DOUGLAS S. CHIN (Bar No. 6465) Attorney General of the State of Hawai'i DEPARTMENT OF THE ATTORNEY GENERAL, STATE OF HAWAI'I 425 Queen Street Honolulu, HI 96813 Telephone: (808) 586-1500

Fax: (808) 586-1239

Attorneys for Plaintiff, State of Hawai'i

NEAL K. KATYAL\*
HOGAN LOVELLS US LLP
555 Thirteenth Street NW
Washington, DC 20004
Telephone: (202) 637-5600
Fax: (202) 637-5910

\*Admitted Pro Hac Vice

Attorneys for Plaintiffs, State of Hawai'i and Ismail Elshikh

(See Next Page For Additional Counsel)

#### 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

DECLARATION OF NEAL K.
KATYAL IN SUPPORT OF
PLAINTIFFS' MOTION TO
ENFORCE OR, IN THE
ALTERNATIVE, TO
MODIFY PRELIMINARY
INJUNCTION; EXHIBITS A,
B, C, D, E, & F IN SUPPORT
OF PLAINTIFFS' MOTION
TO ENFORCE OR, IN THE
ALTERNATIVE, TO
MODIFY PRELIMINARY
INJUNCTION;
CERTIFICATE OF
SERVICE

#### **ADDITIONAL COUNSEL**

CLYDE J. WADSWORTH (Bar No. 8495)
Solicitor General of the State of Hawai'i
DEIRDRE MARIE-IHA (Bar No. 7923)
DONNA H. KALAMA (Bar No. 6051)
KIMBERLY T. GUIDRY (Bar No. 7813)
ROBERT T. NAKATSUJI (Bar No. 6743)
Deputy Attorneys General
DEPARTMENT OF THE ATTORNEY
GENERAL, STATE OF HAWAI'I
425 Queen Street
Honolulu, HI 96813

Telephone: (808) 586-1500

Fax: (808) 586-1239

Email: deirdre.marie-iha@hawaii.gov

Attorneys for Plaintiff, State of Hawai'i

COLLEEN ROH SINZDAK\*
MITCHELL P. REICH\*
ELIZABETH HAGERTY\*
HOGAN LOVELLS US LLP
555 Thirteenth Street NW
Washington, DC 20004
Telephone: (202) 637-5600
Fax: (202) 637-5910
Email:
neal.katyal@hoganlovells.com

THOMAS P. SCHMIDT\* HOGAN LOVELLS US LLP 875 Third Avenue New York, NY 10022 Telephone: (212) 918-3000 Fax: (212) 918-3100

SARA SOLOW\*
ALEXANDER B. BOWERMAN\*
HOGAN LOVELLS US LLP
1835 Market St., 29th Floor
Philadelphia, PA 19103
Telephone: (267) 675-4600
Fax: (267) 675-4601

\*Admitted Pro Hac Vice

Attorneys for Plaintiffs, State of Hawai'i and Ismail Elshikh

# DECLARATION OF NEAL K. KATYAL IN SUPPORT OF PLAINTIFFS' MOTION TO ENFORCE OR, IN THE ALTERNATIVE, TO MODIFY PRELIMINARY INJUNCTION

- I, NEAL K. KATYAL, hereby state and declare as follows:
- 1. I am counsel for Plaintiffs, the State of Hawai'i and Ismail Elshikh. I have personal knowledge of and am competent to testify to the truth of the matters stated herein. This Declaration is submitted in support of Plaintiffs' Motion to Enforce or, In the Alternative, to Clarify Preliminary Injunction, filed concurrently herewith.
- 2. Attached as Exhibit A is a true and correct copy of a Department of State cable, received by Plaintiffs from third parties on June 29, 2017, which purports to provide guidance to consular offices regarding enforcement of Section 2(c) of Executive Order 13780.
- 3. Attached as Exhibit B is a true and correct copy of an untitled guidance document prepared by the Department of State and received by counsel for Plaintiffs from counsel for Defendants on June 29, 2017. Counsel for Defendants represented that this guidance soon would be publicly available online.
- 4. Attached as Exhibit C is a true and correct copy of Department of State guidance entitled "Executive Order on Visas" (June 29, 2017), *available at*: <a href="https://travel.state.gov/content/travel/en/news/important-announcement.html">https://travel.state.gov/content/travel/en/news/important-announcement.html</a>.

Case 1:17-cv-00050-DKW-KSC Document 329 Filed 07/07/17 Page 4 of 4 PageID #: 6357

5. Attached as Exhibit D is a true and correct copy of the Declaration of Lawrence E. Bartlett filed in this action on July 3, 2017 at Dkt. 301-1 in support of Defendants' Opposition to Emergency Motion to Clarify Scope of Preliminary

Injunction.

6. Attached as Exhibit E is a true and correct copy of the Declaration of

Lawrence E. Bartlett, Director, Office of Admissions, Bureau of Population,

Refugees, and Migration, United States Department of State, publicly filed on

January 1, 2016 in Texas Health & Human Servs. Comm'n v. United States of Am.,

et al., Civ. Action No. 3:15-cv-3851 (DCG) (N.D. Tex.) at ECF No. 46-1.

7. Attached as Exhibit F is a true and correct copy of a Department of

State email sent by Lawrence E. Bartlett to Voluntary Agencies on July 3, 2017,

and provided to counsel for Plaintiffs by a third party (email addresses and

recipient names have been redacted).

I declare under penalty of perjury that the foregoing is true and correct.

DATED:

Washington, D.C., July 8, 2017.

/s/ Neal K. Katyal Neal K. Katyal

4

Subject: (SBU) IMPLEMENTING EXECUTIVE ORDER 13780 FOLLOWING SUPREME COURT RULING -- GUIDANCE TO VISA-ADJUDICATING

**POSTS** 

1. (SBU) Summary: On June 26, 2017, the Supreme Court partially lifted preliminary injunctions that barred the Department from enforcing section 2 of Executive Order (E.O.) 13780, which suspends the entry to the United States of, and the issuance of visas to, nationals of six designated countries, as well as section 6, which relates to the Refugee Admissions Program. A June 14, 2017 Presidential Memorandum announced each enjoined provision would become effective the date and time at which the referenced injunctions are lifted or stayed, with implementation of each relevant provision within 72 hours after all applicable injunctions are lifted or stayed with respect to that provision. As a result, implementation of those sections for which injunctions have been lifted will begin June 29, 2017, as detailed below.

- 2. (SBU) This cable provides guidance for implementing provisions of section 2(c) of the E.O. impacting visa adjudication and issuance procedures. The E.O.'s 90-day suspension of entry will be implemented worldwide at 8:00 p.m. Eastern Daylight Time (EDT) June 29, 2017. All visa adjudicating posts should carefully review and prepare to implement this guidance at that time or at opening of the next business day if not open at 8:00 p.m. EDT June 29, 2017. Any modifications to this guidance, due to litigation or other reasons, will be sent in a subsequent cable. Public talking points and additional operational resources will be updated and available on CA Web. End Summary.
- 3. (SBU) The Supreme Court's partial lifting of the preliminary injunctions allows the E.O.'s suspension to be enforced only against foreign nationals who lack a "bona fide relationship with a person or entity in the United States." Therefore, applicants who are nationals of the affected countries who are determined to be otherwise eligible for visas and to have a credible claim of a bona fide relationship with a person or entity in the United States are exempt from the suspension of entry in the United States as described in section 2(c) of the E.O. Applicants who are nationals of the affected countries and who are determined to be otherwise eligible for visas, but who are determined not to have a qualifying relationship, must be eligible for an exemption or waiver as described in section 3 of the E.O. in order to be issued a visa. For adjudication purposes, the Supreme Court criteria have been couched in this guidance as exemptions from the E.O.'s suspension of entry in paragraph 10.

#### (SBU) Suspension of Entry into the United States for Aliens from Certain Countries

4. (SBU) The E.O. exercises the President's authority under sections 212(f) and 215(a)(1) of the Immigration and Nationality Act (INA) and suspends for 90 days entry into the United States of, and issuance of visas to, certain aliens from the following countries: Iran, Libya, Somalia, Sudan, Syria, and Yemen. Implementation of the suspension, for purposes of visa issuance, will begin at 8:00 p.m. EDT June 29, 2017, worldwide. The suspension of entry in the E.O. does not apply to individuals who are inside the United States on June 29, 2017, who have a valid visa on June 29, 2017, or who had a valid visa at 8:00 p.m. EDT January 29, 2017, even after their visas expire or they leave the United States. The suspension of entry also does not apply to other categories of individuals, as detailed below. No visas will be revoked based on the E.O., even if

issued during the period in which Section 2(c) was enjoined by court order or during the 72-hour implementation period. New applicants will be reviewed on a case-by-case basis, with consular officers taking into account the scope and exemption provisions in the E.O. and the applicant's qualification for a discretionary waiver. Direction and guidance to resume normal processing of visas following the 90-day suspension will be sent septel.

#### (SBU) Nonimmigrant Visas

- 5. (SBU) GSS vendors and posts will continue scheduling NIV applicants of the six indicated nationalities. The E.O. provides for a number of exemptions from its scope and includes waiver provisions, and whether an applicant is exempt or qualified for a waiver can only be determined on a case-by-case basis during the course of a visa interview.
- 6. (SBU) Beginning 8:00 p.m. EDT June 29, 2017, NIV applicants presenting passports from any of the six countries included in the E.O. should be interviewed and adjudicated following these procedures:
  - a.) Officers should first determine whether the applicant is eligible for a visa under the INA, without regard to the E.O. If the applicant is not eligible, the appropriate refusal code should be entered into the Consular Lookout and Support System (CLASS). See 9 FAM 303.3-4(A). Posts must follow existing FAM guidance in 9 FAM 304.2 to determine whether an SAO must be submitted. Applicants found ineligible for grounds unrelated to the E.O. should be refused according to standard procedures.
  - b.) If an applicant is found otherwise eligible for the visa, the consular officer will need to determine during the interview whether the applicant is exempt from the E.O.'s suspension of entry provision (see paragraphs 10-13), and if not, whether the individual qualifies for a waiver (see paragraphs 14 and 15).
  - c.) Applicants who are not exempt from the E.O.'s suspension of entry provision and who do not qualify for a waiver should be refused by entering the code "EO17" into the Consular Lookout and Support System (CLASS). As coordinated with DHS, this code represents a Section 212(f) denial under the E.O.

#### (SBU) Immigrant Visas

- 7. (SBU) The National Visa Center (NVC) will continue to schedule immigrant visa (IV) appointments for all categories and all nationalities. Posts should continue to interview all other IV applicants presenting passports from any of the six countries included in the E.O., following these procedures:
  - a.) Officers should first determine whether the applicant is eligible for the visa, without regard to the E.O. If the applicant is not eligible, the application should be refused according to standard procedures.
  - b.) If an applicant is found otherwise eligible for the visa, the consular officer will need to

determine during the interview whether the applicant is exempt from the E.O.'s suspension of entry provision (see paragraphs 10-13), and if not, whether the applicant qualifies for a waiver (paragraphs 14 and 15).

c.) Immigrant visa applicants who are not exempt from the E.O.'s suspension of entry provision and who do not qualify for a waiver should be refused 221(g) and the consular officer should request an advisory opinion from VO/L/A.

#### (SBU) Diversity Visas

- 8. (SBU) For Diversity Visa (DV) applicants already scheduled for interviews falling after the E.O. implementation date of 8:00 p.m. EDT June 29, 2017, post should interview the applicants. Posts should interview applicants following these procedures:
  - a.) Officers should first determine whether the applicant is eligible for the DV, without regard to the E.O. If the applicant is not eligible, the application should be refused according to standard procedures.
  - b.) If an applicant is found otherwise eligible, the consular officer will need to determine during the interview whether the applicant is exempt from the E.O.'s suspension of entry provision (see paragraphs 10-13), and if not, whether the applicant qualifies for a waiver (paragraphs 14 and 15).
  - c.) DV applicants who are not exempt from the E.O.'s suspension of entry provision and who do not qualify for a waiver should be refused 221(g) and the consular officer should request an advisory opinion from VO/L/A following current guidance in 9 FAM 304.3-1.

Based on the Department's experience with the DV program, we anticipate that very few DV applicants are likely to be exempt from the E.O.'s suspension of entry or to qualify for a waiver. CA will notify DV applicants from the affected nationalities with scheduled interviews of the additional criteria to allow the potential applicants to determine whether they wish to pursue their application.

9. (SBU) The Kentucky Consular Center (KCC) will continue to schedule additional DV-2017 appointments for cases in which the principal applicant is from one of these six nationalities. While the Department is mindful of the requirement to issue Diversity Visas prior to the end of the Fiscal Year on September 30, direction and guidance to resume normal processing of visas following the 90-day suspension will be sent septel.

#### (SBU) Individuals Who Are Exempt from the E.O.'s Suspension of Entry

- 10. (SBU) The E.O.'s suspension of entry does not apply to the following:
  - a.) Any applicant who has a credible claim of a *bona fide* relationship with a person or entity in the United States. Any such relationship with a "person" must be a close familial relationship, as defined below. Any relationship with an entity must be formal, documented,

and formed in the ordinary course, rather than for the purpose of evading the E.O. *Note:* If you determine an applicant has established eligibility for a nonimmigrant visa in a classification other than a B, C-1, D, I, or K visa, then the applicant is exempt from the E.O., as their bona fide relationship to a person or entity is inherent in the visa classification. Eligible derivatives of these classifications are also exempt. Likewise, if you determine an applicant has established eligibility for an immigrant visa in the following classifications -- immediate relatives, family-based, and employment-based (other than certain self-petitioning employment-based first preference applicants with no job offer in the United States and SIV applicants under INA 101a(27)) -- then the applicant and any eligible derivatives are exempt from the E.O.

- b.) Any applicant who was in the United States on June 26, 2017;
- c.) Any applicant who had a valid visa at 5:00 p.m. EST on January 27, 2017, the day E.O. 13769 was signed;
- d.) Any applicant who had a valid visa on June 29, 2017;
- e.) Any lawful permanent resident of the United States;
- f.) Any applicant who is admitted to or paroled into the United States on or after June 26, 2017;
- g.) Any applicant who has a document other than a visa, valid on June 29, 2017, or issued on any date thereafter, that permits him or her to travel to the United States and seek entry or admission, such as advance parole;
- h.) Any dual national of a country designated under the order when traveling on a passport issued by a non-designated country;
- i.) Any applicant travelling on an A-1, A-2, NATO-1 through NATO-6 visa, C-2 for travel to the United Nations, C-3, G-1, G-2, G-3, or G-4 visa, or a diplomatic-type visa of any classification;
- j.) Any applicant who has been granted asylum; any refugee who has already been admitted to the United States; or any individual who has been granted withholding of removal, advance parole, or protection under the Convention Against Torture; and
- k.) Any V92 or V93 applicant.
- 11. (SBU) "Close family" is defined as a parent (including parent-in-law), spouse, child, adult son or daughter, son-in-law, daughter-in-law, sibling, whether whole or half. This includes step relationships. "Close family" does not include grandparents, grandchildren, aunts, uncles, nieces, nephews, cousins, brothers-laws and sisters-in-law, fiancés, and any other "extended" family members.
- 12. (SBU) A relationship with a "U.S. entity" must be formal, documented, and formed in the

ordinary course rather than for the purpose of evading the E.O. A consular officer should not issue a visa unless the officer is satisfied that the applicant's relationship complies with these requirements and was not formed for the purpose of evading the E.O. For example, an eligible I visa applicant employed by foreign media that has a news office based in the United States would be covered by this exemption. Students from designated countries who have been admitted to U.S. educational institutions have a required relationship with an entity in the United States. Similarly, a worker who accepted an offer of employment from a company in the United States or a lecturer invited to address an audience in the United States would be exempt. In contrast, the exemption would not apply to an applicant who enters into a relationship simply to avoid the E.O.: for example, a nonprofit group devoted to immigration issues may not contact foreign nationals from the designated countries, add them to client lists, and then secure their entry by claiming injury from their inclusion in the E.O. Also, a hotel reservation, whether or not paid, would not constitute a bona fide relationship with an entity in the United States.

