No. 17-16366

IN THE

United States Court of Appeals for the Ninth Circuit

STATE OF HAWAII, *et al.*,
Plaintiffs-Appellants,
v.
DONALD J. TRUMP, *et al.*,
Defendants-Appellees.

On Appeal from the United States District Court
for the District of Hawaii, No. 1:17-cv-00050-DKW-KSC
District Judge Derrick K. Watson

EMERGENCY MOTION UNDER FRAP 8 AND CIRCUIT RULE 27-3 FOR INJUNCTION PENDING APPEAL

DOUGLAS S. CHIN
Attorney General of the State of Hawaii
CLYDE J. WADSWORTH
Solicitor General of the State of Hawaii
DEIRDRE MARIE-IHA
DONNA H. KALAMA
KIMBERLY T. GUIDRY
ROBERT T. NAKATSUJI
Deputy Attorneys General
DEPARTMENT OF THE ATTORNEY GENERAL, STATE OF HAWAII
425 Queen Street
Honolulu, HI 96813

Counsel for the State of Hawaii

NEAL KUMAR KATYAL
COLLEEN ROH SINZDAK
MITCHELL P. REICH
ELIZABETH HAGERTY
HOGAN LOVELLS US LLP
555 Thirteenth Street NW
Washington, DC 20004
Telephone: (202) 637-5600
Email: neal.katyal@hoganlovells.com

THOMAS P. SCHMIDT
HOGAN LOVELLS US LLP
875 Third Avenue
New York, NY 10022
Telephone: (212) 918-5547

Counsel for Plaintiffs-Appellants

July 7, 2017

SARA SOLOW
ALEXANDER B. BOWERMAN
HOGAN LOVELLS US LLP
1835 Market St., 29th Floor
Philadelphia, PA 19103
Telephone: (267) 675-4600

Counsel for Plaintiffs-Appellants

CERTIFICATES

The undersigned counsel certifies that the following is the information required by Circuit Rule 27-3:

(1) Telephone numbers and addresses of the attorneys for the parties.

Counsel for Appellants State of Hawaii and Ismail Elshikh:

Neal Katyal (neal.katyal@hoganlovells.com)
Colleen Roh Sinzdak
Mitchell P. Reich
Elizabeth Hagerty
Thomas P. Schmidt
Sara Solow
Alexander B. Bowerman
Hogan Lovells US LLP
555 Thirteenth Street NW
Washington, DC 20004
Telephone: (202) 637-5600
Fax: (202) 637-5910

Counsel for Appellant State of Hawaii:

Douglas S. Chin
Clyde J. Wadsworth
Deirdre Marie-Iha (deirdre.marie-iha@hawaii.gov)
Donna H. Kalama
Kimberly T. Guidry
Robert T. Nakatsuji
Department of the Attorney General, State of Hawaii
425 Queen Street
Honolulu, HI 96813
Telephone: (808) 586-1500
Fax: (808) 586-1239

Counsel for Appellees Donald J. Trump, et al.:

Jeffrey B. Wall (jeffrey.b.wall@usdoj.gov)

Chad A. Readler (chad.a.readler@usdoj.gov)
Michelle R. Bennett (michelle.bennett@usdoj.gov)
Brad P. Rosenberg (brad.rosenberg@usdoj.gov)
Daniel Schwei (daniel.s.schwei@usdoj.gov)
United States Department of Justice
20 Massachusetts Avenue, NW
Washington, DC 20530
Telephone: (202) 514-3374
Fax: (202) 616-8460

Elliot Enoki (elliot.enoki@usdoj.gov)
Edric M. Ching (edric.ching@usdoj.gov)
Office of the United States Attorney
Prince Kuhio Federal Building
300 Ala Moana Avenue, Ste. 6100
Honolulu, HI 96850
Telephone: (808) 541-2850
Fax: (808) 541-2958

(2) Facts showing the existence and nature of the emergency.

As set forth in the Motion, the Hawaii District Court last night denied Plaintiffs-Appellants' Emergency Motion to Clarify Scope of Preliminary Injunction, filed on June 29, 2017 (Add. Ex. A). Plaintiffs had sought clarification of the District Court's preliminary injunction, originally entered on March 29, 2017 (Dkt. 270), amended on June 19, 2017 (Dkt. 291), and partially stayed by the Supreme Court on June 26, 2017, *Trump* v. *Int'l Refugee Assistance Project*, Nos. 16-1436 and 16-1540, slip op. at 11, 13 (U.S. June 26, 2017) (per curiam). Plaintiffs moved for clarification because the Government had indicated publicly that it was going to begin enforcing the non-enjoined portions of Executive Order

13,780 at 8:00 P.M. EST on June 29, 2017 in a manner that conflicted with the injunction and with the Supreme Court's ruling.

In their District Court filings, Plaintiffs-Appellants requested that the District Court clarify: (1) that the injunction bars the Government from applying Sections 2(c), 6(a), and 6(b) of the Order to exclude grandparents, grandchildren, brothers-in-law, sisters-in-law, aunts, uncles, nieces, nephews, and cousins of persons in the United States; (2) that the injunction prohibits the Government from applying sections 6(a) and 6(b) to exclude refugees who have a formal assurance from an agency within the United States, have a bona fide relationship with a U.S. legal services organization, or are in the United States Refugee Admissions Program through the Iraqi Direct Access Program for "U.S.-affiliated Iraqis," the Central American Minors Program, or the Lautenberg Program; (3) that the injunction bars defendants from suspending any part of the refugee admission process, including the Advanced Booking process; and (4) that the injunction prohibits Defendants from applying a presumption that an applicant lacks a "bona fide relationship with a person or entity in the United States." (Dkt. 315-1).

The Government began enforcing the non-enjoined portions of the Executive Order on the evening of June 29, 2017, and it continues to enforce them. The guidance the Government has released, the submissions it has made to the District Court, and other public notices together demonstrate that throughout this time the

Government has been directing U.S. consulates and refugee processing organizations to deny entry to foreign nationals against whom the Supreme Court held the Order "may not be enforced"—including individuals whose grandparents and other close relatives live in the United States, and numerous refugees with extensive connections to U.S. entities. These actions are grossly unlawful, and they inflict ongoing and irreparable harm to persons in the United States whose relatives and associates are being denied entry to this country each day. Plaintiffs-Appellants respectfully request that this Court issue an emergency injunction pending appeal of the District Court's denial of Plaintiffs-Appellants' Motion for Clarification of Scope of Preliminary Injunction, and that the temporary injunction bar the Government from enforcing the Executive Order in the unlawful manners set forth in Plaintiffs-Appellants' clarification filings below and Addendum Exhibit B, and explained more fully in the attached Motion filed here. Because of the urgency, the Court may wish to refer this motion to the panel that ruled on the merits of the case and that issued an earlier order modifying the injunction at issue in this motion. See *Hawaii* v. *Trump*, No. 17-15589 (9th Cir. June 12, 2017) (per curiam).

(3) When and how counsel notified.

The undersigned counsel notified counsel for appellants and appellees by email on July 7, 2017 of the State of Hawaii and Dr. Elshikh's intent to file this

Motion. The Government has not indicated its position on this Motion. Service will be effected by electronic service through the CM/ECF system.

(4) Submissions to the district court.

Plaintiffs-Appellants filed an Emergency Motion to Clarify Scope of Preliminary Injunction on June 29, 2017 and a Reply on July 5, 2017. (Dkt. 293, 303, 315). Those filings requested the same relief that is requested here.

INTRODUCTION

The Supreme Court is a court of "final review and not first view." *Zivotofsky ex rel. Zivotofsky* v. *Clinton*, 566 U.S. 189, 201 (2012). Parties seeking to clarify or enforce an injunction—even an injunction that has been partially stayed by the Supreme Court—must seek relief in the first instance from the district court that issued it. That is precisely what the State of Hawaii and Dr. Elshikh did when they became aware that the Government intended to flagrantly violate the injunction against the President's thinly veiled Muslim bans. They had obtained the injunction from the District Court of the District of Hawaii to protect their own constitutional and statutory rights, as well as the rights of the citizens of the State of Hawaii and the United States as a whole. They therefore returned to that District Court to ensure that injunction was followed and their rights were vindicated. But the District Court refused to grant this relief, making the assertion—endorsed by *no* party—that Plaintiffs must seek relief directly from the Supreme Court.

That is wrong. For over a week, the Government has been unlawfully excluding foreign nationals and thereby inflicting irreparable harm on the American individuals and entities with whom they have relationships. For over a week, the Government has been ignoring the dictates of the Judicial Branch, fashioning and imposing a new Muslim ban wholly divorced from any national

security rationale. Every day that passes is a day when our Government is turning away human beings—from newborn children to elderly grandparents—whom the injunction requires to be admitted. It is therefore incumbent on this Court to fulfill its traditional role by reversing the District Court's erroneous holding and issuing the injunctive relief necessary to ensure that Plaintiffs' statutory and constitutional rights are protected in the manner intended by the District Court, this Court, and the Supreme Court itself.[1]

STATEMENT OF JURISDICTION

The District Court's jurisdiction was invoked under 28 U.S.C. § 1331. Dkt. 64. This Court has jurisdiction under 28 U.S.C. § 1292(a)(1). *See Religious Tech. Ctr.* v. *Henson*, 116 F.3d 1486 (9th Cir. 1997); *see also Nehmer* v. *U.S. Dep't of Veteran Affairs*, 494 F.3d 846, 856 n.5 (9th Cir. 2007); *Washington* v. *Trump*, 847 F.3d 1151, 1158 (9th Cir. 2017) (asserting appellate jurisdiction where "the district court's order possesses the qualities of an appealable preliminary injunction").

