

Award Specifics

U.S. Department of State

FY 2009 RECEPTION AND PLACEMENT
BASIC TERMS
OF
THE COOPERATIVE AGREEMENT
BETWEEN
THE GOVERNMENT OF THE UNITED STATES OF AMERICA
AND THE (NAME OF ORGANIZATION)

1. **Standardized Assistance Instrument Identification Number:** SPRMCO09CA---
2. **Amount of Award:** \$-,---,---
3. **Purpose/Scope of Award:** Reception and Placement
4. **Grants Officer Contact Information:**

Grants Officer, Name/Title
Office of the Comptroller
Bureau of Population, Refugees, and Migration
United States Department of State
SA-1, Suite L505
Washington, D.C. 20522-0105
prmcomptroller2@state.gov
Phone 202-663-1022
Fax 202-663-3548

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. **Post-Award Compliance:** Department Of State Standard Terms and Conditions for Federal Assistance Awards are incorporated by reference and made part of this Notice of Award. Electronic copies containing the complete text are available at: <http://fa.statebuy.state.gov>, under Resources select Notice of Awards (T&Cs) to access the domestic or overseas terms

and conditions applicable to the Recipient. 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.

7. Authorized Budget

| Budget Categories | Total |
|---|--------------|
| 1. Personnel | |
| 2. Fringe Benefits | |
| 3. Travel | |
| 4. Equipment | |
| 5. Supplies | |
| 6. Contractual | |
| 7. Construction | |
| 8. Other Direct Costs (include per capita as a separate line item) a. Per Capita (X,XXX * \$900) | |
| 9. Total Direct Costs (lines 1-8) | |
| 10. Indirect Costs* (reflect provisional, pre-determined rate and allocation base) | |
| 11. Total Costs (lines 9-10) | |
| 12. Cost-Sharing (including recipient and other funding sources) | |

8. Reporting and Monitoring: See Bureau/Program Specific Requirements including Section 8.D and 8.F.

Bureau/Program Specific Requirements

1. SUBSTANTIAL INVOLVEMENT – See Section 8 including Section 8.D.

2. PRE-AWARD COSTS - N/A (not applicable)

3. PROGRAM INCOME – N/A (not applicable)

4. COST SHARING - N/A (not applicable)

OR

When awarding to a U.S. organization, use the following provision:

It is understood and agreed that the Recipient must provide the minimum amount of cost sharing as stipulated in the Recipient's budget approved by the Grants Officer. Cost sharing may be in the form of allowable direct or indirect costs. The Recipient must maintain written records to support all allowable costs which are claimed as being its contribution to cost participation, as well as costs to be paid by the Federal Government. Such records are subject to audit. The basis for determining the value of cash and in-kind contributions must be in accordance with 2 CFR 215.23 (OMB Circular A-110 (Revised), Subpart C. 23 Cost Sharing and Matching). In the event the Recipient does not provide the minimum amount of cost sharing as stipulated in the Recipient's approved budget, the DOS' contribution will be reduced in proportion to the Recipient's contribution.

5. SUB-RECIPIENTS – N/A (not applicable)

6. WAIVER OF THE ACKNOWLEDGEMENT OF DOS OR USG INVOLVEMENT – N/A (not applicable)

7. WAIVER OF THE PUBLICATIONS FOR PROFESSIONAL AUDIENCES –N/A (not applicable)

8. ADDITIONAL BUREAU SPECIFIC REQUIREMENTS

8.A -- PREAMBLE

THE GOVERNMENT OF THE UNITED STATES OF AMERICA (hereinafter referred to as the "Government"), acting through the Department of State, Bureau of Population, Refugees, and Migration (hereinafter referred to as the "Bureau"), and the _____, a nonprofit organization with its principal office located at _____, (hereinafter referred to as the "Recipient"),
HEREBY AGREE AS FOLLOWS:

WHEREAS, the Bureau is conducting an initial reception and placement program for refugees 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");

WHEREAS, the Bureau deems it appropriate to seek the Recipient's assistance in furtherance of the purposes of this program; and

WHEREAS, the Recipient has indicated its willingness and qualifications to provide the assistance required by the Bureau in a manner acceptable to the Bureau and consistent with applicable legal requirements as described in the Recipient's proposal dated , 2008 for the FY 2009 program, incorporated herein as Attachment A;

The Recipient will assist the Bureau in accordance with the terms and conditions set forth below:

8.B - PURPOSE, FUNDING, VALIDITY PERIOD AND DEFINITIONS

8.B.1 -- Purposes and Goals

- a. The purpose of this agreement is to provide financial support to partially cover the Recipient's expenses of arranging for the reception and placement of refugees in the United States by ensuring that refugees approved for admission are sponsored and offered appropriate assistance in their initial resettlement in the United States.
- b. The goals of this agreement include, but are not limited to, providing refugees with basic necessities and core services during their initial period of resettlement.
- c. The goals of this agreement also include assisting refugees in achieving economic self-sufficiency through employment as soon as possible after their arrival in the United States in coordination with publicly supported refugee service and assistance programs.