13. (SBU) When issuing an IV or an NIV to an individual who falls into one of the categories listed in paragraph 10, the visa should be annotated to state, "Exempt or Waived from E.O. 13780." Interviewing officers must also enter a clear case note stating the specific reason why the applicant is exempt from the E.O.'s suspension of entry. If consular officers are unclear if an applicant qualifies for an exemption, the cases should be refused under INA 221(g) and the consular officer should request an advisory opinion from VO/L/A following current guidance in 9 FAM 304.3-1.

#### (SBU) Qualification for a Waiver and Process

- 14. (SBU) The E.O. permits consular officers to grant waivers and authorize the issuance of a visa on a case-by-case basis when the applicant demonstrates to the officer's satisfaction that the following three criteria are all met:
  - a.) Denying entry during the 90-day suspension would cause undue hardship;
  - b.) His or her entry would not pose a threat to national security; and
  - c.) His or her entry would be in the national interest.
- 15. (SBU) The E.O. lists the following examples of circumstances in which an applicant may be considered for a waiver, subject to meeting the three requirements above. Note that some of the waiver examples listed in the E.O. are now considered exemptions in light of the Supreme Court's ruling. Consular officers should determine whether individuals are exempt from the E.O. under standards described above, before considering the availability of a waiver under the standards described in this paragraph. Unless the adjudicating consular officer has particular concerns about a case that causes the officer to believe that that issuance may not be in the national interest, a determination that a case falls under any circumstance listed in this paragraph is a sufficient basis for concluding a waiver is in the national interest. Determining that a case falls under some of these circumstances may also be a sufficient basis for concluding that denying entry during the 90-day suspension would cause undue hardship:

- a.) The applicant has previously established significant contacts with the United States but is outside the United States on the effective date of the E.O. for work, study, or other lawful activity;
- b.) The applicant seeks to enter the United States for significant business or professional obligations and the denial of entry during the suspension period would impair those obligations;
- c.) The applicant is an infant, a young child, or adoptee, an individual needing urgent medical care, or someone whose entry is otherwise justified by the special circumstances of the case;
- d.) The applicant is traveling for purposes related to an international organization designated under the International Organizations Immunities Act, traveling for purposes of conducting meetings or business with the United States government, or traveling to conduct business on behalf of an international organization not designated under the IOIA; or
- e.) The applicant is a permanent resident of Canada who applies for a visa at a location within Canada.
- 16. (SBU) Listed in this paragraph are other circumstances in which an applicant may be considered for a waiver, subject to meeting the three requirements in paragraph 14. Consular officers should determine whether individuals are exempt from the E.O. under standards described above, before considering the availability of a waiver under the standards in paragraph 15. Unless the adjudicating consular officer has particular concerns about a case that suggest issuance may not be in the national interest, determining that a case falls under any circumstance listed in this paragraph is a sufficient basis for concluding a waiver is in the national interest. Determining that a case falls under some of these circumstances may also be a sufficient basis for concluding that denying entry during the 90-day suspension would cause undue hardship:
  - a.) The applicant is a high-level government official traveling on official business who is not eligible for the diplomatic visa normally accorded to foreign officials of national governments (A or G visa). Examples include governors and other appropriate members of sub-national (state/local/regional) governments; and members of sub-national and regional security forces; and
  - b.) Cases where all three criteria in paragraph 14 are met and the Chief of Mission or Assistant Secretary of a Bureau supports the waiver.
- 17. (SBU) If the applicant qualifies for a waiver based on criteria in paragraphs 14 or 15, the consular officer may issue the visa with the concurrence of the Visa Chief (IV or NIV) or the Consular Section Chief. The visa should be annotated to read, "Exempt or Waived from E.O. 13780." Case notes must reflect the basis for the waiver; the undue hardship that would be caused by denying entry during the suspension; the national interest; and the position title of the

manager concurring with the waiver. To document national interest in case notes in circumstances falling under paragraph 14 or paragraph 15(a), (b), or (c), the consular officer may write, "National interest was established by the applicant demonstrating satisfaction of the requirements for the waiver based on [insert brief description of category of waiver]."

18. (SBU) If the applicant does not qualify under one of the listed waiver categories in paragraphs 14 or 15, but the interviewing officer and consular manager believe that the applicant meets the requirements in paragraph 14 above and therefore should qualify for a waiver, then the case should be submitted to the Visa Office for consideration. These cases should be submitted via email to <a href="mailto:countries-of-concern-inquiries@state.gov">countries-of-concern-inquiries@state.gov</a>. The Visa Office will review these requests and reply to posts within two business days. Consular officers should be able to approve the majority of waiver cases without review by the Visa Office due to the broad authority granted in the E.O.

#### (SBU) Refugees

- 19. (SBU) The U.S. Refugee Admissions Program (USRAP) is suspended for 120 days, except for those cases where the Supreme Court has kept the temporary injunction in place for any applicant who has a credible claim of a *bona fide* relationship with a person or entity in the United States. Any such relationship with a "person" must be a close familial relationship, as defined above in paragraph 11. Any relationship with an entity must be formal, documented, and formed in the ordinary course, rather than for the purpose of evading the E.O as described in paragraph 12. We believe that by their nature, almost all V93 cases will have a clear and credible close familial relationship with the Form I-730 petitioner in the United States and qualify for issuance under this exemption.
- 20. (SBU) Posts should not cancel any V93 appointments, and NVC will continue to schedule new V93 appointment as normal. Beginning 8:00 p.m. EDT Thursday June 29, 2017, V93 applicants presenting passports from any of the six countries included in the E.O. should be interviewed and adjudicated following these procedures:
  - a.) Officers should first determine whether the applicant is eligible for a V93 under the current policy, without regard to the E.O. If the applicant is not eligible, the appropriate refusal code should be entered into the Consular Lookout and Support System (CLASS). Applicants found ineligible for grounds unrelated to the E.O. should be refused according to standard procedures. See 9 FAM 203.6.
  - b.) If an applicant is found otherwise eligible for the V93 foil, the consular officer will need to determine during the interview whether the applicant is exempt from the E.O.'s suspension of entry provision based on a credible claim of a *bona fide* relationship with a person or entity in the United States per paragraph 19.
  - c.) Applicants who are not exempt from the E.O.'s suspension of entry provision should be refused by entering the code "EO17" into the Consular Lookout and Support System (CLASS). Please contact your VO/F liaison with any questions about V93 processing or adjudication under the E.O.

#### (SBU) V92 Cases

- 21. (SBU) The E.O. does not affect V92 applicants, and post should adjudicate these cases per standard guidance.
- 22. (SBU) Posts with questions regarding this guidance should contact their post liaison officer in CA/VO/F.

Signature: Tillerson

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 relationship: a parent (including parent-in-law), spouse, 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, fiancés, 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 relationship. 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 verifying 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.

U.S. Passports &

Students Abroad U.S. Visa

Intercou 6367 International Parental







**JUNE 29, 2017** 

### **Important Announcement**

travel.state.gov > Newsroom > Important Announcement

Print **Email** 

#### **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 subject to the Executive Order?



#### 6/29/2011 Case 1:17-cv-00050-DKW-KSC Docume http: 929-3noPilede07/07/17 Page 2 of 4 PageID #:

The Supreme Court's order specified that the suspension of ent §368 ction 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. Applicants seeking B, C-1, C-3, D, I or K visas will need to demonstrate that they have the required bona fide relationship in order to be exempt, or they may qualify for a waiver pursuant to the terms of the E.O. Qualified applicants in other nonimmigrant visa categories are considered exempt from the E.O., as a bona fide relationship to a person or entity in the United States is inherent in the requirements for the visa classification, unless the relationship was established for the purpose of evading the order.

#### What immigrant visa classes are subject to the Executive Order?

Qualified applicants in the immediate-relative and family-based immigrant visa categories are exempt from the order since having 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., since they have a bona fide formal, documented relationship with a U.S. entity 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 covered by the E.O. and, consequently, would need to demonstrate that they have a bona fide relationship with an entity in the United States or otherwise qualify for a waiver. Diversity visa applicants will need to demonstrate a qualifying relationship or qualify for a waiver since a relationship with a person or entity in the U.S. is not required for such visas.

An individual who wishes to apply for an immigrant 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.

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?

#### 6/29/2017 Case 1:17-cv-00050-DKW-KSC Docume http: 929-3noFilede07/07/17 Page 3 of 4 PageID #:

A close familial relationship is defined as a parent (including pare 369-law), spouse, 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, fiancé(e)s, 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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# 6/29/201 Case 1:17-cv-00050-DKW-KSC Docume http: 929-300-piled 07/07/17 Page 4 of 4 PageID #: 6370

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### 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

- 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

### Case 1:17-cv-00050-DKW-KSC Document 309-4 Filed 07/03/17 Page 8 of 63 PageID #:

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.

8



### 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:
  - 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.

S-PRMCO-17-CA-1XXX

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, predetermined 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: <a href="http://www.dpm.psc.gov/">http://www.dpm.psc.gov/</a>. 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 <a href="www.grantsolutions.gov">www.grantsolutions.gov</a>. 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: <a href="https://www.statebuy.state.gov">https://www.statebuy.state.gov</a> . 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: <a href="https://www.statebuy.state.gov/fa/Pages/Forms.aspx">https://www.statebuy.state.gov/fa/Pages/Forms.aspx</a>. 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

Name of Recipient/Country

S-PRMCO-17-CA-1XXX

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 subrecipient 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 <a href="https://www.grantsolutions.gov">www.grantsolutions.gov</a>.

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: <a href="https://www.statebuy.state.gov/fa/Pages/TermsandConditions.aspx">https://www.statebuy.state.gov/fa/Pages/TermsandConditions.aspx</a>.

#### 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

Case 1:17-cv-00050-DKW-KSC Document 309-4 Filed 07/03/17 Page 19 of 63 PageID #: 6689

Name of Recipient/Country

S-PRMCO-17-CA-1XXX

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: <a href="https://www.statebuy.state.gov">https://www.statebuy.state.gov</a>

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:
  - 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

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

Fax 202-453-9395

#### 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

#### 4. Post-Award Compliance:

Fax 202-453-93XX

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: <a href="https://statebuy.state.gov">https://statebuy.state.gov</a>, under Resources select Terms and Conditions to access the terms and conditions.

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

#### 5. Authorized Budget Summary:

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

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

<b>Budget Categories</b>	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 <a href="https://www.grantsolutions.gov">www.grantsolutions.gov</a>. 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: <a href="https://www.statebuy.state.gov">https://www.statebuy.state.gov</a>. 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: <a href="https://www.statebuy.state.gov/fa/Pages/Forms.aspx">https://www.statebuy.state.gov/fa/Pages/Forms.aspx</a>. 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:

 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 15<sup>th</sup> day of the second month following the end of the R&P period, and shall be considered timely if electronically submitted on or before the due date. The report shall be submitted to the RPC at Incoming-Datafiles@wrapsnet.org. The Recipient will retain the reported information for a period of not less than one year from the date of arrival, and will make it available for review by the Bureau upon request.

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

Financial reports shall be submitted within thirty (30) days following the end of each calendar year quarter (January 30th, April 30th, July 30th, and October 30th) during the validity period. A preliminary final financial report covering the entire period of the agreement shall be submitted within ninety (90) days after the expiration date of this agreement and then updated and submitted on March 31, 2018. This preliminary final report shall include the total charges for each budget category reflected in Section 5 including charges for post-performance activities such as audits and evaluations. Should the Recipient have awarded \$15,000 or more to a subrecipient 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 30<sup>th</sup>) 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 <a href="www.grantsolutions.gov">www.grantsolutions.gov</a> 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 <a href="www.grantsolutions.gov">www.grantsolutions.gov</a> 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.

Case 1:17-cv-00050-DKW-KSC Document 309-4 Filed 07/03/17 Page 37 of 63 PageID #: 6692

Name of Recipient

S-PRMCO-17-CA-1XXX

c) Reviews and comments on proposed changes or revisions in terms of this agreement.

d) Monitors and evaluates the general performance of the Recipient's operations under this agreement to ensure that the established responsibilities and objectives are being successfully met, maintains contact, including site visits and liaison, with the Recipient, assists the Grants Officer in the review of required Recipient Program and Financial Progress Reports to verify timely and adequate performance, and provides the Bureau regular written reports on whether performance is in compliance with all the terms and conditions of this agreement.