BACKGROUND

A. The District Court's Injunction

On March 29, 2017, the District Court for the District of Hawaii issued a preliminary injunction prohibiting the Defendants "from enforcing or

[1] This Court may wish to refer this case to the panel that heard the initial appeal of the District Court's injunction. *See supra* p. iv.

implementing Sections 2 and 6 of the Executive Order across the Nation." Dkt. 270, at 23. This Court affirmed that injunction in substantial part, but vacated the portions preventing "the Government from conducting internal reviews, as otherwise directed in Sections 2 and 6," and vacated the injunction as to the President himself. *Hawaii*, No. 17-15589, slip op. at 78 (9th Cir. June 12, 2017) (per curiam).

On June 26, 2017, the Supreme Court granted certiorari in this case and in *Trump* v. *Int'l Refugee Assistance Project* ("*IRAP*"). It also granted a partial stay of the District Court's preliminary injunction. In particular, the Supreme Court approved of the way the existing injunctions balance the equities with respect to "people or entities in the United States who have relationships with foreign nationals abroad." *IRAP*, Nos. 16-1436 and 16-1540, slip op. at 10 (U.S. June 26, 2017) (per curiam). It held, however, that the equities "do not balance in the same way" with respect to the admission of "foreign nationals abroad who have no connection to the United States." *Id.* at 11. It therefore stayed the portions of the injunction that apply to those foreign nationals. But the Supreme Court was clear: "In practical terms, this means that §2(c) *may not be enforced* against foreign nationals who have a credible claim of a bona fide relationship with a person or entity in the United States." *Id*. at 12 (emphasis added). The same standard applies with respect to refugee admissions under Sections 6(a) and 6(b). *Id.* at 13.

B. The Government's Partial Implementation of the Travel Ban

After the Supreme Court's decision, the Government indicated that it would begin enforcing the non-enjoined portions of the Executive Order on June 29 at 8:00 p.m. EDT. In the interim, Plaintiffs repeatedly sought information from the Government regarding its planned implementation of the ban. The Government rebuffed these requests, breaking its silence only approximately three hours before the Order's bans went into partial effect. At that point, it sent Plaintiffs the guidance it had just made public, including the transcript of a teleconference it had *previously* held with the media describing its plans in detail—making clear that it had disclosed its intentions to reporters hours before it had answered any of Plaintiffs' questions about the injunction entered in their name. Dkt. 294-4.

For over a week now, the Government has been enforcing the travel ban against grandparents, grandchildren, siblings-in-law, aunts, uncles, nieces, nephews, and cousins of Americans. (Although the Government initially said it would enforce the ban against fiancés too, it quickly reversed course.) The Government has also stated that the ban will be enforced against refugees with formal assurances from a U.S. resettlement agency and other bona fide relationships with U.S. entities.

C. Proceedings Below

Just before the unenjoined portions of the Order went into effect, Plaintiffs moved the District Court to delineate the precise scope of its injunction after the Supreme Court's partial stay. In particular, Plaintiffs asked the District Court to make clear that the Government's implementation of the travel ban violates the District Court's preliminary injunction as partially stayed by the Supreme Court in numerous ways.

The District Court denied Plaintiffs' motion on procedural grounds. "[I]t is evident," the Court stated, "that the parties quarrel over the meaning and intent of words and phrases authored not by this Court, but by the Supreme Court in its June 26, 2017 *per curiam* decision." Add. Ex. A at 2. Accordingly, the District Court held that "clarification should be sought" in the Supreme Court in the first instance. *Id*. at 5. The court noted that it would "promptly" decide the merits if "the Supreme Court wishes" it to do so. *Id.* at 6 n.7.

STANDARD OF REVIEW

To obtain a temporary restraining order or a preliminary injunction, a plaintiff must demonstrate that (1) it is likely to succeed on the merits; (2) it is likely to suffer irreparable harm in the absence of preliminary relief; (3) the balance of equities tips in its favor; and (4) an injunction is in the public interest. *Winter* v. *Nat. Res. Def. Council*, 555 U.S. 7, 20 (2008).

ARGUMENT

The District Court was simply incorrect that Plaintiffs should have asked the Supreme Court, in the first instance, to clarify and enforce the preliminary injunction. It is a district court's responsibility to clarify and enforce its injunction in the first instance. The District Court's refusal to acknowledge as much has enabled the Government to continue to flout the Supreme Court's directives and impair the rights of countless Americans with each passing day.

Plaintiffs easily satisfy the requirements for an injunction pending appeal.[2] Such interim relief is appropriate if an appellant is likely to succeed on the merits of her appeal, the public will be irreparably harmed in the absence of that relief, and the balance of equities tilts in appellants' favor. *Winter*, 555 U.S. at 20. In this case, the Supreme Court has *already* approved this Court's determination that the harm to Plaintiffs and the public tilts the balance in favor of enjoining the exclusion of foreign nationals with a "bona fide relationship with a person or entity in the United States." Slip Op. at 10-13. There is therefore no question that those factors are met.

[2] In the alternative, this Court may construe this motion as a petition for mandamus and either (1) order the District Court to clarify that its injunction covers the various categories of foreign nationals discussed in this brief, or (2) order the District Court to decide the motion to clarify on the merits in the first instance.

Nor is there any question that Plaintiffs are likely to succeed on the merits: The District Court refused to clarify that the Government's actions constitute a flagrant violation of the existing injunction for a reason not endorsed by either party—the paradoxical belief that the Supreme Court should be the parties' first rather than their last resort. There is no sound basis for that position, just as there is no justification for the Government's erroneous interpretation of the existing injunction.

I. COURTS ARE OBLIGATED TO CLARIFY AND ENFORCE THEIR INJUNCTIONS.

Courts enjoy the inherent power "to grant the relief that is necessary to effect compliance with" their orders. *McComb* v. *Jacksonville Paper Co.*, 336 U.S. 187, 193 (1949). Thus, when a dispute arises with respect to the scope of a decree, a court has the authority to issue a "clarification and enforcement order" at the behest of one of the parties. *Nehmer*, 494 F.3d at 849. And when the decree in question is an injunction, the right to clarify becomes an obligation: Courts must ensure that the parties to an injunction have "explicit notice of precisely what conduct is forbidden." *Clark* v. *Coye*, 60 F.3d 600, 604 (9th Cir. 1995) (quotation omitted). After all, a party that violates an injunction faces the severe sanction of civil or even criminal contempt. *Id.* Granting a party's petition for "a modification, clarification or construction" of an existing injunction ensures that

disputes may be resolved before the stakes rise to that level. *McComb*, 336 U.S. at 192.

Those principles decide this case. The District Court issued a preliminary injunction. The Government announced an intention to engage in conduct that—in Plaintiffs' view—flagrantly violates that injunction. Rather than seeking the dramatic relief of contempt, Plaintiffs petitioned the court that issued the injunction for an order clarifying that the Government's conduct was impermissible. Even the Government did not dispute that Plaintiffs had proceeded in the proper forum. The District Court therefore should have decided the motion, rather than adopting a course that protracts the proceedings and allows the Government to continue its "program of experimentation with disobedience of the law." *Id.* at 192.

The District Court explained its contrary decision by asserting that Plaintiffs must seek relief directly from the Supreme Court, which issued the partial stay of the injunction at the heart of the current dispute. That is incorrect. As the District Court acknowledged, parties are generally expected to make their requests *first* to the district court rather than proceeding directly to the highest court. Add. Ex. A at 2 n.3; *see Zivotofsky*, 566 U.S. at 201. The fact that the Supreme Court "authored" the words at issue is irrelevant: It is indisputably a lower court's responsibility to interpret and enforce the Supreme Court's directives.

That is so even when a court is interpreting an injunction partially stayed by the Supreme Court. In this very case, three Justices recognized—without a word of disagreement from the majority—that disputes regarding the existing scope of the injunction "will presumably be directed to the two District Courts." Slip Op. at 16 (Thomas, J., concurring in part and dissenting in part). That is also precisely the procedure the Supreme Court implicitly endorsed in *Pennhurst State School & Hospital* v. *Halderman*, 448 U.S. 905 (1980). In that case, just like here, the Supreme Court issued a partial stay of the district court's injunction. *Id.* On remand, the district court narrowly construed the terms of the stay in enforcing its injunction. *See Halderman* v. *Pennhurst State Sch. & Hosp.*, 555 F. Supp. 1144, 1147 (E.D. Pa. 1983). The Supreme Court ultimately "declined to disturb [the district court's] interpretation of its stay." *Daniel B.* v. *O'Bannon*, 588 F. Supp. 1095, 1102 (E.D. Pa. 1984); *see also U Cumberland Tel. & Tel. Co.* v. *Louisiana Public Serv. Comm'n,* 260 U.S. 212, 219 (1922) (recognizing that district courts are generally better equipped to mold an injunction). There is no reason to think the Supreme Court intended a different approach here, by requiring Plaintiffs to leap over two layers of review and take the extraordinary step of filing an original action in that Court.

Moreover, district courts routinely interpret the scope of remand orders from a court of appeals or the Supreme Court when the parties dispute their meaning.

See, e.g., *Herrington* v. *County of Sonoma*, 12 F.3d 901, 904-05 (9th Cir. 1993) (district courts must comply not only with the letter but also the "spirit of the circuit court's decision"). This case is no different. In fact, holding that Plaintiffs must bring their clarification motion directly to the Supreme Court is particularly inappropriate here because there is no question that the District Court would be required to decide a contempt motion in the first instance. It would be peculiar to require Plaintiffs to go directly to the Supreme Court to obtain relief less dramatic than that they are entitled to seek from the District Court.