8.B.2 -- Funding

The Bureau hereby confirms the award of \$ to the Recipient as provided in Section 8.E below. All funds awarded under this agreement are intended to augment private resources available to the Recipient and shall be paid and accounted for as provided in Section 8.E below.

8.B.3 -- Validity Period

The period of this agreement shall be from October 1, 2008 through September 30, 2009.

8.B.4 -- Definitions

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

- a. **"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.
- b. **"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.
- c. **"Affiliate"** means:
1. a regional office of an Agency, which is part of the corporate structure of the Agency;
- or
2. 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
 3. a sub-office of an entity referred to in subparagraph 2 above that the Recipient proposes for affiliate status in its proposal dated , 2008 for the FY 2009 program, (hereinafter referred to as the "proposal") 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 casefiles maintained during the reception and placement core service delivery period with management oversight provided by a nearby affiliate office.
- d. **"Local co-sponsor"** means an established community group, such as a church congregation or service organization, 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. 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.
- e. **"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.
- f. **"Assurance"** means a written commitment, submitted by an Agency, to provide, or ensure the provision of, the core services specified in Section 2.5 of the cooperative agreement for the refugee(s) named on the assurance form.

g. "**Placement codes**" means numerical codes, used in the Refugee Processing Center computer records, to specify the degree of family relationship between the refugee(s) named on the assurance form and persons at the resettlement location.

h. "**Employable refugee**" means any refugee who is between the ages of 18 and 64 other than a refugee who:

1. 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

2. is unable to work for physical or mental health reasons.

i. "**Loan Collection**" means those activities deemed appropriate through consultation with the International Organization for Migration and the Bureau to ensure that maximum efforts are made to collect the amount owed by refugees signing Promissory Notes executed by IOM for funds advanced by the Bureau to cover transportation costs to the United States.

8.C - RESPONSIBILITIES OF THE RECIPIENT

8.C.1 -- Performance of Core Services by or Under the Direction of the Recipient

a. The Recipient shall provide the core services specified in section 8.C.5 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.

b. 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, the Recipient shall 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.

c. Should any change be made to the Recipient's code of conduct during the validity period of this agreement, the recipient shall 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.

Or FOR NGO'S THAT HAVE NOT SUBMITTED CODES (varies. Replace above paragraphs b & c with following)

b. 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, the Recipient shall submit to the Bureau's Office of the Comptroller,

within thirty (30) days of issuance, a description of its adopted code of conduct for implementing humanitarian assistance programs that include the following six core principles:

1. Sexual exploitation and abuse by humanitarian workers constitute acts of gross misconduct and are therefore grounds for termination of employment.
 2. Sexual activity with children (persons under the age of 18) is prohibited regardless of the age of minority or age of consent locally. Mistaken belief in the age of a child is not a defense.
 3. Exchange of money, employment, goods, or services for sex, including sexual favors or other forms of humiliating, degrading, or exploitative behavior is prohibited. This includes exchange of assistance that is due to beneficiaries.
 4. Sexual relationships between humanitarian workers and beneficiaries are strongly discouraged since they are based on inherently unequal power dynamics. Such relationships undermine the credibility and integrity of humanitarian aid work.
 5. Where a humanitarian worker develops concerns or suspicions regarding sexual abuse or exploitation by a fellow worker, whether in the same agency or not, s/he must report such concerns via established agency reporting mechanisms.
 6. Humanitarian workers are obliged to create and maintain an environment which prevents sexual exploitation and abuse and promotes the implementation of their code of conduct. Managers at all levels have particular responsibility to support and develop systems which maintain this environment.
- d. 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.
- e. 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 grant 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.

f. The procedures for initial assignment, assurance and transfer of refugee cases are set forth in Sections II and III of the “Guidelines for Participants, Bureau of Population, Refugees, and Migration, Reception and Placement Program,” dated October 1, 2008) and attached hereto as Attachment B (hereinafter referred to as the “Guidelines”).

g. The core services shall be provided to any refugee assigned to the Recipient during the ninety (90) day period after the refugee's arrival in the United States, except where a different period of time is stated.

h. The core services shall be provided in accordance with the proposal submitted by the Recipient as approved by the Bureau and attached hereto as Attachment A. Deviations from the proposal involving the addition of affiliates or increases of more than ten percent in proposed caseload must be 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.

i. 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.

j. Recipients shall request prior approval from the Bureau for one or more of the following program or National Management budget related reasons:

1. Change in the scope or the objective of the project or program (even if there is no associated budget revision requiring prior written approval).

2. Change in a key person specified in the application or award document (as specified in the OMB Circular A-110, which is hereby incorporated by reference).

3. The absence for more than three months, or a 25 percent reduction in time devoted to the project, by the approved project director.