### 2) Office of the Comptroller

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

12. Program Income: N/A

13. Cost-Sharing: N/A

14. Sub-recipients: N/A

### 15. Additional Bureau Specific Requirements:

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

### a. Program Management

- 1) The Recipient shall provide the core services specified in section 16 below to refugees who are assigned to it under this agreement and who arrive in the United States during the period of this agreement in a manner consistent with United States law and policy.
- 2) In compliance with the Bureau's policy that all funded activities be implemented in a manner that fully meets the standard of conduct established by the Inter-Agency Standing Committee (IASC) Task Force on Protection from Sexual Exploitation and Abuse in Humanitarian Crises, ensure that the activities conducted with funds provided under this agreement are implemented in accordance with the Recipient's established code of conduct submitted to the Bureau in its proposal (Attachment A). Should any change be made to the Recipient's code of conduct during the validity period of this agreement, inform the Bureau in writing within thirty (30) days of the changes for consideration of whether the revised code continues to meet the Bureau's standard of core principles.
- 3) The Recipient is reminded that U.S. Executive Order and U.S. law prohibits transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the Recipient to ensure compliance with these Executive Orders and laws. This provision must be included in all sub-contracts/sub-awards issued under this agreement.
- 4) The U.S. Government is opposed to prostitution and related activities, which are inherently harmful and dehumanizing, and contribute to the phenomenon of trafficking in persons. None of the funds made available under this agreement may be used to promote, support, or advocate the legalization or practice of prostitution. Nothing in the preceding sentence shall be construed to preclude assistance designed to ameliorate the suffering of, or health risks to, victims while they are being trafficked or after they are out of the situation that resulted from such victims being trafficked. This provision shall be incorporated into all sub-agreements under this agreement. The Recipient does not promote, support, or advocate the legalization or practice of prostitution.
- 5) Branding and Marking Strategy: State in all appropriate publications, electronic and printed descriptions, including press releases, annual reports, and financial statements that reception and placement activities conducted under this agreement are paid for, in part, through financial assistance provided by the Department of State.
- 6) Accord the Bureau and its authorized representatives the legally enforceable right to examine, audit and copy, at any reasonable time, all records in its possession pertaining to this agreement.
- 7) Assist the Bureau, as appropriate, in evaluating the Recipient's performance under this agreement by facilitating access to all relevant records and to all persons directly involved under this agreement.
- 8) Permit the Bureau to make available to the public the Recipient's performance outcomes, the Bureau's monitoring reports on the Recipient and its affiliates, and the Recipient's final consolidated placement plan, in a manner to be determined by the Bureau.
- b. Prior Approval Requirements and Revision of Budget and Program Plans. The Recipient must submit all requests for prior approvals and revisions required under this award in writing to the GO/GOR, before the project period end date indicated on form DS-1909. Final approval is subject to review and acceptance by the GO. The transfer of funds among direct cost categories or programs, functions and activities for which the cumulative amount of such transfers exceeds

or is expected to exceed 10 percent of the total approved budget (see 2 CFR 200.308(e)) requires prior approval by the GO by way of amendment.

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

#### a. Definitions

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

- 1) "Refugee" means a person admitted to the United States under section 207(c) of the Immigration and Nationality Act, as amended, or a person to whom eligibility for the resettlement assistance available to individuals admitted under section 207(c) has been extended by statute.
- 2) "Agency" means a public entity or a private nonprofit organization, registered as such with the Internal Revenue Service under 26 U.S.C. 501(c)(3), having a cooperative agreement with the Bureau for reception and placement services.
- 3) "Affiliate" means:
  - a) a regional office of an Agency, which is part of the corporate structure of the Agency;
  - b) a public entity or a private nonprofit legal entity which has accepted in a written agreement with the Agency responsibility to provide, or ensure the provision of, reception and placement services to certain refugees sponsored by an Agency; or
  - c) a sub-office of an entity referred to in subparagraph 2) "Agency" above that the Recipient proposes for affiliate status in the proposal for the FY 2017 program or during the course of the year, and that the Bureau agrees in writing may serve as an affiliate. A "sub-office" is defined as an office where reception and placement services are provided and refugee case files are maintained during the reception and placement period with management oversight provided by a nearby affiliate office.
- 4) "Local co-sponsor" means an established community group, such as a congregation or service organization, which has accepted in a written agreement with an Agency responsibility to provide, or ensure the provision of, reception and placement services to certain refugees sponsored by an Agency. Individuals or informal groups may not serve as local co-sponsors. Local co-sponsors differ from volunteers in that they agree in writing to accept responsibility for performing certain services required in this agreement.
- 5) "Local resettlement agency" means "Affiliate" (see above).
- 6) "The Refugee Processing Center" (RPC) means the center located at 1401 N. Wilson Boulevard, Arlington, Virginia 22209, which will manage, on behalf of the Bureau, data processing of refugee cases.
- 7) "Assurance" means a written commitment, submitted by a Recipient, to provide, or ensure the provision of, the basic needs support and core services specified in subsections 16.3.g.1 through 16.3.g.6 of the cooperative agreement for the refugee(s) named on the assurance form.
- 8) "Reception and Placement period" (R&P period) means an initial thirty (30)-day period that can be extended up to ninety (90) days after arrival should more than thirty (30) days be required to complete R&P Program requirements.

- 9) "**Employable refugee**" means any refugee who is between the ages of 18 and 64 other than a refugee who:
  - a) is required to be in the home to care for a child under one year of age or other fully dependent person (only one adult per household unit may be considered to be in this category); or
  - b) is unable to work for physical or mental health reasons.
- 10) "Loan Services" means those activities deemed appropriate through consultation with the International Organization for Migration and the Bureau to ensure that maximum efforts are made to conduct required loan activities for refugees signing Promissory Notes executed by IOM for funds advanced by the Bureau to cover transportation costs to the United States.
- 11) "Appropriate language interpretation/translation" means interpretation/translation which allows for communication with the refugee in his/her native language, if possible, or in a common language in which the refugee is fluent.

#### b. Performance Standards

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

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

The Bureau will evaluate Recipient performance in the following areas:

- 1) Reception and Placement Program Objectives and Indicators and Recipient Objectives and Indicators as stated in Section 1.c. and 1.d.
- 2) National Agency Program Management
  - a) Staff training Headquarters shall have in place a formal plan for training new headquarters staff and affiliate directors, and should ensure that each affiliate has a structured training plan for each of its new employees. Headquarters shall also have in place a mechanism for training existing staff at all levels on changes that occur in the R&P Program, as well as local and national legislative changes that affect refugee resettlement. Training for new and existing staff at all levels shall include the national and/or local established code of conduct.
  - b) Communication with Affiliates on Policy Changes

Headquarters shall have in place mechanisms for informing affiliates of policy changes and shifts in expected refugee arrivals. Headquarters shall also have in place mechanisms for informal communications with affiliates on everyday resettlement issues.

### c) Strategy for Site Selection

Headquarters shall have in place a coherent strategy for selecting resettlement sites and placement of individual refugee cases. That strategy should show evidence of adaptability to new circumstances, e.g., influx of new populations, welfare or economic changes in any given location. Such strategy should also provide adequate justification for continued use of a site with poor employment outcomes.

### d) Corrective Action on Program Deficiencies

Headquarters shall maintain records of corrective actions taken and evidence of final compliance by affiliates in response to recommendations made by headquarters and Bureau monitors during on-site and telephonic monitoring reviews. These records should show evidence of follow-up as needed, and should address each recommendation made by the monitors.

### e) Employment of Refugees

Although the Recipient is not required to effect job placement through its own efforts, this agreement requires that the Recipient provide employment orientation and assistance with enrollment in appropriate employment services. Refugee program service providers or other resources available in the community may accomplish job placement. Since employment is recognized as one of the significant elements in successful resettlement, the Recipient will determine the employment status of each employable refugee at the end of the R&P period.

# f) Out-Migration of Refugees

The Bureau will review the Recipient's out-migration performance as a part of its annual review.

#### g) On-Site Affiliate Monitoring

#### i. Frequency of Monitoring

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

#### ii. Written Reports

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

- (a) a description that quantifies and qualifies how the affiliate coordinates volunteers and develops private resources for Reception and Placement activities;
- (b) evidence of the affiliate's policy on how refugee per capita funds beyond the \$925 per person minimum are spent;
- (c) a narrative statement describing the affiliate's R&P program, including quality of housing, local services, and the local resettlement environment;
- (d) evidence of a review of the affiliate's performance and compliance with R&P requirements;
- (e) evidence of contacts made by the monitor(s) with state and local refugee program officials, including the state refugee coordinator and state refugee health coordinator;
- (f) evidence of compliance with quarterly stakeholders meeting requirements;
- (g) evidence of the affiliate's training for new and existing staff;
- (h) evidence of the affiliate's policy on protection from sexual exploitation and abuse;
- (i) evidence of the monitor's review of five percent (5%) (but not fewer than ten (10) cases, nor more than thirty (30) cases) of all case files for cases which arrived during the preceding twelve (12)-month period, including a representative sample of local cosponsor placement, if applicable. The monitoring report must indicate whether the case files contained fully completed and implemented service plans for each member of the family, evidence of timely and compliant delivery of all required services, evidence of compliant documentation of R&P per capita expenditures, and R&P period reports. The report must also indicate whether the case logs presented a complete and accurate picture of the resettlement process;
- (j) evidence of the monitor's visit to at least four (4) refugee cases in their homes, and an assessment of the welfare, living conditions, current needs, and the affiliate's assistance with the provision of basic needs and core services. If fewer than four (4) cases have arrived in the fiscal year being monitored, all arrived cases for that fiscal year shall be included in home visits; and
- (k) recommendations for any necessary follow-up.
- h) The following documents shall be available to the Bureau upon request. The documents shall be accurate and complete, be submitted in a timely manner, and adhere to all requirements:
  - i. R&P Period Reports
  - ii. Sponsorship Assurances
  - iii. Affidavits of Relationship
  - iv. Ninety (90)-day follow-up reports for minors coded M2-M3 and M5-M7
  - v. Quarterly R&P Program Reports
  - vi. Record of affiliates' local consultations

- vii. Annual Report
- viii. Reconciliation of Claimed Refugee Sponsorships
- ix. Quarterly Financial Status Reports
- x. Availability of Funds Statement for Current Fiscal Year
- xi. Audit Data Collection Form and Reporting Package
- xii. Staff training plans and reports of training
- xiii. Policy on the Prevention of Sexual Exploitation and Abuse
- 3) Bureau Monitoring of Agency Affiliates
  - a) On-Site Monitoring Visits

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

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

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

b) National Agency Response

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

- c. Performance of Core Services by or Under the Direction of the Recipient
  - 1) A written proposal, submitted by the Recipient and incorporated into this agreement as Attachment A, will constitute the basis for the assignment of Reception and Placement responsibility for specific refugees. Subject to any limitations established in this agreement (e.g., the inability of the Recipient to assist refugees of a particular linguistic group), the Bureau may assign a reasonable number of special cases to any participating Recipient. The Recipient shall describe its network of affiliates in its annual proposal, including the proposed service area to be covered by each affiliate. A Recipient may assure and place a case assigned to it under the Agreement only within the approved service area and caseload projections of its approved affiliates as set forth in the proposal.

The Bureau authorizes cases with U.S. ties to be placed within a radius of 100 miles within the same state of the affiliate and cases without U.S. ties to be placed within a radius of 50 miles within the same state of the affiliate.

- 2) The Bureau will consider approving a larger service area for cases with U.S. ties when the Recipient demonstrates to the satisfaction of the Bureau that the larger area will not impair the quality of service provided to refugees placed in that area. The Recipient will ensure that the affiliate will be able to respond on a same day basis to any urgent needs of the refugees and assist the refugees to resolve the issues.
- 3) The Recipient may propose to open a new affiliate or sub-office during the validity period. The Recipient must provide a statement of rationale for each proposed new site. The rationale should be accompanied by: a completed abstract; a letter of support from the proposed site's governing entity; a letter of support from the state refugee coordinator; letters of support from local refugee service agencies; an explanation of the proposed management structure at the new location; a timeline for the opening of the proposed site and implementation of program activities; and a detailed training plan for R&P staff. Each affiliate or sub-office abstract should present information pertaining only to activities of that specific office and should not include data related to activities corresponding to partner agencies (at joint sites), sub-offices, or administering affiliates. Abstracts representing jointly operated affiliates must contain information in all fields regarding only the sponsoring Agency's activities; it should not reflect a combination of partner Agencies' information. The Bureau may request additional information.
- 4) The Recipient must inform the Bureau and the relevant state refugee coordinator in writing of the intended closure of an established affiliate or sub-office at least thirty (30) days in advance of closure. The notification submitted to the Recipient's designated program officer in the Bureau should include: a plan for completion of services for all active R&P cases; a list of all assured cases that have not arrived to be returned to the RPC for reallocation; a list of all outstanding Affidavits of Relationship (AORs), including pre-case ID numbers, and anchor contact information; a plan for the disposition of all R&P records and case files (to be retained for a period of no less than three years), including a plan to transfer files to the affiliate designated to receive active cases; and a copy of the Recipients' notice of closure letter to the state refugee coordinator.

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

In the case of planned consolidation of a sub-office operation into an administering affiliate, the Recipient should follow the procedures outlined above and prepare a revised Abstract for submission to the Bureau which reflects the consolidation information.

The Recipient will further ensure that its affiliate provides written notification to all active cases and to persons with AORs on file at the closing site. The closing affiliate should inform filers of AORs that they may express in writing a preference to work with a specific alternate affiliate. If the AOR filer identifies an alternate affiliate, the Recipient will transfer the AOR directly to the appropriate R&P Agency upon approval

- by the Bureau. Evidence of such direct transfers should be included in the closure plan submitted to the Bureau. All other outstanding AORs will be transferred to nearby affiliates by RPC, in coordination with the Bureau.
- 5) A copy of the signed assurance form will be maintained on file at the headquarters of the Recipient for a period of at least one year from the date the refugee enters the United States.
- 6) With respect to every placement, the Recipient or affiliate will have on staff, or available from within the community of resettlement, persons who can communicate with the refugee in a common language and who can assist with the provision of services in person, as needed. These services will be available to the refugee on a daily basis during the R&P period.
- 7) The procedures for initial assignment, assurance, and transfer of refugee cases are set forth in the Allocations Handbook, which may be updated during the agreement period and is hereby incorporated by reference.
- 8) The basic needs support and core services shall be provided to any refugee assigned to the Recipient during the R&P period after the refugee's arrival in the United States, except where a different period of time is stated.
- 9) The basic needs support and core services shall be provided in accordance with the proposal submitted by the Recipient as approved by the Bureau. Deviations from the proposal involving the addition of affiliates or increases of more than ten percent (10%) in each proposed affiliate's caseload must be approved in advance in writing by the Bureau. An increase in an affiliate's caseload does not increase the total number of a Recipient's proposed and accepted total network capacity for refugee arrivals during the fiscal year. Any increase in a Recipient's total network capacity for refugee arrivals must be requested by the Recipient in writing and approved in advance in writing by the Bureau. It is understood that caseload may fall short of that in the proposal, and deviations resulting from such shortfall do not require Bureau approval.
- 10) Faith-based Recipients should take steps to ensure their inherently religious activities, such as religious worship, instruction, or proselytizing, are separate in time or location from the government-funded services that they offer. Also the Recipients may not require refugees to profess a certain faith or participate in religious activities in order to receive services.
- 11) Recipients shall request prior approval from the Bureau for one or more of the following program or National Management budget related reasons:
  - a) Change in the scope or the objective of the project or program (even if there is no associated budget revision requiring prior written approval).
  - b) Change in a key person specified in the application or award document (as specified in the 2 CFR 200).
  - c) The absence for more than three months, or a twenty-five percent (25%) reduction in time devoted to the project, by the approved project director.

#### d. Delegation of Functions by the Recipient

1) Unless otherwise provided herein, the responsibilities assumed by the Recipient shall be delegated only to an affiliate designated in the approved proposal, who may re-delegate such responsibilities to a local co-sponsor, provided such co-sponsor is identified on the applicable assurance form submitted to the RPC. When the Recipient relies on an

- affiliate or local co-sponsor to provide a service, the Recipient shall remain responsible for ensuring that the service is provided.
- 2) Any local co-sponsor to whom the Recipient's responsibility for providing core services is re-delegated by an approved affiliate must be located in the affiliate's approved area of geographic responsibility, as designated in the proposal. When the affiliate has an agreement with a local co-sponsor to provide basic needs support or core services, the affiliate shall remain responsible for ensuring that the services are provided.
- 3) The Recipient, and any affiliate and/or local co-sponsor to which a delegation is made, must carry out its responsibilities in accordance with Title VI of the Civil Rights Act of 1964.