II. THE GOVERNMENT'S GUIDANCE FLOUTS THE SUPREME COURT'S ORDER.

The Supreme Court's guidance in this case was clear. After "balanc[ing] the equities," it determined that a stay of the District Court's injunction was warranted only when "[d]enying entry to * * * a foreign national does not burden any American party by reason of that party's relationship with the foreign national." Slip Op. at 9, 11. Accordingly, it held that the enjoined provisions of the Order "may *not* be enforced" against any foreign national that has a "credible claim of a bona fide relationship" with an individual or entity in the United States, such that the exclusion will inflict "concrete hardship" on the American party. *Id.* at 12-13 (emphasis added). The Court further explained:

> The facts of these cases illustrate the sort of relationship that qualifies. For individuals, a close familial relationship is required. A foreign national who wishes to enter the United States to live with or visit a

> family member, like Doe's wife or Dr. Elshikh's mother-in-law, clearly has such a relationship. As for entities, the relationship must be formal, documented, and formed in the ordinary course, rather than for the purpose of evading EO-2.

Id. at 12. The Court went on to state that "students," "worker[s] who accepted an offer of employment" and "lecturer[s] invited to address an American audience" are all examples of aliens who qualify under this standard. *Id.*

The Government is flagrantly violating that instruction in multiple respects. For over a week, it has been excluding the "close familial relations[]" of U.S. persons, as well as refugees with extensive, documented relations with U.S. entities. In both respects it has contravened the Supreme Court's commands, and this Court should swiftly order it to once again comply with the law.

A. The Injunction Bars The Government From Applying Sections 2(c), 6(a), And 6(b) To Exclude The Grandparents, Grandchildren, Aunts, Uncles, Nieces, Nephews, Cousins, Brothers-In-Law, And Sisters-In-Law Of Persons In The United States.

The Government has instructed its agencies that "grandparents, grandchildren, aunts, uncles, nieces, nephews, cousins, brothers-in-law and sisters-in-law" of U.S. persons may be excluded pursuant to the President's order. *See* Add. Ex. C at 3; Add. Ex. D at 15. In its view, these fundamental relations are not "close famil[y]," and excluding them imposes "*no*[] burden" on persons in the United States. Slip Op. at 11-12 (emphasis added).

That is indefensible. Each of the relationships that the Government has deemed non-qualifying is comparable to the relationship between Dr. Elshikh and his mother-in-law—a relationship that the Supreme Court said "clearly" qualified as "close famil[y]." *Id*. at 12. They too are the immediate relative of someone in the person's nuclear family. A brother-in-law, for instance, is the brother of a U.S. person's spouse; there is no reason in logic or law why that person is a more distant family member than the mother of a person's spouse. Such persons are "similarly situated" to Dr. Elshikh's mother-in-law, and so are entitled to the same protection. *Id.*

Moreover, U.S. persons would plainly suffer "concrete hardship" from the exclusion of these relatives. *Id*. at 13. The Supreme Court has expressly held that an individual suffers a constitutionally cognizable injury if the Government interferes with his relationship with his "uncles, aunts, cousins, and especially grandparents," all of whom it has expressly described as "close relatives." *Moore* v. *City of E. Cleveland*, 431 U.S. 494, 503 (1977); *see also, e.g.*, *Overton* v. *Bazzetta*, 539 U.S. 126, 131 (2003) (noting constitutional "right to maintain certain familial relationships, including * * * association between grandchildren and grandparents"). It is indisputable that the exclusion of these individuals would inflict a more substantial injury than the harm from being unable to hear "a lecturer." Slip Op. at 12.

The Government's only argument to the contrary rests on its speculation that when the Court used the term "close family," it "ha[d] * * * in mind" the types of family relationships delineated in certain provisions of the INA. Dkt. 301, at 2. But as the Government ultimately must acknowledge, one of the two relationships the Supreme Court said was "clearly" close family—Dr. Elshikh's mother-in-law—is not found in any provision of the immigration laws the Government relies on. *See id.* at 11. Rather than accepting this fact as fatal to its argument, the Government further speculates that when the Court said "mother-in-law," it really meant "mother," because it was *sub silentio* relying on the fact that Dr. Elshikh's wife is a U.S. citizen. *Id.* Nonsense. The Court never so much as hinted that it was concerned with the burden on Dr. Elshikh's wife; it said that the injunction was justified because of "the concrete burdens that would fall on * * * *Dr. Elshikh*"; that the Order may not be enforced against "parties similarly situated to * * * *Dr. Elshikh*"; and that "*Dr. Elshikh's mother-in-law*[] clearly has [a qualifying] relationship." Slip Op. at 10-12 (emphases added).

In any event, the immigration laws do not help the Government. Those laws recognize and protect the very relationships the Government dismisses as insubstantial. In the Family Sponsor Immigration Act of 2002, for instance, Congress amended the immigration laws to provide that an alien's "close family" could sponsor the alien for admission, and it included in that term an alien's

"sister-in-law, brother-in-law, grandparent, or grandchild."[3] The immigration laws similarly state that a juvenile alien may be released from immigration detention to the custody of her "aunt, uncle, [or] grandparent," a group of relations the Supreme Court has described as "*close blood relatives*, whose protective relationship with children our society has also traditionally respected." *Reno* v. *Flores*, 507 U.S. 292, 297, 310 (1993) (emphasis added) (quoting 8 C.F.R. § 242.24 (1992), *recodified at* 8 C.F.R. § 236.3(b)(1)(iii)). Other immigration provisions enable an individual to seek admission on behalf of "[g]randchild(ren)" and "[n]iece[s] or nephew[s]"[4]; to apply for asylum if a "grandparent, grandchild, aunt, uncle, niece, or nephew" resides in the United States[5]; to apply for naturalization on behalf of a grandchild[6]; or to qualify as a special immigrant if he is the "grandparent" of a U.S. person.[7] Even if these laws were relevant—and the Court gave no indication that they are—they would provide only further confirmation that the Court's order extends to the very same "close blood relatives" the Government has categorically excluded. *Reno*, 507 U.S. at 310.

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[3] Pub. L. No. 107-150, § 2(a) (codified at 8 U.S.C. § 1183a(f)(5)); *see* H.R. Rep. 107-207, at 2 (2001) (provision permits "close family member[s]" to be sponsors).
[4] 81 Fed. Reg. 92,266, 92,280 (Dec. 19, 2016) (describing 8 U.S.C. § 1101(a)(15)(T)(ii)(III)).
[5] 69 Fed. Reg. 69,480, 69,488 (Nov. 29, 2004) (codified at 8 C.F.R. § 208.30(e)(6)(iii)(B)).
[6] 8 U.S.C. § 1433(a).
[7] USA PATRIOT Act of 2001, Pub. L. No. 107-56, § 421(b)(3).

B. Refugees With Formal Assurances And Other Bona Fide Relationships With United States Entities Remain Covered By The Injunction.

1. The Injunction Covers Refugees With A Formal Assurance From A U.S. Resettlement Agency.

The Supreme Court's guidance with respect to refugee admissions is straightforward: The injunction continues to apply where a U.S. entity "has a bona fide relationship with a particular" refugee such that the entity "can legitimately claim concrete hardship if that person is excluded." Slip Op. at 13. As the Supreme Court recently explained, "when we have used the adjective 'concrete' we have meant to convey the usual meaning of the term—'real,' and not 'abstract.'" *Spokeo Inc.* v. *Robins*, 136 S. Ct. 1540, 1548 (2016). The Government has nonetheless issued guidance stating that "a formal assurance for a refugee seeking admission * * * is not sufficient in and of itself to establish a qualifying relationship for that refugee." Add. Ex. E. That is preposterous.

The Government's own submissions in the District Court easily establish both that there is a bona fide relationship between a refugee and the resettlement agency that provides the refugee's formal assurance, and that—as a result of this relationship—the agency will suffer real harm if the refugee is excluded. As the Government's declaration explains, when a resettlement agency submits an "assurance," it makes a "written commitment * * * to provide, or ensure the provision of" basic services to the "refugee[] named on the assurance form." Add.

Ex. F, Att. 2, at Page ID # 5694. The same document demonstrates that the resettlement agency must invest extensively in its relationship with the named refugee well before she arrives.

Notably, the document specifies that the agency must provide "[p]re-arrival services" for the refugee, including "[a]ssum[ing] responsibility for sponsorship, * * * plan[ning] for the provision" of "health services," *id.* at Page ID # 5702, and making arrangements for children who must be placed in foster care, *id.* at Page ID # 5715. The resettlement agency must also take all steps necessary to ensure that, as soon as the refugee gets off the plane, she is "transported to furnished living quarters," receives "ready-to-eat food and seasonal clothing," and has her "basic needs" met for at least thirty days. *Id.* at Page ID ## 5704-5708. And that is only the beginning of the countless tasks, large and small, that the entity must prepare to undertake as soon as it submits the formal assurance. *See* Dkt. 297-1, at 6-7; Dkt. 297-3 (detailing the investment by resettlement agencies).

When a refugee's travel is blocked, however, all of this planning and preparation is wasted. The resettlement agency is unable to meet the refugee, resettle her in the United States, or offer the myriad other services which it has invested substantial resources to provide. That is a "concrete hardship" far more severe than the one an entity might experience if an arranged "lecturer" is forbidden admission. Slip Op. at 12; *cf. Vill. of Arlington Heights* v. *Metro Hous.*

Dev. Corp., 429 U.S. 252, 253, 262-263 (1977) (organization experiences concrete "economic injury" as a result of expenditures on planning and review).