8.C.2 -- Delegation of Functions by the Recipient

a. Unless otherwise provided herein, the responsibilities assumed by the Recipient shall be delegated only to an affiliate designated in the approved proposal, who may redelegate such responsibilities to a local co-sponsor, provided such co-sponsor is identified on the applicable assurance form submitted to the Refugee Processing Center. 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.

b. 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.

c. The affiliate and/or local co-sponsor must carry out its responsibilities in accordance with Title VI of the Civil Rights Act of 1964.

8.C.3 -- Limitation of Responsibility to Perform Core Services

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.

8.C.4 -- Basic Needs Support

For a period of not less than thirty days after arrival, in accordance with the Operational Guidance issued by the Bureau on April 12, 2001 (revised October 18, 2007) and attached hereto as Attachment C, the Recipient shall provide or ensure that the refugees assigned to it are provided with appropriate language interpretation as necessary, the following:

1. Decent, safe, and sanitary housing;
2. Essential furnishings;
3. Food or a food allowance and other basic necessities;
4. Necessary clothing;
5. Referral to appropriate health programs and screening;
6. Assistance in applying for social security cards;
7. Assistance in registering children for school;
8. Transportation to job interviews and job training.

8.C.5 -- Core Services

The Recipient shall ensure that the following services are provided with appropriate language interpretation:

a. Pre-Arrival Services

The Recipient shall:

1. Assume responsibility for sponsorship of the refugees assigned to the Recipient under this agreement;

2. Arrange the placement of sponsored refugees in accordance with the policies established under Section 412(a)(2) of the INA and in accordance with Section IV of the Guidelines;
3. Submit sponsorship assurances to the Refugee Processing Center for transmission to appropriate overseas processing offices of the Department of Homeland Security, the Department of State, or their designees; and
4. 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.

The responsibilities in paragraphs 1, 2, and 3 may not be delegated; the responsibilities in paragraph 4 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 years.

b. Casefile Preparation and Maintenance

The Recipient shall establish and maintain a casefile for each arriving refugee family unit that includes the information specified in Section V of the Guidelines. It is expected that each casefile shall be treated as confidential. This responsibility may be delegated only to an affiliate.

c. 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 food and seasonal clothing as necessary to meet immediate needs.

d. Community and Other Orientation

During the 90-day 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 necessary, concerning:

1. the role of the Recipient and any other individual or group assisting in sponsorship;
2. public services and facilities;
3. personal and public safety;
4. public transportation;

5. standards of personal and public hygiene;
6. the availability of other publicly supported refugee services;
7. personal and household budgeting and finance;
8. information on permanent resident alien status and family reunion procedures;
9. the legal requirement of each adult refugee to fully repay his or her IOM transportation loan in accordance with the established payment schedule; and
10. the legal requirement to notify the U.S. Department of Homeland Security of each change of address and new address within ten days. 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).

To the extent practical, written orientation materials covering the topics listed above in the refugee's native language shall be made available to the refugee upon arrival.

e. Health -- Orientation and Referrals

The Recipient shall:

1. Provide each refugee unit with a general orientation to the health care system in the resettlement area, including health assessment services available through state or local public or private health programs;
2. Assist refugees (other than those with Class A conditions, covered below in paragraph f) to obtain a health screening within thirty days of arrival;
3. Encourage and assist refugees as soon as possible after arrival to obtain immunizations as required for adjustment to permanent resident alien status one year after arrival;
4. Refer refugees to appropriate providers of continued therapy or preventive treatment for health conditions affecting the public health; and
5. 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.

f. Health -- Class A Conditions

The Recipient shall:

1. 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 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 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

2. Advise, encourage, and assist HIV infected refugees to receive within seven days of arrival an initial evaluation by local health care providers; request the health care provider to furnish a copy of the initial evaluation to Refugee Activity, Division of Quarantine, Centers for Disease Control and Prevention, Atlanta, Georgia 30333; and make reasonable efforts to ensure that such refugees receive assistance in seeking medical treatment, education and counseling that the condition requires; and comprehensively document all referrals and assistance provided.

3. Advise, encourage, and assist, insofar as possible, a refugee who has a Class A mental disorder to receive within thirty 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 furnish 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 casefile the dates of such advice, assistance, and requests, including the name of the individual contacted.

These responsibilities may not be delegated beyond an affiliate.

g. Resettlement Plans; Employment Orientation and Referrals

The Recipient shall:

1. Provide employment orientation to each employable refugee assigned to the Recipient under this agreement, including discussion of the importance of self-sufficiency in American society, the local job market, job counseling and training programs;

2. Refer each employable refugee to such appropriate job counseling, placement, and/or training programs as are available in the community;

3. Develop and implement during the first thirty days a resettlement plan with each refugee in the resettlement unit. For each employable refugee, the principal objective of the resettlement plan shall be assisting the refugee to obtain early employment. The resettlement plan for each refugee in the case may be documented on the same form;

4. Monitor implementation of the plan for not less than 90 days in the case of anchored refugees (Placement Codes 1, 2, and 5), and 180 days in the case of non-anchored refugees (Placement Code 3).