### e. Coordination and Consultation with Public Agencies

### The Recipient shall:

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

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

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

# f. Limitation of Responsibility to Perform Core Services

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

#### g. Core Services

#### 1) Pre-Arrival Services

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

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

- m) evidence that the refugee was provided with information on the legal requirement to notify the U.S. Department of Homeland Security of each change of address and new address within 10 (ten) days, and assisted, to comply with this requirement. Authority: Secs. 103, 265 of the Immigration and Nationality Act, as amended by sec.11, Public Law 97-166, 95 Stat. 1617 (8 U.S.C. 1103, 1305);
- n) evidence that the legal requirement for males age 18 through 25 to register for the selective service within thirty (30) days of arrival has been completed (as appropriate) and that the refugee was provided with information on the requirement to notify the Selective Service System of each change of address;
- o) a legible copy of the transportation letter and I-94 form (or visa for SIVs) for each refugee in the case;
- p) a R&P period report, which will be retained by the affiliate for a period of not less than three (3) years from the date of arrival, based upon an interview with the refugee by the affiliate or local co-sponsor from which it can be determined, inter alia:
  - i. that all R&P basic needs support and core services were made available to the refugee in accordance with this agreement;
  - ii. whether the refugee household had income in excess of expenses at the end of the R&P period;
  - iii. that each refugee was enrolled in state-funded or other appropriate social services;
  - iv. the social security number for each refugee in the case;
- q) a copy of the assurance form or equivalent documentation; and
- r) where applicable, copies of suitability determinations for placement of refugee minors, follow-up evaluation forms, signed statements concerning responsibilities and legal obligations in the state of residence, and a copy of the best interest determination (BID) of the child, if available.

#### 3) Reception Services

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

# 4) Basic Needs Support

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

- a) Decent, safe, and sanitary housing based on federal housing quality standards or local or state standards if local or state standards are higher than federal standards, and the following:
  - i. All areas and components of the housing (interior and exterior) should be free of visible health and safety hazards and in good repair, including no visible bare wiring, no peeling or flaking interior paint for dwellings built

- before 1978, no visible mold, and no detectable dangerous or unsanitary odors.
- ii. Housing should include identified and accessible emergency escape route(s); fire extinguishers in accessible locations where required; working locks on all windows and outside doors; appropriate number of working smoke detectors; windows in working order; adequate heat, ventilation, lighting, and hot and cold running water in working order; and electrical fixtures in good repair.
- iii. Housing should provide minimum habitable area for each occupant, including number of bedrooms or sleeping areas.
- iv. Each residence shall be equipped with stove, oven, refrigerator, sink, flush toilet, and shower or bath in good repair.
- v. Each residence shall have easily accessible storage or disposal facility for garbage.
- vi. Each residence shall be free of rodent and insect infestation.
- vii. In cases of refugees with disabilities, housing should be free of, or permit the removal of, architectural barriers and otherwise accommodate known disabilities, to the extent required by law.
- viii. To the extent possible, the family should be able to assume payment of rent at the end of the R&P period, based upon projected family income from all sources. The family should be left with sufficient resources for other essential expenses (food, transportation, utilities, etc.) after rent payments are made.
- b) Furniture and household items\_that need not be new, but must be clean, in good condition, and functional and include the following:
  - i. Beds (described as bed frame and spring, or equivalent, and mattress) appropriate for age and gender composition of family; one set of sheets for each bed; blanket or blankets for each bed as seasonally appropriate; and one pillow and pillowcase for each person. Only married couples or small children of the same gender may be expected to share beds.
  - ii. One set of drawers, shelves, or other unit appropriate for storage of clothing in addition to a closet, unless the closet has shelving to accommodate clothing, per family.
  - iii. One kitchen table per family and one kitchen chair per person.
  - iv. One couch, or equivalent seating, per family, in addition to kitchen chairs.
  - v. One lamp per room, unless installed lighting is present and adequate, and light bulbs.
  - vi. One place setting of tableware (fork, knife, and spoon) and one place setting of dishes (plate, bowl, and cup or glass) per person.
  - vii. Food preparation utensils to include at least one sauce pan; one frying pan; one baking dish; mixing/serving bowls; one set of kitchen utensils (such as spatula, wooden spoon, knife, serving utensils, etc.); and one can opener per family, and additional items appropriate to family size and composition.
  - viii. One bath towel per person.
  - ix. One alarm clock.

- x. Paper, pens, and/or pencils.
- xi. Cleaning supplies to include: dish soap, bathroom/kitchen cleanser, sponges or cleaning rags and/or paper towels, laundry detergent, two waste baskets, mop or broom, and trash bags.
- xii. Toiletries to include: toilet paper, shampoo, soap, one toothbrush per person, toothpaste, and other personal hygiene items as appropriate. These items should be new.
- xiii. Baby items as needed.
- c) Food or a food allowance to include:
  - i. Culturally appropriate, ready-to-eat food available on arrival, plus one (1) day's additional food supplies and staples (including baby food as needed).
  - ii. Within one (1) day of arrival, food or food allowance at least equivalent to the food stamp allocation for the family unit and continued food assistance until receipt of food stamps or until the individual or family is able to provide food for himself, herself, or themselves.
- d) Appropriate seasonal clothing required for work, school, and everyday use as required for all members of the family, including proper footwear for each member of the family, and diapers for children as necessary. Clothing need not be new, but must be clean, in good condition, and functional.
- e) An appropriate amount of pocket money for each adult throughout the first thirty (30) days to allow independent spending at the refugee's discretion.
- f) Transportation in compliance with local motor safety laws.
- g) Transportation to job interviews and job training.

### 5) <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 cosponsor 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 <a href="https://www.COResourceExchange.org">www.COResourceExchange.org</a>. 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 (90<sup>th</sup>) day after arrival, conduct a follow-up home visit to determine the continued suitability of the placement and to assess the need for continued services and arrange for such services, if needed and feasible; and
  - iv. Within thirty (30) days after the ninetieth (90<sup>th</sup>) day after arrival submit a minor follow-up evaluation report, including an assessment of the family unit's understanding and intentions regarding the securing of legal responsibility for the minor under state law. Copies of this evaluation shall be retained in the case file covering the minor and sent to the Recipient's headquarters and the State Refugee Coordinator so that further action may be taken by the state if the state deems it necessary. Headquarters should maintain the completed Minor Follow-up Evaluation Forms for no less than one year after the minor's arrival to the U.S.

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

#### 7) Foster Care

- a) General
  - i. The services performed by the Recipient under this section shall be performed for the purposes of (a) ensuring that foster care minors (minor code M4) approved for admission to the United States are sponsored as required by law, (b) facilitating Department of Health and Human Services/Office of Refugee Resettlement (HHS/ORR) efforts to place such children under the laws of the states pursuant to section 412(d)(2)(B) of the INA, and (c) ensuring that foster care minors are admitted and moved to their resettlement locations in a manner that takes due regard of their special circumstances;

ii. The Recipient shall perform the program services specified in subsection 16.g.7.(b) through 16.g.7.(d) below on behalf of foster care minors who are assigned to it under this agreement; and

iii. The program services shall be performed by paid staff of the Recipient's operational headquarters.

#### b) Pre-arrival Services

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

- i. Provide for such foster care minors the sponsorship assurances required for their admission to the United States;
- ii. Prepare and submit on behalf of such foster care minors sponsorship assurances and other documents required for admission to the RPC for transmission to appropriate overseas processing offices of the Department of Homeland Security, the Department of State, or their designees;
- iii. After a careful review of the case (including, but not necessarily limited to, consideration of the minor's ethnicity, educational level, medical status, family relationships, reunification potential, age, and religion), and in consultation with the appropriate overseas processing post and Agency, assign the case to one of the state-authorized providers of foster care services (hereinafter referred to as an "approved provider") listed in the proposal;
- iv. Notify the approved provider that the case has been assigned to it, transmit available information (including appropriate documentation) concerning the foster care minor to the approved provider, respond to inquiries from the approved provider and other appropriate state or local social service providers concerning the foster care minor, and obtain additional information as needed from the appropriate processing post and Agency;
- v. Upon request, consult with and provide advice to the approved provider concerning problem cases, including cases that may require transfer to another core provider; prepare the necessary paperwork for cases that require transfer; and accept appropriate pre-arrival transfer cases and assign them to an approved provider;
- vi. Provide orientation on the initial reception and placement of foster care minors as needed to the staffs of approved providers; and
- vii. Assist in the preparation of documents needed to process applications for the parents of foster care minors for admission to the United States as refugees.

#### c) Post-arrival Services

The Recipient shall, with respect to foster care minors assigned to it under this agreement, after their arrival in the United States:

- i. Facilitate refugee travel to resettlement sites in the United States;
- ii. Upon request, consult with and provide advice to the approved provider concerning difficult cases;
- iii. When the Recipient deems it appropriate, provide funding for emergency needs of foster care minors that cannot be met through other social service

programs and that arise within ninety days of a minor's arrival in the United States; and

iv. Initiate preparation of the Interstate Compact Form and prepare documents that are required to transfer a foster care minor to another state, if necessary.

#### d) Case Files

The Recipient shall establish and maintain a case file on each arriving foster care minor assigned under this agreement that includes a written confirmation of sponsorship, biographic data, and other information pertinent to managing the minor's initial resettlement. The Bureau, the Inspector General of the Department of State, and any of their authorized representatives shall have the right to examine at any reasonable time the case files maintained by the Recipient. It is expected that all case files will be treated as confidential.

#### 8) Loan Services (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

### Case 1:17-cv-00050-DKW-KSC Document 309-4 Filed 07/03/17 Page 63 of 63 PageID #- 6238

### RECEPTION AND PLACEMENT PROGRAM ASSURANCE FORM

IRC			Placem	ent Code:U/ U			
International Rescue Commi	ttee						
122 East 42nd Street, 12th Fl	oor						
New York, NY 10168-1289							
Phone: 212-551-3000 Fax: 2	12-551-3180						
Date:	File No	.:	Presen	t Location:			
The following persons have	been accepted for	resettlement under o	ır auspices:				
No Name		Relat	A Number	DOB	MC	Sex	POB
Affiliate	:	Local Co-Sponsor		Relative (	(if applicable)		
INTERNATIONAL RESCU	E						
Airport of Final Destination:							
Placement Location (City, St	tate):						
Special Instructions:							
The Affiliate has an agreem services to the above name						nent	
	Sign otawa:	Signa	iture on File				
	Signature:	(Authorized A	gency Representa	tive)			

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

Page 1 of 1

# Exhibit A

#### IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF TEXAS DALLAS DIVISION

TEXAS HEALTH AND HUMAN SERVICES COMMISSION,	
Plaintiff,	Civil Action No. 2:15 ov 2951 (DCG)
v. )	Civil Action No. 3:15-cv-3851 (DCG)
UNITED STATES OF AMERICA, et al.,	
Defendants. )	

#### DECLARATION OF LAWRENCE E. BARTLETT, DIRECTOR, OFFICE OF ADMISSIONS, BUREAU OF POPULATION, REFUGEES, AND MIGRATION, UNITED STATES DEPARTMENT OF STATE

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 the Federal Defendants' opposition to plaintiff Texas Health and Human Services Commission's motion for a preliminary injunction. Specifically, I address herein (i) the U.S. Refugee Admissions Program; (ii) the screening of refugees before they are admitted to the United States (a subject addressed in more detail by the U.S. Department of Homeland Security in a separate declaration); (iii) the process by which refugees are resettled in specific localities in the United States; (iv) PRM's consultation with

state and local governments regarding the sponsorship process and the intended distribution of refugees among localities before they arrive; and (v) the humanitarian and foreign policy interests served by the U.S. refugee resettlement program generally, and by the resettlement of Syrian refugees in particular.

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 beforehand, in consultation with Congress, is justified by humanitarian concerns or is otherwise in the national interest. The President may increase the number of refugee admissions in a given year in the event of an unforeseen emergency refugee situation. The President also determines the allocation of admissions among refugees of special humanitarian concern to the United States from various nations and regions of the world. Pursuant to this authority, the President has determined that "[t]he admission of up to 85,000 refugees to the United States during Fiscal Year ('FY') 2016 is justified by humanitarian concerns or is otherwise in the national interest." White House, Presidential Determination on Refugee Admissions for Fiscal Year 2016, at https://www.whitehouse.gov/the-pressoffice/2015/09/29/presidential-determination-presidential-determination-refugee-admissions (last visited Jan. 5, 2016). The President recently announced that at least 10,000 of the refugees admitted to the United States in FY 2016 will be from Syria. 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, while protecting national security in the refugee admissions process.

#### The Refugee Screening Process

7. 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. Those prioritized for resettlement by UNHCR include individuals with protection needs, unaccompanied children, victims of torture, persons with medical needs, and others who are deemed most vulnerable. (The United States prioritizes admitting the most vulnerable Syrian refugees, particularly female-headed households, children, survivors of torture, and individuals with severe medical conditions.). When assessing whether to refer a case for resettlement to a third country, UNHCR considers whether there are potential "exclusion grounds" that would render the individual ineligible for refugee status or for resettlement under that country's standards. With respect to resettlement in the United States, UNHCR also takes into account U.S. law and security protocols, and attempts to refer refugees for resettlement to the United States who they expect will not be deemed inadmissible based on criminal, security, or public health grounds. Only the strongest candidates for resettlement are referred to the United States, less than one percent of the global refugee population. 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.

8. 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 and international organizations that contract with the Department of State. In FY 2015, non-governmental organizations (Church World Service, Hebrew Immigrant Aid Society, and International Rescue Committee) worked under cooperative agreements with PRM as RSCs at locations in Austria (covering Austria only), Kenya (covering sub-Saharan Africa), and Thailand (covering East Asia). International

organizations (the International Organization for Migration ("IOM") and the International Catholic Migration Commission) supported refugee processing activities based in Ecuador, Jordan, Russia, Nepal, and Turkey which covered Latin America, the Middle East, South and Central Asia, and Europe.

- 9. 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. One important purpose of the interview is to gather information about the refugee applicant that may not already exist in a database, which assists the Department of Homeland Security's Bureau of United States Citizenship and Immigration Services ("DHS/USCIS") in preparing for the applicant's eligibility interview. Once all biographic information is collected about the applicant, the RSC also initiates the first set of biographic security checks of each applicant, which are then exclusively conducted by U.S. Government agencies. The security screening process for refugees is discussed in a separate declaration by DHS/USCIS. See Declaration of Barbara L. Strack (Jan. 5, 2016). As explained in that declaration, the final determination of eligibility for resettlement in the United States is solely the responsibility of the Department of Homeland Security.
- 10. Refugees can be cleared to travel to the United States only in cases where all members of a group (typically a household) pass all applicable security checks. If one member

of the household fails to pass even a single check, the entire household is placed on hold.