The Government has attempted to sweep aside this tremendous burden on the ground that a resettlement agency's efforts are simply "resettlement services for which the Government has contracted with [the entity] to provide." Dkt. 301, at 20. That is both misleading and irrelevant. As the Government requires resettlement agencies to inform newly arrived refugees, "[t]he local resettlement agency *is not a government agency*." Add. Ex. F at Page ID # 5709 (emphasis added). It is a non-governmental organization that—in most circumstances—has been undertaking these refugee services for decades, even before the Government became involved. Moreover, these agencies receive only "*partial* funding" from the Government "for resettlement services." *Id.* ¶ 20 (emphasis added). They are required to provide the Government with a detailed break-down of the *private* resources they have devoted and are prepared to devote to refugee work, *see, e.g.*, Dkt. 304-1, at pp. 80, 83, 86. And even if the agencies did not invest their own resources, the loss of proposed federal funding constitutes a "concrete injury." *Clinton* v. *City of New York*, 524 U.S. 417, 430-431 (1998).

In any event, the Supreme Court in no way suggested that only purely private relationships qualify as "bona fide." The injunction applies to any foreign national whose relationship with a U.S. entity is "formal, documented, and formed

in the ordinary course rather than for the purpose of evading EO-2." Slip Op. at 12. There is no exception for "relationships facilitated by the Government." Indeed, the Government's own guidance indicates that those who qualify for visas because of their relationship with the U.S. Government *itself* are covered by the injunction. *See* Add. Ex. C at 2 (explaining that most immigrant visa categories and nonimmigrant visa category but B, C-1, C-3, D, or I "inherent[ly]" requires "a bona fide relationship"); goo.gl/whF5jZ (explaining that SI and SQ visas are granted to employees of the U.S. Armed Forces or a U.S. Mission). It is baffling why relationships *with* the Government would qualify but relationships *facilitated* by the Government would not.

The fact that a local resettlement agency may not have personally interacted with a refugee is equally irrelevant. The same is true of the relationship between a U.S. entity and an invited lecturer. *See* Slip Op. at 12. Entities often arrange lecturers through the speaker's organization or agent, but the Supreme Court made clear that a relationship exists all the same. Likewise, there is no requirement that a refugee have any direct contact with—or even have met—his "close familial relations[]" in the United States. The Supreme Court obviously did not view personal interaction as a necessary characteristic of a qualifying relationship.

Moreover, this Circuit held that Hawaii's harm from the refugee ban flows from the fact that the ban prevents the State from "assisting with refugee

resettlement." *Hawaii*, No. 17-15589, slip op. at 24. The Government urged the Supreme Court to reject that holding and to stay any application of the injunction to refugees on the ground that the State had "no cognizable sovereign interest in * * * the entry of refugees." Dkt. 304-3, at 19. The Supreme Court did not grant that request, instead holding that the "facts of these cases" illustrate the kind of relationships that remain covered by the injunction. Thus, at a minimum, the injunction covers refugees with a relationship to an American entity similar to the one between Hawaii and the refugees it intends to resettle—a relationship that is if anything *more* removed than a resettlement agency's. *See* Add. Ex. F ¶ 23 (explaining that "state and local governments" work with resettlement agencies to "meet the needs of forthcoming refugees"); Dkt. 304-1, at pp. 10-16 (summarizing state interactions with resettlement agencies). A resettlement agency should plainly qualify by the same logic.

2. The Court Should Clarify That The Government's Positions On Refugee Travel And Attorney-Client Relationships Are Unlawful.

The Government has indicated that it intends to exclude several additional categories of refugees that are plainly protected by the Supreme Court's order.

First, the Government has asserted that it "has yet to determine" whether aliens who have already booked travel may enter the United States after July 6. Dkt. 301, at 18-19. That cannot be. Refugees who have booked travel to the

United States by necessity not only have a relationship with a U.S. resettlement agency, but also have a place to live and services lined up for them when they enter the country. They therefore *a fortiori* have the requisite bona fide relationship under the Court's order. *See supra* Part II.B.1.

Second, in guidance sent on July 3, the Government stated that it was temporarily halting the process through which refugees obtain the advanced booking notifications necessary for travel, even with respect to refugees "with * * * the required bona fide relationship to a person or entity" in the United States. Dkt. 304-4 ¶ 11. But the Supreme Court could not have been clearer that the Order's refugee provisions "*may not be enforced* against an individual seeking admission as a refugee who can credibly claim a bona fide relationship with a person or entity in the United States." Slip Op. at 13 (emphasis added). Any programmatic delay in permitting them to enter is plainly unlawful.

Third, while the Government appears to accept that some client relationships with a legal services organization qualify under the terms of the Court's order, it nonetheless refuses to say whether all relationships qualify. *See* Dkt. 301, at 20-21. The fact that an alien has a "formal, documented" relationship with a legal services organization that is "formed in the ordinary course," however, is *ipso facto* sufficient under the Court's order. Slip Op. at 12; *see* Dkt. 297-1, at 5-6. There is no reason for the Government's equivocation.

In the District Court, the Government attempted to dodge each of these issues by asserting that the disputes are unripe. Dkt. 301, at 18-19. But parties may seek clarification of an injunction whenever there is a "question about [its] terms." *Connecticut Gen. Life Ins. Co.* v. *New Images of Beverly Hills*, 321 F.3d 878, 883 (9th Cir. 2003). It is especially appropriate for courts to provide clarification where one party "proposes to engage" in action that may be unlawful. *Matter of Hendrix*, 986 F.2d 195, 200 (7th Cir. 1993). Here, the Government is *already* actively violating the injunction. Waiting any longer to clarify the injunction prolongs this unlawful conduct by the Government and impairs the public interest.

That is all the more true because refugee and visa processes are notoriously slow and backlogged, and applicants wait for months or years for individual interviews. The Government cannot be permitted to drag this process out even further by refusing admission when it is "unclear" whether a particular applicant is exempt from the ban, *see* Dkt. 301 at 24, while discouraging the courts from giving the guidance that will produce clarity. Nor can the Government be permitted to employ a cumbersome individualized process for applicants that should be categorically exempt from the bans.[8] The time wasted in that process may, for

[8] While the Government has properly recognized that certain categories of foreign nationals seeking entry are categorically exempt from the bans, *see* Dkt. 301 at 18-

example, unfairly preclude refugees from entering the country before October 1, when President Trump is authorized to set a new refugee cap.

CONCLUSION

For the foregoing reasons, Plaintiffs respectfully request that this Court enjoin the Government's unlawful conduct or, in the alternative, order the District Court to issue an order clarifying the scope of the injunction.

19, it still refuses to acknowledge that three categories of refugee applicants are similarly categorically exempt: "U.S.-affiliated Iraqis" at risk of persecution because of their contributions to the United States' combat mission in Iraq; and participants in the Lautenberg Program and the Central American Minors Program, each of which requires participants to have close family ties with the United States, a relationship with a "designated resettlement agency," or both. *See* Dkt. 297-1, at 10; https://www.uscis.gov/CAM.

Respectfully Submitted,

/s/ Neal K. Katyal

NEAL K. KATYAL
COLLEEN ROH SINZDAK
MITCHELL P. REICH
ELIZABETH HAGERTY
HOGAN LOVELLS US LLP
555 Thirteenth Street NW
Washington, DC 20004
Telephone: (202) 637-5600
Email: neal.katyal@hoganlovells.com

THOMAS P. SCHMIDT
HOGAN LOVELLS US LLP
875 Third Avenue
New York, NY 10022
Telephone: (212) 918-5547

SARA SOLOW
ALEXANDER B. BOWERMAN
HOGAN LOVELLS US LLP
1835 Market St., 29th Floor
Philadelphia, PA 19103
Telephone: (267) 675-4600

Counsel for Plaintiffs-Appellants

DOUGLAS S. CHIN
Attorney General of the State of Hawaii
CLYDE J. WADSWORTH
Solicitor General of the State of Hawaii
DEIRDRE MARIE-IHA
DONNA H. KALAMA
KIMBERLY T. GUIDRY
ROBERT T. NAKATSUJI
Deputy Attorneys General
DEPARTMENT OF THE ATTORNEY GENERAL, STATE OF HAWAII
425 Queen Street
Honolulu, HI 96813
Telephone: (808) 586-1500

Counsel for the State of Hawaii

STATEMENT OF RELATED CASES

There are no related cases within the meaning of Ninth Circuit Rule 28-2.6 currently pending in this Court. An appeal from the same underlying case was previously before this Court in *Hawaii* v. *Trump*, No. 17-15589. That appeal was decided on June 12, 2017, in a published opinion, by a panel composed of Judges Hawkins, Gould, and Paez. 859 F.3d 741. The mandate issued on June 19, 2017.

This case would have been related to *Washington* v. *Trump*, No. 17-35105, 847 F.3d 1151 (2017) (per curiam), but that appeal was dismissed on March 8, 2017. The *Washington* appeal involved a challenge to Executive Order No. 13,769 (Jan. 27, 2017), which was revoked and replaced by Executive Order No. 13,780 (Mar. 6, 2017). Executive Order No. 13,780 is the subject of this case.

CERTIFICATE OF COMPLIANCE

I certify that the forgoing Motion complies with the type-volume limitation of Fed. R. App. P. 27(d)(2) because it contains 5,160 words.

This Motion complies with the typeface and type style requirements of Fed. R. App. P. 27(d)(1)(E), 32(a)(5)-(6) because it has been prepared in a proportionally spaced typeface using Microsoft Office Word 2010 in 14-point Times New Roman font.