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

h. Employment and Welfare -- Communication with State and Local Authorities

The Recipient shall:

1. Notify the appropriate state, county or other local welfare office at the time the Recipient, its affiliate, or local co-sponsor becomes aware that a refugee receiving welfare benefits has been offered employment or has voluntarily quit a job, and notify the refugee that such information has been provided to the welfare office. Notice of offered employment shall be given whether or not the refugee accepts the offer;

2. 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

3. Maintain in the casefile required under Section 8.C.5(b) 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.

These responsibilities may not be delegated beyond an affiliate.

i. Health -- Notification of State and Local Authorities

The Recipient shall cooperate, and shall ensure that its affiliates and local co-sponsors cooperate with state or 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.

j. Assistance to Minor Refugee 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 placement codes are used to identify the circumstances of refugee minor children.

Refugee Minor Placement 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 section 8.C.6 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 anchor relationships in the U.S.

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:

1. Ensure that casefiles covering such minors can readily be identified and segregated (codes M2-M7);
2. 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 one week of arrival for minors who are traveling with relatives or other caretakers(codes M2, M3), in accordance with Section 8.C.5(a)(3) above and will include, but need not be limited to:

- (a) 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;
- (b) an assessment of whether the family unit is willing and able to provide ongoing care and supervision of the child;
- (c) an assessment of the family unit's understanding of and intentions regarding securing legal responsibility for the child; and
- (d) 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.

3. If the Recipient's professional resettlement staff determines that the placement is not suitable, the Recipient shall immediately notify the Bureau and return the case to the Refugee Processing Center so that the minor (codes M2, M3, M6) can be reclassified to enter the United States as an unaccompanied minor requiring foster care. In the event that a caseworker deems a parent unsuitable to receive a minor (code M5), the State Refugee Coordinator and the Bureau must be immediately notified. A copy of the statement of suitability determination shall be retained in the minor's casefile (codes M2, M3, M5, M6);

4. 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 one week 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.

5. In the case of a minor entering with or coming to join non-relatives (code M3), the Recipient shall obtain the Bureau's agreement to the placement before assuring the case;

6. 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 and provide the family unit with a written statement, provided or approved by the state 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 casefile 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 section 8.C.5(j)2 above. In the case of a minor traveling with relatives, this will be done during the orientation described in 8.C.5(j)5 above;

7. For minors described as codes M2, M3, M5, M6 and M7, the Recipient shall:

(a) 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.

(b) Provide regular and personal contact with the minor for at least 90 days following arrival, and maintain in the casefile covering the minor records of assistance to the minor and of the minor's needs during the 90-day period;

(c) Within 14 days after the 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

(d) Promptly after the follow-up home visit, prepare 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 casefile 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 8.C.5(j) may not be delegated beyond an affiliate and may only be performed by professional resettlement staff.

8.C.6 -- Foster Care (Optional)

a. **General**

1. 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;

2. The Recipient shall perform the program services specified in Section 8.C.5(b) through (e) below on behalf of foster care minors who are assigned to it under this agreement; and

3. 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 Refugee Processing Center (RPC), prior to their arrival in the United States:

1. Provide for such foster care minors the sponsorship assurances required for their admission to the United States;
2. Prepare and submit on behalf of such foster care minors sponsorship assurances and other documents required for admission to the Refugee Processing Center for transmission to appropriate overseas processing offices of the Immigration and Naturalization Service, the Department of State, or their designees;
3. Initiate preparation of the Interstate Compact Form and prepare documents that are required upon the foster care minor's arrival in the United States;
4. 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 voluntary agency, assign the case to one of the state-authorized providers of foster care services (hereinafter referred to as an "approved provider") listed in Attachment A;
5. 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 voluntary agency;
6. 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;
7. Provide orientation on the initial reception and placement of foster care minors as needed to the staffs of approved providers; and
8. 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:

1. Facilitate refugee travel to resettlement sites in the United States;
2. Upon request, consult with and provide advice to the approved provider concerning problem cases; and
3. 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.

d. **Casefiles**

The Recipient shall establish and maintain a casefile 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 casefiles maintained by the Recipient. It is expected that all casefiles will be treated as confidential.

e. **Coordination and Consultation with Public Agencies**

The Recipient shall:

1. Conduct its activities under this agreement in close cooperation with HHS/ORR, and state and local governments; and
2. Coordinate with other publicly supported refugee services programs or refugee case management systems.

8.C.7 -- Coordination and Consultation with Public Agencies

The Recipient shall:

- a. Conduct its reception and placement activities in close cooperation with state and local governments;
- b. 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;
- c. Coordinate with other publicly supported refugee services programs or refugee case management systems; and

- d. 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.

8.C.8 -- Monitoring

The Recipient shall:

- a. Verify, through the 90-day report (Section V(M) of the Guidelines), that the situation of each refugee assigned to it has been carefully monitored by the Recipient's affiliate during the 90-day period and that all core services have been provided;
- b. Perform monitoring of its affiliates as required in Section VI(A)(2) of the Guidelines; and
- c. 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.