Because of the protocols, precautions and security screening required in all refugee cases, including Syrians, it typically takes successful applicants between 18 and 24 months to complete the multiple layers of screening and successfully finish the process.

and will accept are families—particularly female-headed households—victims of torture, children, and persons with severe medical conditions. PRM has prioritized the most vulnerable of Syrian refugees for resettlement, meaning those who are the principal victims of the violence perpetrated by both the Assad regime and ISIL in Syria. Only a very small proportion of these refugees have been or will be adult males who are not accompanied by children nor joining family in the United States. Single, military-aged males constitute only two percent of the Syrian refugees admitted to date. And those adult males who are accepted will generally be especially vulnerable individuals, such as survivors of torture, LGBT individuals, or those with disabilities. Not only do these cases represent the greatest humanitarian need, they generally do not fall in the more high-risk categories most likely to pose a threat to the American people.

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

applicant is approved by DHS/USCIS, he or she undergoes medical screening to ensure that those with a contagious disease, such as tuberculosis, do not enter the United States. The RSC also obtains a "sponsorship assurance" from one of nine private non-profit organizations in the United States, known as resettlement agencies, with the proven knowledge, experience, and resources to resettle refugees in this country. Each fiscal year 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. All together, the nine domestic resettlement agencies place refugees in about 175 communities.

- 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, in cooperation with local communities, 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. PRM has also built some flexibility into the plan, allowing resettlement agencies to settle additional refugees, up to ten percent, above the proposed caps for a particular community if needed. To go more than ten percent above the plan for a particular community, the resettlement agency must seek further approval from PRM.
- 14. 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 the IOM for transportation to the United States. IOM is an inter-governmental organization, with 162 member countries (including the United States), that promotes humane and orderly migration by providing services and advice to governments and humanitarian assistance to migrants, including refugees and internally displaced people. Under a Memorandum of Understanding with PRM, IOM administers a PRM-funded program to arrange

and pay for approved refugees' commercial transport from their temporary host country to the United States, including transportation to the initial U.S. port of entry and onward to the refugees' final destination. Funding for transportation from the host country to the United States is provided to refugees by IOM in the form of a loan. Refugees are responsible for repaying these loans once they are established in the United States.

- Department of Homeland Security's Bureau of U.S. Customs and Border Protection ("CBP") conducts a final set of security checks, as is done for all travelers, before determining that a refugee can be admitted to the United States. IOM also meets the refugee at the airport, assists the refugee through immigration and other arrival procedures at the airport, and ensures the refugee is able to get to his or her connecting flight. If there is an extended layover before reaching the refugee's settlement locality, IOM provides the refugee with food, transportation, and overnight housing if needed.
- 16. Approved refugees do not travel to the United States in U.S. Government custody, nor are they placed in Government custody upon their arrival. Once admitted to and present in the United States, refugees, like all other lawfully admitted aliens, are free to travel throughout the country. Following initial resettlement many refugees do eventually travel to locations other than their pre-arranged communities of resettlement, often in order to obtain employment (something the USRAP encourages where it is helpful to refugees' achievement of self-sufficiency).
- 17. 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 304 affiliated offices in 175 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.

18. PRM provides partial funding for these 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.

#### **The Consultation Process**

19. The Refugee Act requires that PRM, as the Bureau within the Department of State responsible for the USRAP, consult at least quarterly with state and local governments and the resettlement agencies concerning the sponsorship process and intended distribution of refugees

among the states and localities before their placement in those states and localities. PRM has developed a variety of means to carry out this mandate.

- 20. First, in advance of deciding on the placement of refugees in a state for a particular fiscal year, PRM consults with State Refugee Coordinators, which in most States—including Texas—are state government employees, regarding the number of refugees that will be arriving in their state by region (*e.g.*, the Middle East or the Western Hemisphere). This process extends an opportunity for State Refugee Coordinators to provide input to PRM regarding proposed refugee placements in their respective states before final placement numbers for the coming fiscal year are approved. During this process State Refugee Coordinators can raise concerns such as the strain on state and local resources due to influxes of refugees in particular communities. The states' concerns are given full consideration before placement numbers for each state and community are finalized by the federal government. The process culminates in correspondence with each State Refugee Coordinator setting forth the approved number of individuals for resettlement in the state, by locality, for the coming fiscal year.
- 21. PRM has consulted extensively with the Texas Health and Human Services

  Commission ("Commission"), including State Refugee Coordinator Catrionia Lyons and her
  successor Patrick Randall in planning refugee resettlement. For FY 2016 in particular, PRM
  provided Mr. Randall with the FY 2016 proposals from resettlement agencies working in the
  State of Texas on June 30, 2015. See Exhibit 1 hereto. The proposal outlined the anticipated
  total number of refugees to be resettled in Texas as well as the countries of origin and destination
  cities within Texas. By letter dated July 10, 2015, the Commission provided input to PRM about
  the proposed refugee placements in Texas for FY 2016. See Exhibit 2 hereto. The response
  specifically contemplated the resettlement of Syrian refugees in Texas, including a discussion
  about where best to settle Syrian refugees in Texas. PRM and the Commission then exchanged

several emails about the refugee allocation and sponsorship program for FY 2016, see Exhibit 3 hereto, and by letter dated November 9, 2015, I informed Texas of the distribution decisions, taking Texas' input into account, see Exhibit 4 hereto.

- 22. In addition to extended consultations for fiscal year planning, PRM provides three regular reports to State Refugee Coordinators, including the Texas State Refugee Coordinator. First, PRM provides to the State Refugee Coordinators a quarterly forecasting report showing a list of all refugee cases that have received approval for resettlement but whose sponsorship has not yet been assured by one of the resettlement agencies. The report includes each group's location preference, the number in the group, their nationality, native language, ethnicity, and the sponsorship assurance status. The most recent report was provided on October 3, 2015. A template of the report showing the categories of information included in the report is attached to this declaration as Exhibit 5.
- 23. Second, PRM provides to State Refugee Coordinators a quarterly Caseload Report—a list of all cases which, in addition to being approved by DHS/USCIS, have an assured sponsorship from a resettlement agency. This report includes the resettlement agency sponsoring the group, the case status, the name of the principal applicant, and the group's nationality, ethnicity, language, size, travel status and destination city. While this report does not identify a specific travel date, most refugees will travel within a few months of having their sponsorship assured. The most recent report was released on December 5, 2015. The prior report, released on November 23, 2015, had been inadvertently delayed due to a computer system error that affected reports to all states. A template of the report showing the categories of information included in the report is attached to this declaration as Exhibit 6.
- 24. Third, PRM provides to State Refugee Coordinators a report of arrivals, which is a list of all refugees who have arrived in each state within the previous month, in part in order to

help the states plan and assess capacity for refugee resettlement services going forward. This report includes the destination city, resettlement agency, group size, each group member's name, sex, date of birth, nationality, alien number, and relationship to the principal applicant, and the group's arrival date. The most recent report was released on December 15, 2015. A template of the report showing the categories of information included in the report is attached to this declaration as Exhibit 7. These three reports are made available to State Refugee Coordinators via a password-protected website maintained by PRM.

- 25. In addition, PRM regularly engages with state and local officials as part of its training, outreach, and monitoring. For example, each year PRM hosts Admissions Workshops for resettlement agencies, RSCs, international partners, other U.S. agencies, and State Refugee Coordinators. The Texas State Refugee Coordinator attended in 2012 and 2014. The Deputy Director of PRM's Office of Admissions traveled to Austin in October 2014 to speak at a statewide refugee resettlement conference. I personally traveled to Amarillo in 2013 to meet with local officials about refugee resettlement. Representative Mac Thornberry and the Mayor of Amarillo were present at the meetings.
- 26. In February 2015, a program officer from the Office of Admissions led a team of contract monitors to Dallas. PRM was in close contact with the Texas State Refugee Coordinator in planning the trip. While there, the program officer held stakeholder meetings with several state and local officials, including the Dallas County Health Department, the Dallas Independent School District, the Dallas Police Department, and the local DHS/USCIS Community Relations Officer for the Dallas area. PRM contract monitors visited local affiliates in Austin, Texas in February 2015.
- 27. Finally, PRM's cooperative agreements with resettlement agencies require the agencies to convene and conduct quarterly consultations with relevant stakeholders, including

State Refugee Coordinators, "concerning the sponsorship process and the intended distribution of refugees in such localities before their placement in those localities." See, for example, section 16.e of PRM's cooperative agreement with the International Rescue Committee, an excerpt of which is attached to this declaration as Exhibit 8. Under the terms of each agency's cooperative agreement, local participation should include, at minimum, representation from the office of the State Refugee Coordinator; the State Refugee Health Coordinator; local governance (city and/or county, as applicable); local and/or county public health, welfare and social services officials; and the public schools.

- 28. PRM's instructions make clear that 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 also be discussed. The agencies' cooperative agreements require that concerns that might result in changes to an approved placement plan be raised with the agencies' headquarters immediately, and resolved, subject to consultation with PRM and approval of any necessary changes to approved placement plans.
- 29. 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.

30. Because the states do not play a role in the process of screening or admitting individual refugees, the consultation process does not in practice include providing state or local officials detailed demographic, medical, security, or other case information about individual refugees before they are resettled. The Refugee Act states that consultation shall only address the sponsorship process and the intended distribution of refugees among the states and their localities. So far as I am aware after more than six years of service in the Office of Admissions, it has not been the practice of PRM to provide states with such detailed case information about individual refugees before they are resettled, nor of any state to make a request, prior to this litigation, for such information. Over 240 Syrians have been resettled in Texas without objection from the State since the outbreak in 2011 of the brutal civil war in Syria.

#### The National Interest in Refugee, Including Syrian Refugee, Resettlement

31. Refugee resettlement is a proud American tradition. The USRAP reflects the United States' highest values and aspirations to compassion, generosity and world leadership. The United States in fact leads the world in providing humanitarian aid to innocent people fleeing internal and international crises, and also is the top destination for refugees recommended for third country resettlement by UNHCR, resettling nearly 70 percent of those refugees who are eventually referred for resettlement worldwide. Since 1975, Americans have welcomed over 3 million refugees from all over the world, who have built new lives, homes, and communities in towns and cities in all 50 states. Our demonstration of leadership in the resettlement of the world's most vulnerable refugees encourages other countries to do more to help refugees in protracted situations. On the occasion of World Refugee Day, June 20, 2015, President Obama

re-affirmed our Nation's commitment to assisting refugees and our leading role in providing safe haven.

- 32. This commitment comes at a time when the global community faces an almost unprecedented crisis of displacement. There are currently more refugees, asylum-seekers, and internally displaced persons—nearly 60 million—than at any time since World War II. That number includes an estimated worldwide refugee population of 19.5 million persons at the end of 2014, more than four million of whom are refugees outpouring from Syria, now located in Turkey, Lebanon, Jordan, Iraq, Europe, and beyond.
- 33. With regard to Syria in particular, the global community continues to develop an appropriate response to the humanitarian crisis stemming from that country's civil war and the threat posed by ISIL. The President has determined that the United States should demonstrate leadership in responding to the crisis. Accordingly, the United States is one of 28 countries that have agreed to accept referrals from UNHCR as part of its ambitious international effort to secure permanent or temporary resettlement for 130,000 Syrian refugees by the end of 2016. The President's announced intention to accept more Syrian refugees than we have in prior years not only serves the humanitarian interests reflected in our nation's history (and the Refugee Act), but also promotes important U.S. foreign-policy objectives.
- 34. The United States has a strong interest in achieving and maintaining stability in the Middle East region, and the willingness of countries in the region, including strong U.S. allies such as Jordan and Turkey, to provide refuge to Syrians who arrive at their borders promotes that important goal. The willingness of the United States to resettle Syrian refugees—along with other U.S.-led efforts to support the humanitarian response, such as assistance to support refugees' basic needs overseas—provides a critical springboard for the United States to play a leadership role in the international response to the crisis, and lends credibility to our

efforts to encourage other countries to support the humanitarian response. We are severely disadvantaged in our ability to encourage our overseas partners to support the humanitarian effort if a perception arises that Syrian refugees are unwelcome in the United States. Actions at home—including efforts by state governments to exclude Syrian refugees—can severely undermine our diplomatic efforts in this regard.

35. Actions by states seeking to exclude Syrian refugees also contravene the message of welcome and acceptance that the Government has sought to extend to Syrian refugees approved for resettlement in the United States. Such actions can run counter to U.S. foreign policy and national security interests in the region by appearing to substantiate the ISIL narrative, which maliciously argues that the American people are hostile to Syrians and other Muslim people. By contrast, U.S. willingness to resettle refugees can help to counter harmful rhetoric by demonstrating that the United States is committed to working toward a solution to humanitarian crises worldwide, and the Syrian crisis in particular.

I declare under penalty of perjury that the foregoing is true and correct. Executed on January 5, 2016.

Lawrence E. Bartlett

Jamene & Bartlett

## Exhibit 1

#### Casase13:4:5-0:003851kW-106Cumboutu46eInt 5:10e501f015:61.67/0F761pe 19 acqiel 6:9 oP166eID 1P476eID #: 6452

From: Jacobs, Ellen A

To: Patrick.Randall@hhsc.state.tx.us Cc: Berdinner, Kiera; Day, Barbara J

Subject: PRM R&P Abstracts - Input Needed for FY16

Date: Tuesday, June 30, 2015 8:21:17 AM

Attachments: image001.png

image002.png image003.png image004.png image005.png

FY2016 R&P NOFO - Abstract Completion Instructions.docx

FY2016 R&P NOFO Sample Abstract.doc TX-Abilene-IRC Affiliate Abstract.pdf TX-Amarillo-LIRS Affiliate Abstract.pdf TX-Amarillo-USCCB Affiliate Abstract.pdf TX-Amraillo-CWS Affiliate Abstract.docx TX-Austin-CWS Affiliate Abstract.docx TX-Austin-EMM Affiliate Abstract.pdf TX-Austin-USCCB Affiliate Abstract.pdf TX-Dallas-CWS Affiliate Abstract.docx TX-Dallas-IRC Affiliate Abstract.pdf TX-Dallas-LIRS Affiliate Abstract.pdf TX-Dallas-USCCB Affiliate Abstract.pdf TX-El Paso-USCCB Affiliate Abstract.pdf TX-Fort Worth-CWS Affiliate Abstract.docx TX-Fort Worth-LIRS Affiliate Abstract.pdf TX-Fort Worth-USCCB Affiliate Abstract.pdf TX-Fort Worth-WR Affiliate Abstract.docx TX-Houston-CWS Affiliate Abstract.docx TX-Houston-ECDC Affiliate Abstract.pdf TX-Houston-EMM Affiliate Abstract.pdf TX-Houston-LIRS Affiliate Abstract.pdf

TX-Houston-USCCB Affiliate Abstract.pdf TX-Houston-USCRI Affiliate Abstract.pdf TX-San Antonio-USCCB Affiliate Abstract.pdf

Importance:

Dear State Refugee Coordinator:

This message follows Barbara Day's note sent to you on Wednesday, May 27<sup>th</sup> regarding the opportunity to provide your input to the U.S. Department of State's fiscal year 2016 Reception and Placement Program.