/s/ Neal K. Katyal
Neal K. Katyal

CERTIFICATE OF SERVICE

I hereby certify that on July 7, 2017, I filed the foregoing Motion with the Clerk of the Court for the United States Court of Appeals for the Ninth Circuit by using the appellate CM/ECF system.

I certify that all participants in the case are registered CM/ECF users and that service will be accomplished by the appellate CM/ECF system.

/s/ Neal K. Katyal
Neal K. Katyal

EXHIBIT A

United States District Court for the District of Hawaii's Order Denying Plaintiffs' Emergency Motion to Clarify Scope of Preliminary Injunction (July 6, 2017) (Dist. Ct. Doc. 322)

IN THE UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF HAWAI‘I

STATE OF HAWAI‘I and ISMAIL ELSHIKH, Plaintiffs, vs. DONALD J. TRUMP, *et al.*, Defendants.	CV. NO. 17-00050 DKW-KSC **ORDER DENYING PLAINTIFFS' EMERGENCY MOTION TO CLARIFY SCOPE OF PRELIMINARY INJUNCTION**

On June 26, 2017, the United States Supreme Court granted certiorari in this matter, granted in part the Government's stay application, "and narrow[ed] the scope of the injunction[]" entered by this Court with respect to Sections 2(c), 6(a), and 6(b) of Executive Order 13,780.[1] *Trump v. Int'l Refugee Assistance Project*, Nos. 16-1436 and 16-1540, slip op. at 11–12 (June 26, 2017) [hereinafter Slip. Op.] (per curiam). Plaintiffs State of Hawai‘i and Ismail Elshikh, Ph.D. seek clarification from this Court regarding the Supreme Court's modification of the preliminary injunction, in light of the manner in which the Government began implementing the non-enjoined portions of EO-2 on June 29, 2017. *See* Pls.' Emergency Mot. to

[1]Executive Order 13,780 is entitled, "Protecting the Nation from Foreign Terrorist Entry into the United States," 82 Fed. Reg. 13209 (Mar. 6, 2017) [hereinafter EO-2].

Clarify Scope of Prelim. Inj., ECF No. 293 [hereinafter Motion]; *see also* Pls.' Proposed Order Granting Mot., ECF No. 315-1 (reflecting consideration of "the preliminary injunction entered on March 29, 2017 (Dkt. No. 270), amended on June [1]9, 2017 (Dkt. No. 291), and modified by subsequent decision of the United States Supreme Court").

Upon careful consideration of the parties' submissions, it is evident that the parties quarrel over the meaning and intent of words and phrases authored not by this Court, but by the Supreme Court in its June 26, 2017 *per curiam* decision. That is, the parties' disagreements derive neither from this Court's temporary restraining order, this Court's preliminary injunction, nor this Court's amended preliminary injunction,[2] but from the modifications to this Court's injunction ordered by the Supreme Court. Accordingly, the clarification to the modifications that the parties seek should be more appropriately sought in the Supreme Court.[3]

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[2]*See Hawaii v. Trump*, --- F. Supp. 3d ---, 2017 WL 1011673 (D. Haw. Mar. 15, 2017) (TRO); *Hawaii v. Trump*, --- F. Supp. 3d ---, 2017 WL 1167383 (D. Haw. Mar. 29, 2017) (Prelim. Inj.); Am. Prelim. Inj., *Hawaii v. Trump*, CV. NO. 17-00050 (D. Haw. June 19, 2017), ECF No. 291.

[3]Federal Rule of Civil Procedure 62(c) allows this Court to issue further orders with respect to an injunction it issued, notwithstanding appeal. *See Nat. Res. Def. Council, Inc. v. Sw. Marine Inc.*, 242 F.3d 1163, 1166 (9th Cir. 2001). "[A]n application with regard to an injunction ordinarily must be made in the first instance to the district court under Rule 62(c) and it is only if relief is not obtained there that the appellate court will consider acting under Rule 62(g)." 11 Wright, Miller, & Kane, Fed. Prac. & Proc. Civ. § 2904 (3d ed. 2013). That is perhaps the reason Plaintiffs opted to proceed here. However, where, as here, the challenges do not derive from this Court's *own* orders, the Court sees no reason why the starting point had to originate here, or even why it made sense to do so.

The Supreme Court stayed the preliminary injunction with respect to Section 2(c) in the following manner—

> The injunctions remain in place only with respect to parties similarly situated to Doe, Dr. Elshikh, and Hawaii. In practical terms, this means that § 2(c) may not be enforced against foreign nationals who have a credible claim of a bona fide relationship with a person or entity in the United States. All other foreign nationals are subject to the provisions of EO-2.

Slip Op. at 12.[4]

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[4]The Supreme Court explained that the facts in the instant case and in No. 16-1436 (*IRAP*) "illustrate the sort of relationship that qualifies"—

> For individuals, a close familial relationship is required. A foreign national who wishes to enter the United States to live with or visit a family member, like Doe's wife or Dr. Elshikh's mother-in-law, clearly has such a relationship. As for entities, the relationship must be formal, documented, and formed in the ordinary course, rather than for the purpose of evading EO-2. The students from the designated countries who have been admitted to the University of Hawaii have such a relationship with an American entity. So too would a worker who accepted an offer of employment from an American company or a lecturer invited to address an American audience.

Slip Op. at 12. With respect to enjoined portions of Section 6 relating to refugees, the Supreme Court reasoned that the "equitable balance struck [with respect to Section 2(c)] applies in this context as well." Slip Op. at 13. It held that—

> An American individual or entity that has a bona fide relationship with a particular person seeking to enter the country as a refugee can legitimately claim concrete hardship if that person is excluded. As to these individuals and entities, we do not disturb the injunction. But when it comes to refugees who lack any such connection to the United States, for the reasons we have set out, the balance tips in favor of the Government's compelling need to provide for the Nation's security.
>
> The Government's application to stay the injunction with respect to §§ 6(a) and (b) is accordingly granted in part. Section 6(a) may not be enforced against an individual seeking admission as a refugee who can credibly claim a bona fide relationship with a person or entity in the United States. Nor may § 6(b); that is,

In evaluating the Government's application for a stay, the Supreme Court observed that, "[i]n assessing the lower courts' exercise of equitable discretion, we bring to bear an equitable judgment of our own." Slip Op. at 10 (citing *Nken v. Holder*, 556 U.S. 418, 433 (2009)). The Supreme Court's equitable judgment to "tailor a stay," *id*., resulted in modifications to this Court's preliminary injunction. These modifications spurred the Government's subsequent efforts to interpret the stay and implement the non-enjoined portions of EO-2 by June 29, 2017. Plaintiffs' Motion challenges only the Government's interpretation of the Supreme Court's June 26, 2017 stay. To be clear, the standard Plaintiffs ask this Court to clarify—i.e., "a credible claim of a bona fide relationship with a person or entity in the United States," Slip Op. at 12—is not set forth in any order of this Court.[5]

> such a person may not be excluded pursuant to § 6(b), even if the 50,000-person cap has been reached or exceeded.

Id. (citations omitted).

[5]Plaintiffs' briefs acknowledge as much. *See, e.g.*, Pls.' Mem. in Supp. 1, ECF No. 293-1 ("That standard, the Supreme Court made clear, protects any foreign national with a 'close familial relationship' with a person in the United States[.]" (citation omitted)); Pls.' Mem. in Supp. 2 ("This Court should clarify as soon as possible that the Supreme Court meant what it said, and that foreign nationals that credibly claim connections with this country cannot be denied entry under the President's illegal Order."); Pls.' Reply 1, ECF No. 303 ("The Government fundamentally misconstrues the Supreme Court's partial stay. The [Supreme] Court did not concoct an abstract 'bona fide relationship' standard that the Government can tailor to its liking[.]"); Reply 2 ("The Court should correct the Government's path, holding the Government to the clear terms of the Supreme Court's order." (footnote omitted)). *But see* Motion 3 ("The Government has indicated publicly that it will begin enforcing the non-enjoined portions of [EO-2] in a manner that conflicts with this Court's preliminary injunction, as well as the Supreme Court's June 26, 2017 ruling that [EO-2] may not be enforced against foreign nationals and refugees 'who have a credible claim of a bona fide relationship with a person or entity in the United States.'" (quoting Slip Op. at 11, 13)).

Because Plaintiffs seek clarification of the June 26, 2017 injunction modifications authored by the Supreme Court, clarification should be sought there, not here. This Court will not upset the Supreme Court's careful balancing and "equitable judgment" brought to bear when "tailor[ing] a stay" in this matter. Slip Op. at 10. Nor would this district court presume to substitute its own understanding of the stay for that of the originating Court's "exercise of discretion and judgment" in "[c]rafting a preliminary injunction . . . dependent as much on the equities of a given case as the substance of the legal issues it presents." Slip Op. at 9. This Court declines to usurp the prerogative of the Supreme Court to interpret its own order and defers in the first instance. *See Ala. Nursing Home Ass'n v. Harris*, 617 F.2d 385, 388 (5th Cir. 1980) ("Great deference is due the interpretation placed on the terms of an injunctive order by the court who issued and must enforce it."); *cf. Alley v. U.S. Dep't of Health & Human Servs.*, 590 F.3d 1195, 1202 (11th Cir. 2009) ("The district court is in the best position to interpret its own orders." (internal quotation marks omitted)).[6]

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[6]*See also Regents of the Univ. of Cal. v. Aisen*, No. 15-CV-1766, 2016 WL 4681177, at *1 (S.D. Cal. Sept. 7, 2016) ("The Supreme Court teaches that when questions arise as to the interpretation or application of an injunction order, a party should seek clarification or modification from the issuing court, rather than risk disobedience and contempt.") (citing *McComb v. Jacksonville Paper Co.*, 336 U.S. 187, 192 (1949)).

