes and to terminate assistance awards for convenience based on vetting results.

b. Noncompeting Application Requirements: N/A (for CWS and ICMC)

(Include as follows for HIAS and IRC)

Multi-year applications selected for funding by the Bureau will be funded in 12-month increments based on the proposals submitted in the competing application and as approved by the Bureau. Continued funding requires the submission of a noncompeting continuation application as follows:

Continuation applications must be submitted not later than ninety (90) days from the proposed start date of the award. Late applications will jeopardize continued funding.
Applications must be signed by the Authorized Organization Representative (AOR) at the applicant organization on the submitted SF-424.
Pursuant to U.S. Code, Title 218, Section 1001, stated on OMB Standard Form 424 (SF-424), Department of State is authorized to consolidate the certifications and assurances required by Federal law or regulations for its federal assistance programs. The list of certifications and assurances can be found at: https://www.statebuy.state.gov
Proposal Content, Formatting and Templates: Please refer to the Bureau guidance. You must submit a complete application including:
Signed completed SF-424.
Proposal for the continuation period.
Budget for the continuation period.
Budget narrative.
Most recent Negotiated Indirect Cost Rate Agreement (NICRA), if applicable.
Information on the amount of unexpended funds to include a statement of the estimated cumulative total dollar amount taking into consideration the actual expenditures shown on the Financial Status Report. Note that funds are available for expenditure only during the period in which they are awarded.

16. Special Provision for Performance in a Designated Combat Area (SPOT): N/A

17. State Department Leahy Amendment Vetting Requirements: N/A

18. Statutory Deviations: N/A

Name of Recipient S-PRMCO-17-CA-1XXX

# U.S. Department of State
# Award Provisions

**1. Purpose/Scope of Award:**

a. Purpose: **Name of Recipient (Recipient Acronym)**, 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 Date, 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;



Bartlett Declaration
Attachment 2

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%
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:**

Name
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
emailXXX@state.gov
Phone 202-453-92XX
Fax 202-453-9395

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

Name
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
GOREmail@state.gov
Phone 202-453-9XXX
Fax 202-453-93XX

**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:**

Name of Recipient S-PRMCO-17-CA-1XXX

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.

| **Budget Categories** | Amount |
|---|---|
| 1. Personnel | $ |
| 2. Fringe Benefits | $ |
| 3. Travel | $ |
| 4. Equipment | $ |
| 5. Supplies | $ |
| 6. Contractual | $ |
| 7. Construction | $ |
| 8. Other Direct Costs | $ |
| 9. Total Direct Costs (lines 1-8) | $0 |
| 10. Indirect Costs (reflect provisional, pre-determined rate and allocation base) | $ |
| 11. Total Costs (lines 9-10) | $ 0 |
| 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 x,xxx 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 to which the refugee is assigned and is to be used to cover payments made by the affiliate 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 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 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 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 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 $xxx,xxx 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 up to $xxx.xxx 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 $xxx,xxx 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 affiliates 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 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 expenses or for payments to or on behalf of refugees.

i. Per Capita Funds

1) Any unexpended per capita funds designated for affiliates 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 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. 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:

| Quarter Start Date | Quarter End Date | Report Due Date |
|---|---|---|
| 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 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; and
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.

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.

**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;
4) the efforts by the Recipient and its affiliates to coordinate with local social service providers so as to avoid duplication of services;
5) the efforts by the Recipient and its affiliates 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 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 15th 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.

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 30th) during the validity period and transmitted as a Grant Note through 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.

**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.

**Availability of Per Capita Funds**

Name of Recipient S-PRMCO-17-CA-1XXX

A written statement must be submitted on or before December 31, 2017 as a Grant Note through 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** OR (omit for ECDC)

The Recipient shall submit as a Grant Note through 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 31, 2017, and October 31, 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.

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 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, 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.

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 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.

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 age 18 through 25 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. 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 case. 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 (90th) 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 (90th) 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 (Varies for ECDC)

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.

OR (for ECDC)

The Recipient shall assist the Agency or IOM assigned responsibility for providing loan services to refugees being resettled under this Cooperative Agreement. This assistance shall 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

# RECEPTION AND PLACEMENT PROGRAM ASSURANCE FORM

IRC

Placement Code:0/ 0

International Rescue Committee

122 East 42nd Street, 12th Floor

New York, NY 10168-1289

Phone: 212-551-3000 Fax: 212-551-3180

Date: [redacted] File No.: [redacted] Present Location: [redacted]

The following persons have been accepted for resettlement under our auspices:

| No | Name | Relat | A Number | DOB | MC | Sex | POB |
|---|---|---|---|---|---|---|---|
| [redacted] | | | | | | | |

Affiliate

Local Co-Sponsor

Relative (if applicable)

[redacted]

INTERNATIONAL RESCUE

[redacted]

Airport of Final Destination: [redacted]

Placement Location (City, State): [redacted]

Special Instructions:

The Affiliate has an agreement with the national agency to provide or ensure the provision of reception and placement services to the above named refugee(s) in accordance with the U.S.Dept of State Cooperative Agreement.

Signature: *Signature on File*

(Authorized Agency Representative)

SAMPLE

Refugee Processing Center
1401 Wilson Boulevard
Suite 700
Arlington, VA 22209-2306



Bartlett Declaration
Attachment 3

The Honorable James L. Robart

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

JOHN DOE, et al.,

Plaintiffs,

v.

DONALD TRUMP, et al.,

Defendants.

**Civil Action No. 2:17-cv-00178JLR**

JEWISH FAMILY SERVICE OF SEATTLE, et al.,

Plaintiffs,

v.

DONALD TRUMP, et al.,

Defendants.

**Civil Action No. 2:17-cv-01707JLR**

**[PROPOSED] ORDER GRANTING DEFENDANTS' MOTION FOR RECONSIDERATION**



**U.S. DEPARTMENT OF JUSTICE**
**20 Massachusetts Ave., NW**
**Washington, DC 20530**
**Tel: (202) 514-3259**

Upon review of Defendants' Motion for Reconsideration Concerning the Scope of the Preliminary Injunction, and for good cause shown, it is hereby ORDERED:

1. Defendants' motion is GRANTED; and
2. The preliminary injunction entered on December 23, 2017, is MODIFIED to the extent that formal assurance by a refugee resettlement agency shall not be deemed to satisfy the requirement of a bona fide relationship to a person or entity within the United States.

Dated this ___ day of _____.

_____
Hon. James L. Robart
United States District Judge

**Presented by:**

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Acting Assistant Attorney General

JENNIFER D. RICKETTS
Director, Federal Programs Branch

JOHN R. TYLER
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