Attached, you will find copy/ies of the affiliate abstract(s) for each resettlement site proposed or currently operating in your state. A blank copy of a sample abstract and the instructions provided in the full announcement are also attached. You may review the full announcement at www.grants.gov. Once at the site, select "Find Grant Opportunities," then "Browse by Agency," and finally, "Department of State." The funding number is PRM-PRMUSRAP-16-001.

Your feedback concerning proposed placement in your state is invaluable to us. We would greatly appreciate your comments on the proposed refugee placement plans for your state no later than close of business Wednesday, July 15<sup>th</sup>. Please send your responses via e-mail directly to me at JacobsEA@state.gov.

In addition, we invite you to comment on any changes in funding for services for which refugees are eligible that could impact the quality of resettlement in your state. You may reply with your response to this e-mail.

### Casase13:1:5-00003851KW-1050um1200tu466eInt 13180e50117015/11.67/077/dig@ 2197/dig@ 21

Please feel free to contact me via email or at 202-453-9254 if you have any questions or experience any difficulty in opening the attached documents. You may also contact Barbara Day, Domestic Resettlement Section Chief, at <a href="DayBJ@state.gov">DayBJ@state.gov</a> or (202) 453-9261.

Thank you for your support. We look forward to your feedback.

Kind regards,

#### **Ellen Jacobs**

Intern, Refugee Admissions • Bureau of Population, Refugees, and Migration • U.S. Department of State 2025 E Street NW, Washington, DC 20520 | phone: 202.453.9254 | fax: 202.453.9393 | email: <u>JacobsEA@state.gov</u> Stay Connected with PRM:



This email is UNCLASSIFIED.



FY2016 Notice of Funding Opportunity for Reception and Placement Program

**Funding Opportunity Number:** PRM-PRMUSRAP-16-001

**Catalog of Federal Domestic Assistance (CFDA) number:** 19.510 - U.S.

Reception and Placement Program

#### **Appendix B: Abstract Completion Instructions**

Successful applicants will be required to submit additional affiliate and sub-office contact information during the post-award process. Applicants will be required to inform the Bureau throughout the year of any address or leadership changes.

*National Agency:* The name of the national agency.

Affiliate Code: For existing affiliates and sub-offices, enter the PRM affiliate code assigned by the Refugee Processing Center.

Office State: The state in which the affiliate is located.

Office City: The city in which the affiliate is located; the same city as in the Address field below.

Office Name: The name of the office where R&P services are provided.

Office Address: The street address of the office where R&P services are provided and files maintained.

Joint Sites: If the office operates as a joint site, provide the acronym of the other R&P agency or agencies that co-manage the office. Please consult with the co-managing agency or agencies to ensure that caseload and FTE statistics are well-coordinated and not double-counted. Information on abstracts for jointly-operated affiliates must reflect only the sponsoring agency's activities; it should not represent a combination of partner agencies' information.

Sub offices/Administering Offices: The abstract should clearly indicate whether the office is an administering or sub-office and identify management relationships with administering or sub-offices. The Bureau defines a sub-office as an office, operating under management supervision of an affiliate office, that provides R&P services and stores client case files during the R&P period.

*R&P Program Affiliate Staffing:* Staff information should be expressed in full-time equivalents (FTE). A full-time equivalent is determined by adding the number of hours each person devotes to R&P activities each week and dividing by 40. Thus, if four people each devote five hours per week to R&P, the resulting FTE is 0.5. Provide information for FY2015 and FY2016.

*R&P Staff Paid by R&P (FTE):* The number of FTEs working on R&P who are paid from R&P funds (calculated according to example above).

*R&P Staff Paid by Other (FTE):* The number of FTEs working on R&P who are paid from other (normally private) funding sources. Do not include unpaid volunteers.

Refugee Client to R&P Staff Ratio: The ratio of the projected number of arrivals for FY2015 and for FY2016 to the number of FTEs working on R&P.

Caseload Statistics: Provide statistics for the number of individuals according to the following instructions. The regional categories for FY2016 are defined as: AF-Africa; EA-East Asia; ECA-Europe and Central Asia; LAC-Latin America and the Caribbean; and NE/SA-Near East/South Asia.

- FY2014 Actual Arrivals: If the affiliate was a participant in the FY2014 R&P program, provide the final number of actual arrivals to the affiliate in FY2014. The number of arrivals may not necessarily match the capacity acknowledged for FY2014.
- FY2015 Acknowledged Capacity: If the affiliate was a participant in the FY2015 R&P program, provide the capacity acknowledged by PRM as of the date this proposal is submitted.
- FY2015 Anticipated Arrivals: Provide the total number of actual arrivals projected for the entirety of the fiscal year. The number projected is not necessarily the number proposed or capacity acknowledged last year.

• FY2016 Proposed Capacity: The affiliate's proposed arrivals based on the community's ability to resettle refugees. Include SIVs in the NE/SA numbers.

FY2014 R&P Period Employment Outcome (individuals): The applicant must provide FY2014 R&P period employment outcomes (expressed as a % and fraction – employed over employable) for all employable refugees at this site.

FY2014 R&P Period Out-migration Outcome (individuals): The applicant must provide FY 2014 R&P period out-migration outcomes (expressed as a % and fraction – out-migrated over arrived) for all refugee arrivals at this site.

FY2014 R&P Period Report Outcomes (all cases): The applicant must provide FY2014 R&P period report outcomes regarding refugees at this site. First state the total number (noting both cases and individuals) of R&P period reports submitted at the time of completion of this abstract. Then for each item, state the number of reports (cases) showing outcomes that were late, incomplete, and/or non-compliant.

#### Recent/Proposed Caseload:

- *Nationalities served in FY2014 and FY2015:* List all nationalities served by the affiliate in FY2014 and FY2015.
- Proposed nationalities to be served at this location in FY2016: List any nationalities to be served by the affiliate in FY2016.
- Languages available on staff to support the proposed caseload: List languages spoken by affiliate staff. Only include those languages spoken by the proposed caseload.
- Languages available from within the community of resettlement to support the proposed caseload: List languages for which interpretation may be reasonably provided from within the community of resettlement. Only include those languages spoken by the proposed caseload.
- Other language resources used (note frequency and general circumstances of use): List other language resources (such as telephonic resources) used by the affiliate, as well as how frequently and under what circumstances these resources are used.

#### Site Rationale:

- *Number of other affiliates present:* Note the number of other affiliates located in the same metro area (i.e., affiliates which serve the same general placement area). Do not include the names of other affiliates.
- Local overall unemployment rate: Note the local overall unemployment rate for the area.
- Available jobs: List the types of jobs and/or fields where refugees most commonly found employment in FY2014 and FY2015.
- Average starting wage: Note the average starting wage or range refugees earned in FY2014 and FY2015. Note whether jobs were full-time or part-time, and whether they offered benefits.
- Average monthly rent and availability: Note the average monthly rent for 1-, 2-, and 3-bedroom housing. For each, note whether such housing is always, frequently, sometimes, or never available.
- Average wait time for newly arrived refugees to receive a health screening: Note the average number of days it takes for a refugee to receive their initial health screening after arrival. If necessary, you may include a range.

Grievance and Protection from Sexual Exploitation and Abuse (PSEA) Policy

- Indicate whether the affiliate has a grievance policy.
- Indicate whether the affiliate has incorporated the Inter-Agency Standing Committee's six core principles for PSEA into the organization's code of conduct for all staff and volunteers.

*Instructions:* Please number each response and include the question topic in **bold**. The questions below should not be repeated in your response.

1. Health Care Access and Refugees with Special Needs: Within the caseload you propose to resettle in FY2016, list any conditions that, generally speaking, you are unable to accommodate (i.e., medical conditions, case composition or

size, special need, etc). For each type of condition you list, briefly explain this location's service limitations.

- **2. Public Outreach:** Describe your FY2015 outreach activities and concrete results from these activities. Describe your outreach strategy for FY 2016 and how it will result in positive outcomes for refugees.
- **3. Financial Resources:** Enumerate in the chart below the financial contributions from all sources developed by the affiliate in FY2014 and FY2015, and proposed for FY2016 to support the R&P Program. Information on Abstracts for jointly-operated affiliates must reflect only the applicant agency's activities; it should not represent a combination of partner agencies' information. Include only those resources to be used for R&P activities. Name sources of funding from state, county, or local government. To calculate the per capita total, use actual arrivals for FY2014, acknowledged capacity for FY2015, and proposed capacity for FY2016. Note, other public funding (federal or state) may not supplant or comingle with R&P funds.

	Projected Contributions to the R&P Program						
Type of Donor	FY2014 Actual Cash	FY2014 Actual In-kind Value	FY2015 Estimated Cash	FY2015 Estimated In-kind Value	FY2016 Projected Cash	FY2016 Projected In-kind Value	
Foundations/							
Corporations							
Faith-based/							
Community-based							
Organizations							
Fees for Service							
Individuals							
Volunteer							
Hours/Miles							
State/County/Local							
Government:							
[SOURCE]							
Headquarters							
Affiliate/Sub-office							
Other:							
TOTALS							
TOTALS PER							
CAPITA							

## Casase17:15-0003851KW-106Cumbontu464nt B106501F015/1.67/07/dige 28 auf 4.08 of 168 ID 174661D #: 6459 FY2016 Affiliate/Sub-office Abstract

\*\*\*Each Abstract must be limited to 3 pages\*\*\*

National /	National Agency		Affiliate Code					
Office Sta	Office State		Office City					
Office Na	me							
Office Ad	dress							
	JOIN'	T SITE		S	SUB-OFFICE			
	e, with which agency			Sub-office				
or agencies	5?			Administering affiliate				
	R&P PR	OGRAM AFFI	LATE STAFFING	<b>3</b>				
	R&P FTE paid by R&P		ΓE paid by other uding volunteers)	Total Client/FTE Ratio				
FY2015	5							
FY2016								
				FV2014 Actual Arr	ivolo			

			FY2014 Act	ual Arrivals		
CASELOAD STATISTICS (number of individuals)		FY2015 Acknowledged Capacity				
(======================================		FY2015 Anticipated Arrivals				
PROPOSED FY2016	$\mathbf{AF}$	EA	ECA	LAC	NE/SA	Total
U.S. Tie Capacity						
No U.S. Tie Capacity						
Total Capacity						

FY2014 R&P PERIOD REPORT OUTCOMES				
R&P Period Employment % (individuals): R&P Period Out-Migration % (individuals):				
Total R&P Period Reports Submitted for FY2014 (number				
Number of reports showing soc	ial security card application as lat	e or incomplete	(cases)	
Number of reports showing e	nrollment in cash assistance as lat	e or incomplete	(cases)	
Number of reports showing <b>enro</b>	ollment in medical assistance as lat	e or incomplete	(cases)	
Number of reports showing enrolls	ment in SNAP (food stamps) as lat	e or incomplete	(cases)	
Number of reports	s showing <b>enrollment in ESL</b> as lat	e or incomplete	(cases)	
Number of reports showing enrolln	nent in employment services as lat	e or incomplete	(cases)	
Number of reports showing school	ol enrollment of minor child as lat	e or incomplete	(cases)	
Number of repo	orts showing <b>health screening</b> as lat	e or incomplete	(cases)	
Number of reports showing enrollment in o	ther services as appropriate as lat	e or incomplete	(cases)	
Number of reports sh	owing household income not exce	eding expenses	(cases)	
Number of reports showing that <b>refugee is unable to iden</b>	· ·	e and expenses assistance ends	(cases)	

#### 

REG	CENT/PROPOSED CASELOAD
Nationalities served FY2014–FY2015	
Proposed nationalities FY2016	
Languages available on staff to support the proposed caseload	Only include languages spoken by the proposed caseload.
Languages available from within the community of resettlement to support the proposed caseload	Only include languages spoken by the proposed caseload.
Other language resources used	Note whether these resources are telephonic or in-person, and include the frequency and general circumstances of use.

SITE RATIONALE					
Number of other affiliates present					
Local overall unemployment rate					
Available jobs	List types of jobs/fields where refugees most commonly found employment in FY2014 and FY2015.				
Average starting wage	Note the average starting wage or range refugees earned in FY2014 and FY2015. Note whether jobs were full-time or part-time, and whether they offered benefits.				
Average monthly rent and availability (Note whether Always, Frequently, Sometimes, or Never Available)	1-Bedroom: \$       Available:         2-Bedroom: \$       Available:         3-Bedroom: \$       Available:				
Average wait time for newly arrived refugees to receive a health screening	days				

GRIEVANCE AND PROTECTION FROM SEXUAL EXPLOITATION AND ABUSE (PSEA) POLICY					
Indicate whether you have a grievance policy.	Yes	No			
Indicate whether you have incorporated the IASC's six core principles for PSEA in your organization's code of conduct for all staff and volunteers.	Yes	No			

**<sup>\*\*</sup>Instructions:** Please number each response and include the topic in **bold**. The instructions below should not be repeated in your response.

1. **Health Care Access and Refugees with Special Needs:** Within the caseload you propose to resettle in FY2016, list any conditions that, generally speaking, you are unable to accommodate (i.e., medical conditions, case composition or size, special need, etc). For each type of condition you list, briefly explain this location's service limitations.

- 2. **Public Outreach:** Describe your FY2015 outreach activities and concrete results from these activities. Describe your outreach strategy for FY2016 and how it will result in positive outcomes for refugees.
- 3. **Financial Resources:** Enumerate in the chart below the financial contributions from all sources developed by the affiliate in FY2014 and FY2015, and proposed for FY2016 to support the R&P Program. Information on Abstracts for jointly-operated affiliates must reflect only the applicant agency's activities; it should not represent a combination of partner agencies' information. Include only those resources to be used for R&P activities. Name sources of funding from state, county, or local government. To calculate the per capita total, use actual arrivals for FY2014, acknowledged capacity for FY2015, and proposed capacity for FY2016. Note: other public funding (federal or state) may not supplant or comingle with R&P funds.