CONCLUSION

For the foregoing reasons, Plaintiffs' request for clarification is DENIED without prejudice to its re-filing with the Supreme Court.[7]

IT IS SO ORDERED.

Dated: July 6, 2017 at Honolulu, Hawai'i.

Derrick K. Watson
United States District Judge

[7]Of course, if the Supreme Court wishes for this Court to decide the merits of the issues raised by Plaintiffs' Motion in the first instance, this Court will promptly do so.

EXHIBIT B

Plaintiffs' Proposed Order Clarifying Scope of Preliminary Injunction (D. Haw.), *filed* July 5, 2017 (Dist. Ct. Doc. 315-1)

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF HAWAI'I

STATE OF HAWAI'I and ISMAIL ELSHIKH, Plaintiffs, v. 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, Defendants.	Civil Action No. 1:17-cv-00050-DKW-KSC

[PROPOSED] ORDER CLARIFYING SCOPE OF PRELIMINARY INJUNCTION

This matter came before the Court on Plaintiffs' Emergency Motion to Clarify Scope of Preliminary Injunction (the "Motion"). Having considered the foregoing, the Court hereby GRANTS Plaintiffs' Motion and CLARIFIES that the preliminary injunction entered on March 29, 2017 (Dkt. No. 270), amended on June 29, 2017 (Dkt. No. 291), and modified by subsequent decision of the United States Supreme Court, provides as follows:

1. The preliminary injunction prohibits Defendants from applying sections 2(c), 6(a) and 6(b) of Executive Order 13780 to exclude grandparents, grandchildren, brothers-in-law, sisters-in-law, aunts, uncles, nieces, nephews, and cousins of persons in the United States.
2. The preliminary injunction prohibits Defendants from applying sections 6(a) and 6(b) to exclude refugees who: (i) 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; (ii) have a bona fide client relationship with a U.S. legal services organization; or (iii) are in the U.S. Refugee Admissions Program ("USRAP") through the Iraqi Direct Access Program for "U.S.-affiliated Iraqis," the Central American Minors Program, or the Lautenberg Program.
3. The preliminary injunction bars defendants from suspending any part of the refugee admission process, including any part of the "Advanced Booking" process, for individuals with a bona fide relationship with a U.S. person or entity.
4. The preliminary injunction prohibits Defendants from applying a presumption that an applicant lacks "a bona fide relationship with a person or entity in the United States."

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DATED: Honolulu, Hawai‘i, _____.

_____
Derrick K. Watson
U.S. District Judge

EXHIBIT C

United States Department of State
Guidance on Executive Order on Visas
(June 29, 2017)
(Dist. Ct. Doc. 301-2)

Alert
JUNE 29, 2017

Important Announcement

Executive Order on Visas

On June 26, 2017, the United States Supreme Court issued an order agreeing to hear the Administration's appeals of the two adverse rulings by Federal Appeals Courts regarding Executive Order 13780 and partially granting the government's request to stay the lower courts' injunctions. We will keep those traveling to the United States and partners in the travel industry informed as we implement the order in a professional, organized, and timely way.

As of June 29, 2017, at 8:00 pm Eastern Daylight Time, we will begin implementing the Executive Order at our embassies and consulates abroad in compliance with the Supreme Court's decision and in accordance with the Presidential Memorandum issued on June 14, 2017. Our implementation will be in full compliance with the Supreme Court's decision.

We do not plan to cancel previously scheduled visa application appointments. In accordance with all applicable court orders, for nationals of the six designated countries, a consular officer will make a determination in the course of the interview whether an applicant otherwise eligible for a visa is exempt from the E.O. or, if not, is eligible for a waiver under the E.O., and may be issued a visa.

The E.O. provides specifically that no visas issued before its effective date will be revoked pursuant to the Executive Order, and the E.O. does not apply to nationals of affected countries who have valid visas on June 29, 2017.

The E.O. further instructs that any individual whose visa was marked revoked or cancelled solely as a result of the original E.O. issued on January 27, 2017 (E.O. 13769) will be entitled to a travel document permitting travel to the United States, so that the individual may seek entry. Any individual in this situation who seeks to travel to the United States should contact the closest U.S. embassy or consulate to request a travel document.

FAQs on the Executive Order - Department of Homeland Security

Frequently Asked Questions

What does the Supreme Court's decision mean for applicants for U.S. visas?

The Supreme Court's order specified that the suspension of entry provisions in section 2(c) of Executive Order 13780 may not be enforced against foreign nationals who have a credible claim of a bona fide relationship with a person or entity in the United States. All other foreign nationals of the designated countries are subject to the provisions of the Executive Order, which will be implemented worldwide as of June 29, 2017, at 8:00 pm, EDT, taking into account the Supreme Court decision. The Executive Order prohibits the issuance of U.S. visas to nationals of Iran, Syria, Sudan, Libya, Somalia, and Yemen unless they are either exempt or are issued a waiver. Consular officers first determine whether the applicant qualifies for the visa class for which they are applying before considering whether an exemption to the executive order applies or whether the applicant qualifies for a discretionary waiver.

What nonimmigrant visa classes are exempted from the Executive Order, based on the Supreme Court's order?

Exhibit A

The Supreme Court's order specified that the suspension of entry in section 2(c) of Executive Order 13780 (E.O.) may not be enforced against foreign nationals who have a credible claim of a bona fide relationship with a person or entity in the United States. Applicants seeking B, C-1, C-3, D, or I visas will need to make a credible claim to a consular officer at their visa interview that they have a bona fide close familial relationship with a person in the United States or of a bona fide, formal, documented relationship with an entity in the United States that was formed in the ordinary course, rather than for the purpose of evading the E.O., for the visa applicant to be exempt from the E.O. based on the Supreme Court order. Alternatively, some applicants may qualify for an exemption, and others may qualify for a waiver, in accordance with the E.O. itself. Qualified applicants in nonimmigrant visa categories not listed above are considered exempt from the E.O., because a credible claim of a bona fide relationship with a person or entity in the United States is inherent in the requirements for the visa classification. In all visa adjudications, consular officers may seek additional information, as warranted, to ensure underlying relationships are bona fide, rather than being established for the purpose of unlawfully obtaining a visa, including by evading the E.O.

What immigrant visa classes are exempted from the Executive Order, based on the Supreme Court's order?

Qualified applicants in the immediate-relative and family-based immigrant visa categories are exempt from the E.O. under the Supreme Court's order, because having a credible claim of a bona fide close familial relationship is inherent in the requirements for the visa. Likewise, qualified employment-based immigrant visa applicants generally are exempt from the E.O., because they have a credible claim of a bona fide, formal, documented relationship with an entity in the United States formed in the ordinary course. Unlike other employment-based immigrant visa applicants, certain self-petitioning employment-based first preference applicants with no job offer in the United States and special immigrant visas under INA section 101(a)(27) may be subject to the E.O., unless they have a credible claim of a bona fide close familial relationship with a person in the United States or of a bona fide, formal, documented relationship with an entity in the United States that was formed in the ordinary course, rather than for the purpose of evading the E.O. Applicants not exempted based on the Supreme Court's order still may qualify for an exemption, or may qualify for a waiver, in accordance with the E.O. itself. Likewise, diversity visa applicants will need a credible claim of a bona fide close familial relationship with a person in the United States or of a bona fide, formal, documented relationship with an entity in the United States that was formed in the ordinary course, to be exempted under the provisions of the E.O., or qualify for a waiver, before they can be issued a visa during the suspension, because a relationship with a person or entity in the United States is not required for such visas.

If a principal visa applicant qualifies for an exemption or a waiver under the E.O., does a qualified derivative also get the benefit of the exemption or waiver?

Yes, eligible derivatives of these classifications are also exempt.

Does this Order apply to dual nationals?

This Executive Order does not restrict the travel of dual nationals, so long as they are traveling on the passport of an unrestricted country and, if needed, hold a valid U.S. visa.

Our embassies and consulates around the world will process visa applications and issue nonimmigrant and immigrant visas to otherwise eligible visa applicants who apply with a passport from an unrestricted country, even if they hold dual nationality from one of the six restricted countries.

Does this apply to U.S. Lawful Permanent Residents?

No. As stated in the Order, lawful permanent residents of the United States are not affected by the Executive Order.

Are there special rules for permanent residents of Canada?

Permanent residents of Canada who hold passports of a restricted country can apply for an immigrant or nonimmigrant visa to the United States if the individual presents that passport, and proof of permanent resident status, to a consular officer. These applications must be made at a U.S. consular section in Canada. A consular officer will carefully review each case to determine whether the applicant is affected by the E.O. and, if so, whether the case qualifies for a waiver.

Will you process waivers for those affected by the E.O.? How do I qualify for a waiver to be issued a visa?

As specified in the Executive Order, consular officers may issue visas to nationals of countries identified in the E.O. on a case-by-case basis, when they determine: that issuance is in the national interest, the applicant poses no national security threat to the United States, and denial of the visa would cause undue hardship.

What is a close familial relationship for the purposes of determining if someone is subject to the E.O. per the Supreme Court decision?

A close familial relationship is defined as a parent (including parent-in-law), spouse, fiancé, child, adult son or daughter, son-in-law, daughter-in-law, sibling, whether whole or half, and including step relationships. "Close family" does not include grandparents, grandchildren, aunts, uncles, nieces, nephews, cousins, brothers-in-law and sisters-in-law, and any other "extended" family members.