8.C.9 -- Loan Collection (Varies for ECDC and Iowa)

- a. In accordance with the terms of the current MOU entered into by the Recipient or its representative with IOM for the collection of refugee transportation loans, the Recipient hereby confirms that it will actively participate in all meetings organized by the IOM, in consultation with the Bureau, to discuss collection methods, policies and procedures for standardizing collections among all participating organizations. These meetings are intended to provide information and guidance that will improve collection rates with the maximum amount of funds being collected.
- b. The Recipient shall utilize its best efforts to collect amounts due from refugees for transportation loans through the establishment and maintenance of a computerized system that meets the billing criteria and collection procedures developed in consultation with IOM and the Bureau as set forth in the Performance Standards (Section VI) of the Guidelines (Attachment B) and in Annex II of the Memorandum of Understanding entered into with IOM. This system shall ensure that appropriate refugees are informed of their legal responsibility to repay the transportation loan and shall provide for the initial billing of the refugees within six months of their arrival; bills and reminder notices to encourage scheduled repayments are mailed regularly; current addresses are sought through

appropriate methods; and funds are accounted for accurately and transferred promptly to IOM.

- c. The Recipient agrees to cover all expenses of collection activities from the twenty-five percent (25%) commission or fee that is authorized to be retained from the collected funds and to transfer the remaining seventy-five percent (75%) promptly to IOM.

OR (for ECDC and IOWA)

The Recipient shall assist the voluntary agency or IOM assigned responsibility for collecting loans of 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 collecting agency; reporting each adult refugee's initial resettlement address or subsequent address change; responding to inquiries from the collecting agency for address information; and providing the social security number of each adult refugee holding a loan.

8.C.10 -- Additional Responsibilities

The Recipient shall also:

- a. Comply with the "Guidelines for Participants, Bureau of Population, Refugees, and Migration, Reception and Placement Program," effective October 1, 2008 attached hereto as Attachment B;
- b. Comply with the "Operational Guidance" effective April 12, 2001, revised October 18, 2007 attached hereto as Attachment C;
- c. Comply with the "Bureau of Population, Refugees, and Migration General Conditions for Grants and Cooperative Agreements," effective October 1, 2008 attached hereto as Attachment D;
- d. State in all appropriate publications and printed descriptions, including press releases, the annual report and financial statements that activities conducted under this agreement are assisted financially by the Department of State under the authority of the Immigration and Nationality Act, as amended.

8.D - LIAISON

8.D.1 -- General Liaison with the Bureau

The Recipient shall carry out its operational and administrative responsibilities hereunder in close coordination with and under the direction of the appropriate offices of the Bureau. For

the information of the Recipient, responsibilities relevant to this agreement are allocated within the Bureau as follows:

a. **Office of Refugee Admissions**

Acting as the Grants Officer's representative:

1. Provides overall policy guidance and program direction;
2. Reviews and comments on proposed annual proposal and budget for the Recipient;
3. Reviews and comments on proposed changes or revisions in terms of this agreement; and
4. Monitors and evaluates the general performance of the Recipient under this agreement to ensure that the established responsibilities 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.

b. **Office of the Comptroller**

1. 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;
2. 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; and
3. Monitors and evaluates the Recipient's performance in collecting refugee transportation loans.

8.E - FUNDING

8.E.1 – Authorized Items of Expenditure

a. **National Management**

1. The funds awarded pursuant to this agreement are for the reimbursement of expenses incurred in accordance with the approved budget contained in the proposal attached hereto as Attachment A. The funds provided herein shall be expended within the amounts funded for the following categories of expenses as displayed in the Award Specifics, Section 7, Authorized Budget.

2. Funds may be adjusted, without prior written approval, among the items of expenditure for direct costs provided the cumulative amount of such adjustments during the validity period of this agreement does not exceed ten percent (10%) of the total amount of the approved budget. Any authorized adjustment, however, must be reported promptly to the Bureau in writing.

3. Funds may NOT be adjusted between the direct cost items of expenditure and the indirect cost item of expenditure during the validity period of this agreement UNLESS the Bureau executes an amendment to this agreement to recognize (i) a change in the indirect cost rate agreement approved by the Recipient's cognizant or oversight U.S. Government agency; or (ii) an increase in charges of applicable items of expenditure resulting in an increase in the direct cost base used in determining the total allowable indirect costs. In the absence of written approval from the Bureau, the amount charged to indirect costs may not exceed the amount approved by the Bureau in the budget.

4. Should it become apparent that cumulative adjustments in excess of the ten percent (10%) limitation may be needed for the successful completion of the program, the Recipient must submit a request in writing to the Bureau for approval prior to incurring any increased costs.