	Projected Contributions to the R&P Program						
Type of Donor	FY2014 Actual Cash	FY2014 Actual In-kind Value	FY2015 Estimated Cash	FY2015 Estimated In-kind Value	FY2016 Projected Cash	FY2016 Projected In-kind Value	
Foundations/ Corporations							
Faith-based/ Community-based Organizations							
Fees for Service							
Individuals							
Volunteer Hours/Miles							
State/County/Local Government: [SOURCE]							
Headquarters							
Affiliate/Sub-office							
Other:							
TOTALS						-	
TOTALS PER CAPITA							

# Casase17:15-0003851KW-106Cumbontu464nt B106501F015/1.67/07/dig 29 auf 4.69 of 16810 1746610 #: 6462 FY2016 Affiliate/Sub-office Abstract

\*\*\*Each Abstract must be limited to 3 pages\*\*\*

National A	National Agency		ernational Rescue mmittee, Inc.	Affiliate Code	TXIRC02
Office Sta	ite	Tex	as	Office City	Abilene
Office Na	me	The	IRC in Abilene		
Office Address 3303 North Third Street Suite D, Abilene Texas 79603				3	
JOINT SITE				SUB-OFFICE	
If joint site	If joint site, with which agency			Sub-office	The IRC in Abilene
or agencies	3?	N/A	<u>.</u>	Administering affiliate	The IRC in Dallas
R&P PRO	GRAM AFFILATE	STAF	FING	•	
	R&P FTE paid by R&P		R&P FTE paid by other (not including volunteers)	Total Client/FTE Ratio	
FY2015	4.25		0	71	
FY2016	3.45		0	72	

CASELOAD STATISTICS (number of individuals)		FY2014 Actual Arrivals				279	
		FY2015 Acknowledged Capacity				200	
		FY2015 Anticipated Arrivals				300	
PROPOSED FY2016	AF		EA	ECA	LAC	NE/SA	Total
U.S. Tie Capacity	15		100	0	25	50	190
No U.S. Tie Capacity 60			0	0	0	0	60
Total Capacity	75		100	0	25	50	250

FY2014 R&P PERIOD REPORT OUTCOMES							
R&P Period Employment % (individuals):	61.59%	R&P Period Out-Migration %	(individuals):	3.23%			
Total R&P Period Reports Submitted for FY2014 (number of cases/number of individuals): 123/279							
Number of repor	ts showing <b>social s</b>	ecurity card application as lat	e or incomplete	0			
Number of rep	oorts showing <b>enro</b> l	llment in cash assistance as lat	e or incomplete	0			
Number of reports	s showing enrollmo	ent in medical assistance as lat	e or incomplete	0			
Number of reports showing enrollment in SNAP (food stamps) as late or incomplete							
Number of reports showing <b>enrollment in ESL</b> as late or incomplete							
Number of reports showing <b>enrollment in employment services</b> as late or incomplete							
Number of reports showing school enrollment of minor child as late or incomplete							
Number of reports showing <b>health screening</b> as late or incomplete							
Number of reports showing e	nrollment in other	services as appropriate as lat	e or incomplete	0			
Number of reports showing household income not exceeding expenses							
Number of reports showing that <b>refugee is</b>	unable to identify		e and expenses assistance ends	0			

RECENT/PROPOSED CASELOAD					
Nationalities served FY2014-	Afghanistan, Bhutan, Burma, Burundi, Congo, Cuba, Dem. Rep.				
FY2015	Congo, Iraq, Rwanda, Togo				
Proposed nationalities FY2016	Afghanistan, Bhutan, Burma, Burundi, Congo, Cuba, Congo DR, Iraq,				
Froposed nationalities 1 1 2010	Rwanda				
Languages available on staff to	Arabic, Burmese, Falam, French, Hakah Chin, Hindi, Kikongo,				
support the proposed caseload	Kinyamulenge, Kinyarwanda, Kirundi, Kiswahili, Lingala, Nepali,				
support the proposed caseroad	Spanish, Swahili				
Languages available from within	Arabic, Burmese, Falam, French, Hakah, Chin, Hindi, Kikongo,				
the community of resettlement to	Kinyamulenge, Kinyarwanda, Kirundi, Kiswahili, Lingala, Nepali,				
support the proposed caseload	Spanish, Swahili				
Other language resources used	The office has access to Certified Languages International language				
Other language resources used	line, but this resource was not utilized in FY2014 or FY2015.				

SITE RATIONALE							
Number of other affiliates present	0						
Local overall unemployment rate	3.7%						
Available jobs	Manufacturing, housekeeping & janitorial services, food service direct service staff in the medical field, landscaping, retail.						
Average starting wage	\$8.11 for full-time positions; 95% full-time; 60% of full-time positions offered benefits.						
Average monthly rent and availability (Note whether Always, Frequently, Sometimes, or Never Available)	1-Bedroom: \$ 510 Available: Frequently 2-Bedroom: \$ 600 Available: Always 3-Bedroom: \$ 830 Available: Always						
Average wait time for newly arrived refugees to receive a health screening	14-21 days						

GRIEVANCE AND PROTECTION FROM SEXUAL EXPLOITATION AND AB	USE (PSEA) POLICY
Indicate whether you have a grievance policy.	Yes
Indicate whether you have incorporated the IASC's six core principles for PSEA in your organization's code of conduct for all staff and volunteers.	Yes

1. Health Care Access and Refugees with Special Needs: The IRC in Abilene is capable of serving a wide variety of cases, including adults with complex medical needs, clients with basic mental health needs, large families, single-headed households, single cases, clients with disabilities, and elderly clients. The office has limited capacity, however, to serve LGBTI clients, clients with complex mental health issues, or minor clients with complex medical needs. Although the IRC office is clearly marked as a welcoming, LGBTI-friendly establishment, and IRC staff receive extensive training on the issue, there are very few resources in Abilene for LGBTI individuals. Access to pediatric medical services is also limited, despite office coordination with medical providers and partner organizations. Children with complex medical

needs, such as cardiac issues, must travel 150-200 miles to receive services in Fort Worth/Dallas, Texas, causing financial and emotional pressure on refugee families. Finally, most local mental health service providers do not accept federal insurance or offer interpretation services. The IRC in Abilene is able to refer clients with basic mental health concerns to the Betty Hardwick Center for Mental Health and Retardation and is actively seeking to increase its capacity to provide culturally and linguistically appropriate services to clients with mental health needs. The IRC in Abilene serves clients with special needs through its Intensive Case Management program and maintains strong relationships with local medical providers and social service organizations to further assist clients with special needs.

2. Public Outreach: The IRC in Abilene provides regular community outreach presentations to various community groups, faith based groups, and colleges. This has led to an increase in the number of volunteers and family mentors. As a direct result, the Abilene office implemented a volunteer-led ESL training program which has served approximately 50 clients thus far in FY2015. IRC attends community networking events, such as those hosted by the Basic Needs Network and the Abilene Chamber of Commerce. The IRC in Abilene has established relationships to offer clients a robust cultural orientation series with guest speakers on topics of health, domestic violence, home ownership, nutrition, and youth services. These relationships have also been utilized to offer IRC clients services including specialized school orientations, reading programs, interview clinics and employment opportunities. Additionally, the IRC actively outreaches to the Midland Community. The IRC hosted a three-day training for Midland service providers, community members and employers. The IRC attends the Midland Agency Cross Check meeting, a monthly gathering of local social service providers. In FY2016, the IRC in Abilene plans to expand its networking with government agencies, school districts, faith and community based groups, and the business and nonprofit communities. Through this outreach, IRC will continue to increase client access to community services and assist refugees in the integration process.

Projected Contributions to the R&P Program								
Type of Donor	FY2014 Actual Cash	FY2014 Actual In-kind Value	FY2015 Estimated Cash	FY2015 Estimated In-kind Value	FY2016 Projected Cash	FY2016 Projected In-kind Value		
Foundations/								
Corporations								
Faith-based/ Community-based Organizations		\$12,000		\$15,000		\$18,000		
Fees for Service								
Individuals		\$6,000		\$9,000		\$12,000		
Volunteer Hours/Miles		\$22,500		\$52,000		\$65,000		
State/County/Local Gov.								
Headquarters								
Affiliate/Sub-office								
Other:								
TOTALS	<b>\$0</b>	\$40,500	<b>\$0</b>	\$76,000	\$0	\$95,000		
TOTALS PER CAPITA	\$0	\$145	<b>\$0</b>	\$380	\$0	\$380		

## Casase137:165-00003851kW-1080um1200tu410e1nt 15120e150117015/11.67/0177/dig 7 312 aug e1.62 op 216381D 112483201D #: 6465

National A	Agency	Lutheran Immigration and Refugee Service		Affiliate Code	TXLIRS08		
Office Sta	te	Texas		Office City	Amarillo		
Office Na	me	Refugee Services of	Texas, I	nc. (RST)			
Office Ad	dress	1731 S Avondale St	Avondale Street, Amarillo TX 79106				
	JOIN	SITE			UB-OFFICE		
	, with which agency	CWS		Sub-office	N/A		
or agencies	?			Administering affiliate	Dallas, TX		
	R&P PR	OGRAM AFFILATE S	TAFFING				
	R&P FTE paid by R	R&P FTE paid by other (not including volunteers)		Total Client/FTE Ratio			
FY2015	1.53	0.0		70:1			
FY2016	1.53 0.0			70:1			

			130			
CASELOAD STATISTICS (number of individuals)		FY2015	107			
()		FY20	107			
PROPOSED FY2016	AF	EA	ECA	LAC	NE/SA	Total
U.S. Tie Capacity	15	75	0	0	17	107
No U.S. Tie Capacity	0	0	0	0	0	0
Total Capacity	15	75	0	0	17	107

FY2014 R&P PERIOD REPORT OUTCOMES							
R&P Period Employment % (individuals):	33%	R&P Period Out-Migration %	6 (individuals):	7%			
Total R&P Period Reports Submitted for FY	57 cases/13	30 individuals					
Number of repor	ts showing <b>social</b> s	security card application as lat	te or incomplete	0 cases			
Number of rep	orts showing enro	llment in cash assistance as lat	te or incomplete	0 cases			
Number of reports	s showing enrollmo	ent in medical assistance as lat	te or incomplete	0 cases			
Number of reports s	0 cases						
Nu	0 cases						
Number of reports sl	0 cases						
Number of reports	0 cases						
1	Number of reports s	showing <b>health screening</b> as lat	te or incomplete	0 cases			
Number of reports showing e	nrollment in other	r services as appropriate as lat	te or incomplete	0 cases			
Numb	er of reports showi	ng household income not exce	eding expenses	0 cases			
Number of reports showing that <b>refugee is</b>	Number of reports showing that <b>refugee is unable to identify source(s) of household income and expenses</b> after R&P assistance ends						

REC	ENT	PROPOSED CASELOAD					
Nationalities served FY2014-		mese (Karen, Karenni, Chin), Iranian, Somali, Iraqi,					
FY2015	Cub	uban, Burundian, Congolese					
Proposed nationalities FY2016		mese (Karen, Karenni, Chin), Iranian, S	Somali, Iraqi,				
		an, Burundian, Congolese					
Languages available on staff to		oic, Burmese, Karen, Chin, Farsi, Lai,	•				
support the proposed caseload	Mala	ay, Somali, Spanish, Tedim, French, K	irundi, Lingala				
Languages available from within	Kare	enni, Tigrinya, Tegreh, Blein, Hakha C	Chin,				
the community of resettlement to support the proposed caseload		yarwanda, Kirundi	,				
Other language resources used		arillo Interpreting Services (telephonic					
Other language resources used	used	1 1 - 2 times per year when staff is not a	vailable.				
	Sl	ITE RATIONALE					
Number of other affiliates present		1					
Local overall unemployment rate		3.2%					
Available jobs		Food processing (meat packing), construction, retail, hospitality and food service					
		FY2014: \$11.59					
Average starting wage		FY2014: \$11.59 FY2015: \$12.50, FT 95%, PT 5%					
Average starting wage		95% receive health benefits at 90 days					
A young as monthly ment and available	1:4	·					
Average monthly rent and availabit (Note whether Always, Frequently,		1-Bedroom: \$475 Available: A 2-Bedroom: \$600 Available: A					
Sometimes, or Never Available)	,	3-Bedroom: \$750 Available: A					
,		71 Junia 10 . 11	arrays				
Average wait time for newly arrive		15 to 30 days					
refugees to receive a health screen							
GRI	GRIEVANCE AND PSEA POLICY						
Indicate whether you have a grieva	ance p	policy.	X YesNo				
Indicate whether you have incorpo PSEA in your organization's code		1 1	<u>X</u> YesNo				

- 1. **Health Care Access and Refugees with Special Needs:** RST Amarillo cannot accommodate the following special medical needs: severe developmental and physical disabilities (unless accompanied by or reunited with a primary caregiver), pediatric cardiology, significant hearing or visual impairment, and severe mental health issues. RST Amarillo is not able to provide home health care while a client is awaiting Medicaid eligibility, and hearing and visually impaired public infrastructure and services are not readily accessible in Amarillo.
- 2. **Public Outreach:** The public outreach strategy for FY 2015 and FY 2016 consists primarily of presentations, conferences, and special events, including participation in the Moore County Refugee Conference, attended by 120 individuals in 2015, and the RST Amarillo World Refugee Day event. World Refugee Day corporate sponsors include Tyson, Amarillo National Bank, United Supermarkets, and Sam's Club, for a total contribution of approximately \$10,000. As a result of outreach in FY 2015, RST Amarillo forged relationships with three large churches resulting in free

bus transportation for refugee ESL students, 30 volunteers, and 15 refugee parent workshops organized by volunteers which provided an orientation to the U.S. school system. RST Amarillo will also benefit from five co-sponsorships or welcoming teams during FY 2015. RST Amarillo reached out to local apartment communities and High Plains Food Bank to expand the refugee garden program and consequently added two additional community gardens. FY 2016 outreach strategies include continued support of the local advisory committee which is composed of key area social service providers. The area director will continue to build relationships with Amarillo Undivided, a consortium of faith based and social services providers committed to combatting discrimination against low income and/or immigrant families.

**3. Financial Resources:** In FY 2014 and FY 2015 RST Amarillo received cash and in-kind donations from faith based organizations, individuals, corporations, and local businesses. RST allocates resources to assist with R&P operations and direct assistance to clients such as food, clothing, and household items. FY 2016 fundraising strategies include the addition of two AmeriCorps VISTA members and an administration level development director. VISTA members will be charged with focusing exclusively on resource development and marketing activities. Resources developed will be allocated towards enhancing the operational capacity of the R&P program. FY 2016 anticipated sources of funding, reflected in the chart for LIRS cases only, are individual donors, corporations, and faith based organizations.