I sponsored my family member for an immigrant visa, and his interview appointment is after the effective date of the Order. Will he still be able to receive a visa?

The Supreme Court's order specified that section 2(c) of the Executive Order may not be enforced against foreign nationals who have a credible claim of a bona fide close familial relationship with a person or a formal, documented relationship with an entity in the United States that was "formed in the ordinary course, rather than for the purpose of evading [the Executive Order]." One example cited in the Supreme Court's decision was a foreign national who wishes to enter the United States to live with or visit a family member, thereby demonstrating a bona fide relationship with a person in the United States. Applicants for immigrant visas based on family relationships are excluded from the E.O. under the Supreme Court's decision if they otherwise qualify for the visa.

Can those needing urgent medical care in the United States still qualify for a visa?

The Executive Order provides several examples of categories of cases that may qualify for a waiver, to be considered on a case-by-case basis when in the national interest, when entry would not threaten national security, and denial would cause undue hardship. Among the examples provided, a foreign national who seeks to enter the United States for urgent medical care may be considered for a waiver.

An individual who wishes to apply for a waiver should apply for a visa and disclose during the visa interview any information that might qualify the individual for a waiver. A consular officer will carefully review each case to determine whether the applicant is affected by the E.O. and, if so, whether the case qualifies for a waiver.

I'm a student or short-term employee that was temporarily outside of the United States when the Executive Order went into effect. Can I return to school/work?

If you have a valid, unexpired visa, the Executive Order does not apply to your return travel.

If you do not have a valid, unexpired visa, the Supreme Court's decision specified that section 2(c) of the Executive Order may not be enforced against foreign nationals who have a credible claim of a bona fide relationship with a person or entity in the United States. One example cited in the Supreme Court's decision was a student from a designated country who had been admitted to U.S. university, thereby demonstrating a credible claim of a bona fide relationship with an entity in the United States.

An individual who wishes to apply for a nonimmigrant visa should apply for a visa and disclose during the visa interview any information that might demonstrate that he or she is exempt from section 2(c) of the Executive Order. A consular officer will carefully review each case to determine whether the applicant is affected by the E.O. and, if so, whether the case qualifies for a waiver.

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EXHIBIT D

United States Department of Homeland Security Frequently Asked Questions on Protecting the Nation from Foreign Terrorism Entry into the United States (*posted* June 29, 2017, *last updated* July 3, 2017) (Dist. Ct. Doc. 301-5)

Frequently Asked Questions on Protecting the Nation from Foreign Terrorist Entry into the United States

(#) (#) (#) (#)

Release Date: June 29, 2017

Q1. Who is subject to the suspension of entry under the Executive Order?

Per the Executive Order and the June 14 Presidential Memorandum, the temporary suspension of entry applies, with limited exceptions, only to foreign nationals from Sudan, Syria, Iran, Libya, Somalia, and Yemen, who are outside the United States as of June 26,

Exhibit D

2017, who did not have a valid visa at 5 p.m. EST on January 27, 2017, and who do not have a valid visa as on 8:00 p.m. EDT on June 29, 2017. Further, the Executive Order does not bar entry for individuals who are excluded from the suspension provision under the terms of the Executive Order, who obtain a waiver from the Department of State or U.S. Customs and Border Protection, or who demonstrate to the Department of State that they have a bona fide relationship with a person or entity in the United States pursuant to the Supreme Court's Order of June 26, 2017.

Q2. How will this impact commercial air carriers?

DHS anticipates no operational impact to commercial carriers. Passengers are still required to present a valid visa or other entry document to travel to the Unites States. Passengers who present a valid visa or other entry document are presumed to be either outside the scope of the Executive Order, to have received a waiver from the travel restrictions, or to be covered by court injunctions. Passengers in possession of a valid visa or other entry document, irrespective of the date of issuance, should be boarded pursuant to the same operational procedures which were in place prior to the Supreme Court decision.

Q3. What about dual citizens?

Travelers will be processed according to the travel document they present. For example, if the traveler

presents a Canadian passport, the Canadian passport will be used to process that traveler for entry.

Q4. What about refugees who are considered to be "in transit?"

The Executive Order does not apply to refugees who were formally scheduled for transit prior to 8:00 p.m. EDT on Thursday, June 29, 2017. For refugees who are considered to be "in transit," for whom application of the Executive Order remains enjoined, or for whom a waiver has been granted, the Secretaries of State and Homeland Security have coordinated on the travel of these individuals.

Q5. I am a national from one of the six affected countries currently overseas and in possession of a valid visa, but I have no prior travel to the United States. Can I travel to the United States?

Foreign nationals from Sudan, Syria, Iran, Libya, Somalia, and Yemen who have valid visas will not be affected by this Executive Order. No visas will be revoked based on the Executive Order. But visas may be revoked,

or admission may be denied, based on legal requirements independent of the Executive Order.

Q6. I am presently in the United States in possession of a valid single entry visa but I am a national of one of the six impacted countries. Can I travel abroad and return to the United States?

Regardless of the Executive Order, you may not travel abroad and return to the United States on the same visa unless your visa is valid for multiple entries into the United States. While the Executive Order does not apply to those within the United States and your travel abroad is not limited, a valid visa or other document permitting you to travel to and seek admission to the United States is still required for any subsequent entry to the United States. If you were present in the United States on June 26, 2017, the Executive Order will not apply to you when you apply for a subsequent visa. Please contact the Department of State for additional information pertaining to applying for a new visa.

Q7. I am presently in the United States in possession of a valid multiple entry visa

but am a national of one of the six affected countries, can I travel abroad and return to the United States?

Yes. Individuals within the United States with valid multiple entry visas on June 26, 2017 are eligible for travel to and from the United States, provided the visa remains valid and the traveler is otherwise admissible. All foreign nationals traveling with a visa must satisfy all admissibility requirements for entry. Additional information on applying for admission to the United States is available at CBP.gov.

Q8. I am from one of the six countries, currently in the United States in possession of a valid visa and have planned overseas travel. My visa will expire while I am overseas, can I return to the United States?

Travelers must have a valid visa to travel to the United States, regardless of the Executive Order. Travelers who do not have a valid visa due to its expiration while abroad must obtain a new valid visa prior to returning to

the United States. If you were present in the United States on June 26, 2017, the Executive Order will not apply to you when you apply for a subsequent visa. Please contact the Department of State for additional information pertaining to applying for a new visa.

Q9. Will the Department of Homeland Security (DHS) and the Department of State (DOS) be revoking the visas of persons ineligible to travel under the revised Executive Order?

No. Visas will not be revoked based on the Executive Order. Visas may be revoked based on legal requirements independent of the Executive Order. The Department of State has broad authority under Section 221(i) of the Immigration and Nationality Act to revoke visas.

Q10. What is the process for overseas travelers affected by the Executive Order to request a waiver?

Waivers for overseas travelers who are affected by the EO will, if appropriate, be adjudicated by the

Department of State. Please contact the Department of State for additional information.

Q11. How are returning refugees and asylees affected by the Executive Order?

Returning refugees and asylees, i.e., individuals who have already been granted asylum or refugee status in the United States, are explicitly excluded from this Executive Order. As such, they may continue to travel abroad and return to the United States consistent with existing requirements.

Q12. Are first-time arrival refugees with valid travel documents allowed to travel to the United States?

Yes, but only refugees, regardless of nationality, whose travel was already formally scheduled by the Department of State, or for whom the Department of State has determined that a waiver is warranted under the Executive Order, or for whom the Executive Order remains enjoined pursuant to the Supreme Court's order, are permitted to travel to the United States and seek admission. The Department of State will have additional information.

Q13. Will unaccompanied minors within the scope of the Executive Order be denied boarding and or denied entry into the United States?

The Executive Order applies to those who do not have valid visas and are not otherwise exempt. Any individuals, including children, who seek entry to the United States must have a valid visa (or other approved travel document) before travel to the United States. The Department of State will determine whether the Executive Order is enjoined with respect to a particular individual and, if appropriate, may issue a waiver on a case-by-case basis when in the national interest of the United States notwithstanding the suspension of entry under the Executive Order.

Q14. Is DHS complying with all court orders?

DHS is complying, and will continue to comply, with all court orders in effect.

Q15. When will the Executive Order be implemented?

The Executive Order indicated an effective date of 12:01 A.M., Eastern Daylight Time, on March 16, 2017. Before

the Order took effect, however, the travel restrictions in Sections 2 and 6 were enjoined by Federal courts in Hawaii and Maryland. Those injunctions were partially stayed by the Supreme Court. Accordingly, pursuant to the June 14, 2017 Presidential Memorandum, agencies will begin to implement the travel restrictions found in the Executive Order at 8:00 p.m. EDT on June 29, 2017.

Q16. Will the Executive Order impact Trusted Traveler Program membership?

No. Currently, CBP does not have reciprocal agreements for a Trusted Traveler Program with any of the countries designated in the Executive Order. Additionally, citizens of one of the designated countries who hold lawful permanent resident status and who are Trusted Traveler Program members will not have their membership revoked as a result of the Executive Order.

Q17. When will CBP issue guidance to both the field and airlines regarding the Executive Order?

CBP will issue guidance and contact stakeholders to ensure timely implementation consistent with the terms of the Executive Order.

Q18. If I receive a valid immigrant visa from the Department of State and I am a first-time arrival, will I be allowed to travel to the U.S.?

Yes. Individuals holding valid immigrant visas do not fall within the scope of the Executive Order. You will, however, be subject to all laws and regulations governing entry into the U.S.

Q19. Does this affect travelers at all ports of entry?