5. (a) Indirect costs may be charged on the basis of the rate or rates indicated in the above items of expenditures applied to those direct costs applicable and allocable in accordance with the provisions of the Office of Management and Budget (OMB) Circular A-122, dated May 10, 2004, "Cost Principles for Non-Profit Organizations." The rate or rates may be subject to adjustment by the Bureau subsequent to the expiration of the validity period upon the determination of a final rate or rates by the appropriate U.S. Government cognizant agency, or responsible organization, insofar as it applies to indirect costs applicable to the period of this agreement. An adjustment of a rate will be made only if such final rate or rates differ from the stipulated rates. Any adjustment, however, will be limited to the amount of unexpended funds available within the overall total award of this agreement.

(b) Notwithstanding the provision in Paragraph 5(a) above, it is expressly understood and agreed that should another U.S. Government agency propose the negotiation of a special indirect cost rate for work to be performed in an environment which appears to generate a significantly different level of indirect costs than the rate which has been negotiated by the cognizant or oversight agency, the Recipient shall inform the Bureau prior to the proposed negotiations in order to permit the Bureau to participate in such negotiations to ensure that any

change that may result in the rate or the cost base of the provisional rate applicable to this agreement is acceptable to the Bureau.

6. 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.

7. 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.

8. With regard to National Management funding, the Recipient shall comply with the provisions of OMB Circular A-110-Revised (which is incorporated into this Agreement by reference).

OR FOR IOWA USE

8. With regard to National Management funding, the Recipient shall comply with the provisions of OMB Circular A-102-Revised, "Grants and Cooperative Agreements with State and Local Governments." (which is incorporated into this Agreement by reference).

b. Local Offices/Affiliates and Services to Refugees

1. The Bureau shall initially provide the Recipient a fixed per capita grant of \$900.00 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 xx refugees who are expected to arrive in the United States during the period October 1, 2008 through September 30, 2009.

2. Of this \$900 fixed per capita grant: (a) At least \$425.00 of the per capita is to cover payments made by the local offices or affiliates to or on behalf of individual refugees for cash disbursements or for material goods as needed to meet the requirements of the program; (b) Up to \$475.00 may be used to partially cover local offices/affiliates' expenses in providing reception and placement services or used to augment financial assistance for direct payments to or on behalf of refugees.

3. Payment of the amounts specified in subsection 8.E.1.b.1 shall be made only for the number of registered refugees who actually arrive in the United States during the period October 1, 2008 through September 30, 2009, but in no case shall the total payment of per capita funds exceed \$ during this period.

4. This agreement may be amended prior to September 30, 2009 to reflect the actual number of refugee arrivals during the period October 1, 2008 through September 30, 2009 and to adjust the amount of funds accordingly.

5. With regard to per capita funding, the Recipient shall comply with the provisions of OMB Circular A-110-Revised (which is incorporated into this Agreement by reference), except the following Sections in Subpart B or portions of Attachments thereto: Section 12 - Forms for Applying for Federal Assistance; Section 23 - Cost Sharing and Matching; Section 24 - Program Income; Section 25 - Revision of Budget and Program Plans; Sections 30 through 37 - Property Standards; and Section 52 - Financial Reporting, paragraph a.

OR FOR IOWA USE

5. With regard to per capita funding, the Recipient shall comply with the provisions of OMB Circular A-102-Revised, "Grants and Cooperative Agreements with State and Local Governments." (which is incorporated into this Agreement by reference), except the following Sections: Section 1.c Standard Forms for Applying for Grants and Cooperative Agreements; Section 1.e. Awards and Adjustments; Section 2.c. Financial Status Reports; and Section 2.e. Program Income.

8.E.2 -- Payment Procedures

- a. The funds awarded pursuant to this agreement shall be made available electronically through the HHS Payment Management System (PMS) for deposit directly into the Recipient's bank account in accordance with the policies and procedures issued by HHS. A request for payment will be submitted through the Internet or by telephone in accordance with instructions provided by HHS' Division of Payment Management. Payment requests shall be submitted only in amounts that are required to meet the immediate cash needs of this activity.
- 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.

8.E.3 -- Use of Funds

- a. 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. Specifically, funding provided under this agreement shall not be used to cover any expenses of collecting the IOM Promissory Note.
- b. The per capita funds earned under this agreement must be used in their entirety to cover local offices/affiliates expenses or cash disbursements to refugees and/or purchases of material

goods on their behalf at the Recipient's affiliate level and shall not be used to cover National Management expenses as specified in Section 8.E.1.b.2.

c. Recipients should ensure that all expenditures of funds provided under this agreement are in accordance with OMB Circular A-87 "Cost Principles for State, Local, and Tribal Governments" (which is incorporated into this agreement by reference).

d. 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 separate federal funding agreements.

e. **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 local offices/affiliate expenses or for payments to or on behalf of refugees.

f. **Per Capita Funds**

1. Any unexpended per capita funds designated for local offices/affiliates expenses may be used to continue authorized core services beyond the 90-day period for refugees assigned under this agreement, including payments to or on behalf of refugees.

2. Any unexpended per capita funds designated for payment to or on behalf of refugees may be used only to cover direct payments to or on behalf of refugees.

3. All per capita funds earned under this agreement, however, must be expended no later than three (3) months following the end of the fiscal year from which funded and reported as part of the final or interim final financial report for the period October 1 through December 31. Funds remaining at the end of the above-specified period shall be returned to the Bureau.

4. 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 paragraph f.3 above. Interest remaining at the end of such period shall be returned to the Bureau.

5. 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.

8.E.4 -- Transportation

- a. Funds awarded under this agreement may not be used for travel outside the fifty United States without the prior written approval of the Bureau.
- b. 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."

8.F - REPORTING REQUIREMENTS

8.F.1 -- Program Reports

a. Free Case Employment Reports

The Recipient shall submit a report in a format to be provided by the Bureau on each free case employable refugee's employment status as of six months after his/her arrival. Such reports shall be due on the 15th day of the second month following the month in which the six-month period ends, and shall be considered timely if electronically submitted on or before the due date. The report shall be submitted to the Refugee Processing Center at Incoming-datafiles@wrapsnet.org.

b. Quarterly Affiliate Monitoring and R&P Program Report

The Recipient shall submit quarterly a brief summary of its affiliate monitoring activities and findings on each affiliate monitored. The report shall include 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 agency or State Department monitoring. The report shall include notable general trends concerning or affecting refugee resettlement throughout the Recipient's network. The report shall also include a discussion of any training or conferences organized under the Agreement, including number of persons who attended and their relationship to the R&P program, the purpose or goals of the event, and the outcomes met. The report shall be submitted to the Bureau's Office of Refugee Admissions. The reports shall be due on or before January 31, 2009; April 30, 2009; July 31, 2009; and October 31, 2009.

c. Annual Report

The Recipient shall submit no later than March 31, 2010, a report to be submitted by the Bureau to Congress pursuant to Section 412(b)(7)(E) of the INA. One (1) copy of the Annual Report shall be submitted to the Bureau's Office of Refugee Admissions, and one (1) copy shall be submitted to the Bureau's Office of the Comptroller. The report will be considered timely if postmarked on or before the due date. Such report shall describe for the period October 1, 2008 through September 30, 2009:

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, 2009, 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 recipient pursuant to this agreement.

d. **90-day Reports**

The Recipient shall submit a report in a format to be provided by the Bureau on each refugee as of 90 days after his/her arrival. Such reports shall be due on the 15th day of the second month following the month in which the 90-day period ends, and shall be considered timely if submitted electronically on or before the due date. The report shall be submitted to the Refugee Processing Center at Incoming-datafiles@wrapsnet.org.

8.G.2 -- Financial Reports

All financial reports required herein shall be submitted to the Bureau's Office of the Comptroller. The Recipient must submit required reports to the Office of the Comptroller to the electronic mailbox address specified in Section 8.G of this agreement. The subject line of the electronic mail transmission must include the following information: Organization Name, Agreement Number, Report Type, and Reporting Period.

a. **Reconciliation of Claimed Refugee Sponsorships**

1. The Recipient shall reconcile with the Refugee Processing Center within sixty (60) days its claimed arrivals each month.

2. A final summary of the Recipient's claimed arrivals for the period October 1, 2008 through September 30, 2009 must be reconciled with the Refugee Processing Center no later than December 31, 2009.

b. **Quarterly Financial Status Report**

1. (a) (1) The Recipient shall submit calendar quarter financial status reports, in the formats attached hereto as Attachment E. The reports shall be due 30 days after the end of each calendar quarter covered under the validity period of this agreement. Proposed revisions or adjustments to these calendar quarter reports 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 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.

(a) (2) In recognition of the delay in determining final per capita earnings in the fourth quarter based on final reconciliation of arrivals, the Recipient may adjust the allocation of third quarter expenses between per capita and private resources, but may not increase total third quarter expenses, during the 120 day period for submission of the fourth quarter expenditure report.

(b) A final or interim final financial report for expenditures incurred during the fourth (4th) calendar quarter together with a summary report of the previously reported quarterly expenditures shall be due January 31, 2009. This report is to include any proposed revisions or adjustments to the fourth quarter direct costs and to include earned income based on the reconciliation of arrivals with the Refugee Processing Center indicated in paragraph a.2 above. 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.

(c) For the Recipient that does not have an approved U.S.G. 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 days of issuance of the OMB A-133 audit report.

2. For the Recipient that has an approved U.S.G. 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 or oversight 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.

3. (a) **For National Management and Local Office/Affiliate and Payments to or on Behalf of Refugees:** A completed Financial Status Report, SF 269 and a Federal Cash Transactions Report, SF 272. The Recipient should indicate in block 14 of the SF 272 – **Remarks**, the amounts of cash received for National Management and amounts received for per capita during the reporting period.