Yes, this Executive Order applies to travelers who are applying for entry into the United States at any port of entry—air, land, or sea. Additionally, the Executive Order will be applied to processing travelers at preclearance locations.

Q20. What does granting a waiver to the Executive Order mean? How are

waivers applied to individual cases?

Per the Executive Order, the Commissioner of U.S. Customs and Border Protection, as delegated, and the Department of State can review individual cases and grant waivers on a case-by-case basis if a foreign national demonstrates that his or her entry into the United States is in the national interest, will not pose a threat to national security, and that denying entry during the suspension period will cause undue hardship.

Q21. Does "from one of the six countries" mean citizen, national, or born in?

The Executive Order applies to both nationals and citizens of the six countries.

Q22. Will nationals of the six countries with valid green cards (lawful permanent residents of the United States) be allowed to return to the United States?

Per the Executive Order, the suspension of entry does not apply to lawful permanent residents of the United States.

Q23. Can a dual national who holds nationality with one of the six designated countries traveling with a passport from an unrestricted country travel to the United States?

The Executive Order exempts from the entry suspension any dual national of one of the six countries when the individual is traveling on a passport issued by a non-designated country.Can a dual national who holds nationality with one of the six designated countries and is currently overseas, apply for an immigrant or nonimmigrant visa to the United States?Please contact the Department of State for information about how the Executive Order applies to visa applicants.

Q24. Will landed immigrants of Canada affected by the Executive Order be eligible for entry to the United States?

Landed immigrants of Canada who hold passports from one of the six countries are eligible to apply for a visa, and coordinate a waiver, at a location within Canada.

Q25. Has CBP issued clear guidance to CBP officers at ports of entry regarding the Executive Order?

CBP has issued and will continue to issue any needed guidance to the field with respect to this Executive Order.

Q26. What coordination is being done between CBP and the carriers?

CBP has been and will remain in continuous communication with the airlines through CBP regional carrier liaisons. In addition, CBP will hold executive level calls with airlines in order to provide guidance, answer questions, and address concerns.

Q27. What additional screening will nationals of restricted countries (as well as any visa applications) undergo as a result of the Executive Order?

In making admission and visa eligibility determinations, DHS and DOS will continue to apply all appropriate security vetting procedures.

Q28. Is USCIS continuing to interview refugee applicants for admission?

Yes. However, USCIS officers have been instructed that they should not approve a refugee application unless the officer is satisfied that the applicant's relationship complies with the requirement to have a bona fide relationship with a person or entity in the United States and was not formed for the purpose of evading the Executive Order. Alternatively and until the 50,000 ceiling has been met, Section 6(c) permits the Secretaries of Homeland Security and State to jointly determine that refugee applicants can be interviewed and considered for admission if the entry is in the national interest and does not pose a threat to the security or welfare of the United States.

Q29. How is USCIS determining whether a refugee applicant has a relationship to a person in the United States?

The Supreme Court explained, "For individuals, a close familial relationship is required. . . ." A "close family" relationship includes: a parent (including parent-in-law),

spouse, child, adult son or daughter, fiancé(e), son-in-law, daughter-in-law, and sibling, whether whole or half. This includes step relationships. However, "close family" does not include grandparents, grandchildren, aunts, uncles, nieces, nephews, cousins, brothers-in-law and sisters-in-law and any other "extended" family members.

A refugee will be considered to have a credible claim to a bona fide relationship with a person in the United States upon presentation of sufficient documentation or other verifiable information supporting that claim.

Q30. How is USCIS determining whether a refugee applicant has a relationship to an entity in the United States?

The Supreme Court explained, "As for entities, the relationship must be formal, documented, and formed in the ordinary course, rather than for the purpose of evading [the Executive Order]." A refugee who has a relationship with an entity in the United States that is formal, documented, and formed in the ordinary course will be considered to have a credible claim to a bona fide relationship with that entity upon presentation of sufficient documentation or other verifiable information supporting that claim.

Q31. Are only refugees from one of the six countries

affected prevented from traveling if they do not have a bona fide relationship to a person or entity in the United States?

No. Under the Executive Order as limited by the Supreme Court's decision, any refugee, regardless of nationality, is prevented from admission to the United States unless he or she (1) demonstrates a bona fide relationship with a person or entity in the United States or (2) obtains a national interest waiver from the Department of State or CBP.

Q32. How long will the refugee suspension be in place?

The Executive Order provides for a 120 day suspension of refugee admissions.

Q33. Nearly 50,000 refugees have already been admitted to the United States this fiscal year. Will refugees with a bona fide relationship

to a person or entity in the United States be allowed to be admitted even if the 50,000 ceiling has been reached?

Yes. In its June 26, 2017 opinion, the Supreme Court decided that the injunction with respect to Section 6(b) was stayed in part. The 50,000 ceiling for FY 2017 cannot be enforced against "an individual seeking admission as a refugee who can credibly claim a bona fide relationship with a person or entity in the United States."

Q34. Will family members planning to join refugees and asylees be permitted to travel?

Family members planning to join refugees or asylees are only approved for travel if a bona fide relationship to a spouse or parent in the United States exists. Therefore, if the relationship were confirmed, the travel suspension would not apply.

Q35. What is the status of the provision of the Executive Order that directs

the Secretaries of State and Homeland Security to review the USRAP application and adjudication processes to determine what additional procedures should be used to ensure that individuals seeking admission as refugees do not pose a threat to the security and welfare of the United States?

This review is underway and DHS, in concert with DOS, law enforcement agencies, and the intelligence community are working together to identify enhanced vetting procedures to ensure program integrity and national security.

Q36. Can certain categories of refugee cases be considered to have a bona fide relationship with a person in the United States?

Yes, certain categories of refugee cases require relationships with close family members in the United States, specifically "Priority 3" cases, Form I-730 (following-to-join) cases and Iraqi and Syrian Priority 2 cases where access is based on an approved Form I-130 (family based petition). Therefore, because the relationship has been confirmed in order to fall within the categories listed above, the refugee will be determined to have a credible claim to a bona fide relationship to a person in the United States.

Last Published Date: July 3, 2017

EXHIBIT E

United States Department of State
Fact Sheet: "Information Regarding the U.S. Refugee Admissions Program"
(June 30, 2017)
(Dist. Ct. Doc. 301-4)

U.S. Department of State
Diplomacy in Action

Information Regarding the U.S. Refugee Admissions Program

Fact Sheet
BUREAU OF POPULATION, REFUGEES, AND MIGRATION
June 30, 2017

The Supreme Court's order in Trump v. International Refugee Assistance Project, No. 16-1436 (June 26, 2017) provides that Sections 6(a) and 6(b) of Executive Order 13780 "may not be enforced against an individual seeking admission as a refugee who can credibly claim a bona fide relationship with a person or entity in the United States." As stated in the Supreme Court's order "for individuals, a close familial relationship is required. … As for entities, the relationship must be formal, documented and formed in the ordinary course, rather than for the purpose of evading [the Order]."

Upon advice of our legal counsel, we are providing the following guidance.

A refugee who has one of the following relationships with a person already in the United States will be considered to have a credible claim to a bona fide relationship with a person in the United States upon presentation of sufficient documentation or other verifiable information supporting that claim: a parent (including parent-in-law), spouse, fiancé, fiancée, child, adult son or daughter, son-in-law, daughter-in-law, sibling, whether whole or half. This includes step relationships. The following relationships do not qualify: grandparents, grandchildren, aunts, uncles, nieces, nephews, cousins, brothers-in-law and sisters-in-law, and any other "extended" family members.

A refugee who has a relationship with an entity in the United States that is formal, documented, and formed in the ordinary course will be considered to have a credible claim to a bona fide relationship with that entity upon presentation of sufficient documentation or other verifiable information supporting that claim. The fact that a resettlement agency in the United States has provided a formal assurance for a refugee seeking admission, however, is not sufficient in and of itself to establish a qualifying relationship for that refugee with an entity in the United States.

We will be providing additional guidance in coming days about the processes for identifying a bona fide relationship with a person or entity in the United States. As a reminder, refugees already scheduled for travel through July 6 will be permitted to travel regardless of whether they have such a relationship.

Exhibit C

The Office of Website Management, Bureau of Public Affairs, manages this site as a portal for information from the U.S. State Department.

External links to other Internet sites should not be construed as an endorsement of the views or privacy policies contained therein.

Note: documents in Portable Document Format (PDF) require Adobe Acrobat Reader 5.0 or higher to view, download Adobe Acrobat Reader (http://get.adobe.com/reader/).

EXHIBIT F

Declaration (and attachments) from Lawrence E. Bartlett, Director of Office of Admissions, Bureau of Population, Refugees & Migration, U.S. Department of State (July 3, 2017) (Dist. Ct. Doc. 301-1)

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF HAWAII

STATE OF HAWAI'I and ISMAIL ELSHIKH, *Plaintiffs*, v. 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, *Defendants*.	No. 1:17-cv-00050-DKW-KSC **DECLARATION OF LAWRENCE E. BARTLETT** Judge: Hon. Derrick K. Watson Related Documents: 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

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	$

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

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;

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:

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

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. <u>Program Management</u>

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) <u>Pre-Arrival Services</u>
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) <u>Case File Preparation and Maintenance</u>

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) <u>Reception Services</u>
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) <u>Basic Needs Support</u>
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) <u>Services</u>

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) <u>Foster Care</u>
   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: File No.: Present Location:

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

No	Name	Relat	A Number	DOB	MC	Sex	POB

Affiliate

Local Co-Sponsor

Relative (if applicable)

INTERNATIONAL RESCUE

Airport of Final Destination:

Placement Location (City, State):

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