(b) **For National Management expenses:** In addition to the SF-269 and SF-272 required in paragraph (a) above, a listing of total expenditures by the Items of Expenditure Categories set forth in Attachment E (Form I) of this agreement.

(c) **For Local Office/Affiliate and Payments to or on Behalf of Refugees expenses:** In addition to the SF-269 and SF-272 required in paragraph (a) above, a listing of expenditures as set forth in Attachment E (Form IIA and B) of this agreement that indicate per capita income earned during the reporting period, expenditures incurred chargeable to per capita funds including any prior year (FY 08) carryover per capita funds earned but not expended, accrual and expenditure of interest on per capita funds during the quarter, and the total amount of private cash resources used to augment the per capita funds.

c. **Availability of Fiscal Year 2009 Per Capita Funds**

1. A written statement must be submitted on or before December 31, 2009 reporting the amount of Fiscal Year 2009 per capita funds and accrued interest unexpended and available as of October 1, 2009. This statement must confirm the amount of those Fiscal Year 2009 funds that were expended and reported as a part of the quarterly financial reports for the period October 1, 2008 through September 30, 2009.

2. Should the Recipient have any unexpended Fiscal Year 2009 funds as of December 31, 2009, such funds must be returned to the Bureau no later than January 31, 2010.

d. **IOM Promissory Note Collections**

The Recipient shall submit quarterly reports of transportation loan collections indicating amounts collected 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 31, 2009; April 30, 2009; July 31, 2009; and October 31, 2009.

e. **Audit**

1. The Recipient will have the U.S. Government Federal funds awarded to it under this cooperative agreement included in an appropriate audit or audits performed by independent public accountants in accordance with U.S. Government Auditing Standards established by the

Comptroller General of the United States covering financial audits. In particular, the audit must include confirmation that the reported quarterly charges were actually incurred in the amounts and during the periods specified and that such reported charges were not based on average costs, estimates, or predetermined fees, except for charges such as indirect cost recovery, fringe benefits or other appropriately allocated expenses such as space and utilities.

2. The audit must be performed in a manner to meet the requirements of the U.S. Government's Office of Management and Budget (OMB) Circular A-133 - Revised, "Audits of States, Local Governments, and Non-Profit Organizations." The audit shall be completed and the data collection form and reporting package shall be submitted (as set forth in Subpart C of the Circular) within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine months after the end of the audit period.

3. The Recipient shall confirm in writing to the Bureau the date it submits the data collection form and audit package to the Single Audit Clearinghouse located at Federal Clearinghouse, Bureau of the Census, 1201 E. 10th Street, Jeffersonville, IN 47132, in accordance with Circular A-133.

f. **Lobbying Disclosure Report**

When applicable, the Recipient shall submit the OMB Standard Form LLL "Disclosure of Lobbying Activities" Attachment F at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed pursuant to this agreement.

8.H - MISCELLANEOUS

8.H.1 -- Entire Agreement

This agreement constitutes the entire agreement of the parties hereto concerning this funding arrangement. It replaces and renders void any prior agreement or understanding, whether written or oral, existing between the parties concerning any matter addressed herein.

8.H.2 -- Communications

Except as otherwise provided herein, any document and any notice, request or other communication given, made or delivered by the Bureau or the Recipient pursuant to this agreement shall be in writing and shall be deemed to have been duly given, made or delivered to the party to which it is addressed when actually delivered, whether by hand, mail, telegram, or electronic mail (e-mail), to such party at the following address:

a. For communications to the Bureau on:

1. Financial or other designated issues:

Office of the Comptroller
Bureau of Population, Refugees, and Migration
Department of State
SA-1, Room L505
Washington, D.C. 20522-0105

Or for electronic mail:
prmcomptroller2@state.gov

2. Program or other designated issues:

Office of Refugee Admissions
Bureau of Population, Refugees, and Migration
Department of State
SA-1, Suite L505
Washington, D.C. 20522-0105

3. Or for courier delivery:
2401 E Street, N.W., Suite L505

b. For communications to the Recipient:

9. SPECIAL AWARD CONDITIONS – Insert N/A (not applicable) OR insert text to include “high risk” designation if an applicant or recipient: (a) has a history of poor performance, (b) is not financially stable, (c) has a management system that does not meet the standards prescribed in this Circular, (d) has not conformed to the terms and conditions of a previous award, or (e) is not otherwise responsible, Federal awarding agencies may impose additional requirements as needed, provided that such applicant or recipient is notified in writing as to: the nature of the additional requirements, the reason why the additional requirements are being imposed, the nature of the corrective action needed, the time allowed for completing the corrective actions, and the method for requesting reconsideration of the additional requirements imposed. Any special conditions shall be promptly removed once the conditions that prompted them have been corrected.

10. DEVIATIONS – Insert N/A (not applicable) OR insert text to include additional reporting or statutorily mandated requirements.

IN WITNESS WHEREOF, the parties hereto have executed this cooperative agreement as of the dates indicated on page one of this agreement.