Projected Contributions to the R&P Program									
Type of Donor	FY2014 Actual Cash	FY2014 Actual In-kind Value	FY2015 Estimated Cash	FY2015 Estimated In-kind Value	FY2016 Projected Cash	FY2016 Projected In-kind Value			
Foundations/ Corporations	\$4,800	\$1,700	\$5,000	\$2,000	\$2,000	\$2,000			
Faith-based/ Community-based Organizations	\$6,500	\$10,000	\$3,800	\$8,000	\$4,000	\$8,000			
Fees for Service	\$0	\$0	\$0	\$0	\$0	\$0			
Individuals	\$2,800	\$3,500	\$3,500	\$5,500	\$6,000	\$6,000			
Volunteer Hours/Miles	\$0	\$15,000	\$0	\$10,000	\$0	\$12,000			
State/County/Local Government	\$0	\$0	\$0	\$0	\$0	\$0			
Headquarters	\$0	\$0	\$0	\$0	\$0	\$0			
Affiliate/Sub-office	\$0	\$0	\$0	\$0	\$0	\$0			
Other	\$0	\$0	\$0	\$0	\$0	\$0			
TOTALS	\$14,100	\$30,200	\$12,300	\$25,500	\$12,000	\$28,000			
TOTALS PER CAPITA	\$108	\$232	\$115	\$238	\$112	\$262			

## Casase137:165-00003851kW-1080um1200tu410e1nt 15120e150117015/11.67/0177/dig 7 315 auf e1.68 op 1163610 1124002010 #: 6468

National A	Agency	USCCB		Affiliate Code	TXUSCC01
Office Sta	te	Tex	as	Office City	Amarillo
Office Na	me	Catl	holic Charities of the Texas	s Panhandle	
Office Ad	dress	200	S. Tyler Street, Amarillo,	TX 79105	
	JOIN	T SIT	TE .	SUB-OFFICE	
	If joint site, with which agency		N/A	Sub-office	N/A
or agencies	?		14/11	Administering affiliate	N/A
	R&P PR	OGR.	AM AFFILATE STAFFING	$\mathbf{G}$	
	R&P FTE paid by R&P		R&P FTE paid by other (not including volunteers)	Total Client/FTE Ratio	
FY2015	2.28		0	70/1	
FY2016	2.28	·	.2	65/1	

CASELOAD STATISTICS (number of individuals)			166			
		FY2015	160			
()		FY20	160			
PROPOSED FY2016	AF	EA	ECA	LAC	NE/SA	Total
U.S. Tie Capacity	25	110	0	0	25	160
No U.S. Tie Capacity	0	0	0	0	0	0
Total Capacity	25	110	0	0	25	160

FY2014 R&P PERIOD REPORT OUTCOMES				
R&P Period Employment % (individuals):	25.88%	25.88% R&P Period Out-Migration % (individuals):		
Total R&P Period Reports Submitted for FY	72014 (number of c	cases/number of individuals):	67	7/166
Number of repor	ts showing <b>social</b> s	security card application as lat	te or incomplete	0
Number of rep	oorts showing <b>enro</b>	llment in cash assistance as lat	te or incomplete	0
Number of reports showing <b>enrollment in medical assistance</b> as late or incomplete			0	
Number of reports showing enrollment in SNAP (food stamps) as late or incomplete			0	
Number of reports showing enrollment in ESL as late or incomplete			0	
Number of reports showing <b>enrollment in employment services</b> as late or incomplete				0
Number of reports showing school enrollment of minor child as late or incomplete				0
Number of reports showing <b>health screening</b> as late or incomplete			0	
Number of reports showing enrollment in other services as appropriate as late or incomplete			0	
Number of reports showing household income not exceeding expenses			0	
Number of reports showing that <b>refugee is unable to identify source(s) of household income and expenses</b> after R&P assistance ends			0	

RECENT/PROPOSED CASELOAD				
Nationalities served FY2014–FY2015	Somalis, Burmese, Iraqis, Rwandans, Congolese Afghanis, and			
Tuttonanties served 112011 112015	Eritreans.			
Proposed nationalities FY2016	Somalis, Burmese, Iraqis, Rwandans, Congolese Afghanis, and			
1 Toposed nationalities 1 1 2010	Eritreans.			
Languages available on staff to	Burmese (Chin, Karen, Burmese), Arabic, Persian, Somali,			
support the proposed caseload	Swahili, Kirundi, French, Spanish, and English			
Languages available from within the	Dari, Farsi, Vietnamese, Lao, Amharic, Tigrinya, Polish, German,			
community of resettlement to support	Turkey, Chinese and different dialects of Burmese language.			
the proposed caseload	Turkey, enimese and different dialects of Burmese language.			
Other language resources used	Utilizing Amarillo Interpreting Service within Catholic Charities of the Texas Panhandle			

SITE RATIONALE				
Number of other affiliates present	One			
Local overall unemployment rate	3.0%			
Available jobs	Tyson Meat Processing, Swift Meat Processing, Cargill Meat Plant, Wal-Mart, Construction companies, local hospitals. Airports, hotels, schools, cheese factory, affialted foods, Truck driving, interpreting, uniform companies, and dry-cleaning.			
Average starting wage	The meat plants, hospitals, truck driving, uniform companies, schools have offered benefits. The average starting wage is between \$8.00 and \$14.00. The majority of jobs are full-time.			
Average monthly rent and availability (Note whether Always, Frequently, Sometimes, or Never Available)	1-Bedroom: \$500.00 Available: Always 2-Bedroom: \$600.00-700.00 Available: Always 3-Bedroom: \$700.00-900.00 Available: Always			
Average wait time for newly arrived refugees to receive a health screening	14 days			

GRIEVANCE AND PROTECTION FROM SEXUAL EXPLOITATION AND ABUSE (PSEA) POLICY					
Indicate whether you have a grievance policy.	X_ Yes	No			
Indicate whether you have incorporated the IASC's six core principles for PSEA in your organization's code of conduct for all staff and volunteers.	X_ Yes	No			

1. **Health Care Access and Refugees with Special Needs:** The main health care providers clients use are Texas Tech Clinic, Northwest TX Hospital and Baptist Saint Anthony's Health care system. Texas Tech clinic has many specialists and internally handles any referrals. Some surgical needs, especially pediatric, require referral to Dallas (6-hours drive) or Lubbock (2-hours drive). The Regence Health Network has a program for low-income families without Medicaid. Some local doctors speak Arabic. Medicaid-covered dental services are limited. Special needs such as severe burns require referral to Lubbock. Usually, these out-of town referrals occur not because the specialist does not exist in Amarillo, but

because many in-town specialists do not accept Medicaid. Mental health issues are referred to TX Panhandle Centers for Counseling. For Rehabilitation services, we refer to TX Dept. of Assistive and Rehabilitation Services where a counselor helps with vocational needs for individuals with disabilities. Resettlement staff at CCTXP stay in close communication with the city of Amarillo Public Health Department to discuss current refugee medical issues.

- 2. Public Outreach: Amarillo's Refugee Advisory Committee (RAC) meets at the Amarillo Health Department once a quarter. RAC members include: the two resettlement agencies, local Church leaders, ESL providers, the Apartment Association, community providers, business owners, Amarillo Independent School District, and the City of Amarillo. In these meetings we discuss capacity, challenges/problems, and how to build community support and increase our non-government funding. CCTXP staff also participates in community health fairs and job fairs. CCTXP staff work closely with community providers who serve refugee clients, as well as the local school system, churches, medical facilities and police department. CCTXP participates in consultations with the State Refugee Coordinator and the State Refugee Health Coordinator. These meetings are held either in Austin or the State Refugee Coordinator visits Amarillo area to meet with community leaders and refugee service providers. CCTXP also participates in community events such as Chin national day, Karenni Kay Boe festivals. We will continue these efforts in 2016.
- 3. **Financial Resources:** Local churches provide occasional cash contributions and in-kind donations, including food drives and non-food donations. Individual members of the community donate furniture, children's clothes, and household items. Volunteers provide help in using their own vehicles and time to set up apartments.

Product of the Popularies.						
Projected Contributions to the R&P Program						
Type of Donor	FY2014 Actual Cash	FY2014 Actual In-kind Value	FY2015 Estimated Cash	FY2015 Estimated In-kind Value	FY2016 Projected Cash	FY2016 Projected In-kind Value
Foundations/ Corporations	\$0	\$6,000	\$0	\$0	\$0	\$0
Faith-based/ Community-based Organizations	\$0	\$12,000	\$0	\$0	\$0	\$0
Fees for Service	\$0	\$0	\$0	\$0	\$0	\$0
Individuals	\$0	\$35,000	\$0	\$44,129	\$0	\$44,129
Volunteer Hours/Miles	\$0	\$15,000	\$0	\$0	\$0	\$0
State/County/Local Government: [SOURCE]	\$0	\$0	\$0	\$0	\$0	\$0
Headquarters	\$0	\$0	\$0	\$0	\$0	\$0
Affiliate/Sub-office	\$0	\$0	\$0	\$0	\$0	\$0
Other:	\$0	\$0	\$0	\$0	\$0	\$0
TOTALS	\$0	\$68,000	\$0	\$44,129	\$0	\$44,129
TOTALS PER CAPITA	\$0	\$409.64	\$0	\$275.81	\$0	\$275.81

## Casase137:165-00003851kW-1080um1200tu410e1nt 15120e150117015/11.67/097alige 313 aug e1.68 of 216131 1124095 ID #: 6471

National A	Agency	Church World Service	Affiliate Code	TXCWS 05	
Office Sta	te	Texas	Office City	Amarillo	
Office Na	me	Refugee Services of Texas, Inc	Refugee Services of Texas, Inc. (RST-Amarillo)		
Office Ad	dress	1731 S. Avondale, Amarillo, 7	TX 79106		
	JOIN	T SITE	SUB-OFFICE		
	, with which agency	LIRS	Sub-office	N/A	
or agencies	3?	LIKS	Administering affiliate	Dallas, TX	
	R&P PR	OGRAM AFFILATE STAFFIN	G		
	R&P FTE paid by R	R&P FTE paid by other (not including volunteers)	Total Client/FTE Ratio		
FY2015	2.59	0	61/1		
FY2016	2.59	0	68/1		

CASELOAD STATISTICS (number of individuals)			148				
		FY2015	175				
(======================================		FY2015 Anticipated Arrivals				157	
PROPOSED FY2016	AF	EA	ECA	LAC	NE/SA	Total	
U.S. Tie Capacity	30	130	0	0	15	175	
No U.S. Tie Capacity	0	0	0	0	0	0	
Total Capacity	30	130	0	0	15	175	

FY2014 R&P PERIOD REPORT OUTCOMES				
R&P Period Employment % (individuals):	nployment % (individuals): 23.9% (22/92) R&P Period Out-Migration % (individuals):			
Total R&P Period Reports Submitted for FY	72014 (number of c	cases/number of individuals):	68	3/148
Number of repor	ts showing <b>social</b> s	security card application as lat	e or incomplete	0
Number of rep	oorts showing enro	llment in cash assistance as lat	e or incomplete	0
Number of reports	s showing enrollm	ent in medical assistance as lat	e or incomplete	0
Number of reports showing enrollment in SNAP (food stamps) as late or incomplete			0	
Number of reports showing enrollment in ESL as late or incomplete			1	
Number of reports showing enrollment in employment services as late or incomplete				1
Number of reports showing school enrollment of minor child as late or incomplete				0
Number of reports showing <b>health screening</b> as late or incomplete			1	
Number of reports showing enrollment in other services as appropriate as late or incomplete			0	
Number of reports showing household income not exceeding expenses			3	
Number of reports showing that <b>refugee is unable to identify source(s) of household income and expenses</b> after R&P assistance ends			_	3

REG	RECENT/PROPOSED CASELOAD				
Nationalities served FY2014–FY2015	Burma, Cuba, DR Congo, Eritrea, Iran, Iraq, Rwanda, Somalia, Sudan.				
Proposed nationalities FY2016	Burma, Cuba, DR Congo, Eritrea, Iran, Iraq, Rwanda, Somalia, Sudan.				
Languages available on staff to support the proposed caseload	Arabic, Burmese, Chin, Farsi, Karen, Lai, Maay Maay, Malay, Somali, Spanish, Tedim, Thai, Zomi. via RST network: French, Lingala, Swahili.				
Languages available from within the community of resettlement to support the proposed caseload	Amharic, Kinyarwanda, Kirundi, Tigrinya.				
Other language resources used	Amarillo Interpretation Services/Catholic Charities (1-2 times per year); contract interpreters (1 time per quarter).				

SITE RATIONALE				
Number of other affiliates present	2			
Local overall unemployment rate	3.0%, March 2015, Bureau of Labor Statistics			
Available jobs	Listed in order of frequency of job placement, from most frequent to least frequent: Food processing (meat packing), construction, retail, hospitality, food service. Major employer partners include: Tyson, JBS Swift, Rocla Construction, Wal-mart, Leading Edge.			
Average starting wage	The average starting wage in FY 2014 and FY 2015 was \$12.50 per hour. 95% were employed in full-time jobs; 5% were employed part-time. 95% were offered benefits by their employers.			
Average monthly rent and availability (Note whether Always, Frequently, Sometimes, or Never Available)	1-Bedroom: \$475 Available: Always 2-Bedroom: \$600 Available: Always 3-Bedroom: \$750 Available: Always			
Average wait time for newly arrived refugees to receive a health screening	22 days			

GRIEVANCE AND PROTECTION FROM SEXUAL EXPLOITATION AND	ABUSE (PSE	A) POLICY
Indicate whether you have a grievance policy.	⊠ Yes	☐ No
Indicate whether you have incorporated the IASC's six core principles for PSEA in your organization's code of conduct for all staff and volunteers.	⊠ Yes	☐ No

- 1. **Health Care Access and Refugees with Special Needs:** RST-Amarillo cannot resettle severe developmental and physical disability cases. RST-Amarillo continues community outreach to support community resources and capacity for these special needs.
- 2. **Public Outreach:** RST-Amarillo is an active convener of consultations with service providers, community leaders and government officials. In FY 2015, RST-Amarillo staff conducted in-

person meetings with the following government officials: the state refugee coordinator, the state refugee health coordinator, a U.S. Congressional representative, a Texas senator, a Texas state representative, the local chief of police, mayor and city manager. RST-Amarillo's public outreach strategy for FY 2015 and FY 2016 focuses on presentations, conferences, and special events, including the Moore County Refugee Conference, attended by 120 individuals in 2015, and the RST-Amarillo World Refugee Day (WRD) event. These community awareness events achieve outcomes in increasing welcome benefitting arriving refugees. WRD sponsors include: Tyson, Amarillo National Bank, United Supermarkets, and Sam's Club for a contribution of approximately \$10,000. In FY 2015 RST-Amarillo forged relationships with 3 large churches resulting in free bus transportation for ESL students, 30 volunteers, and 15 parent workshops. RST-Amarillo will also benefit from 5 welcoming teams during FY 2015. RST-Amarillo reached out to local apartment communities and High Plains Food Bank to expand the refugee garden program, adding 2 additional community gardens. FY 2016 outreach strategies include continued participation in outreach with local service providers. The area director will continue to build relationships with Amarillo Undivided, a consortium of faith-based and social services providers committed to combating discrimination against low-income and/or immigrant families.

Projected Contributions to the R&P Program								
Type of Donor	FY2014 Actual Cash	FY2014 Actual In-kind Value	FY2015 Estimated Cash	FY2015 Estimated In-kind Value	FY2016 Projected Cash	FY2016 Projected In-kind Value		
Foundations/ Corporations	\$3,000	\$0	\$5,000	\$0	\$5,000	\$0		
Faith-based/ Community-based Organizations	\$9,000	\$20,000	\$9,000	\$21,000	\$10,000	\$24,000		
Fees for Service	\$0	\$0	\$0	\$0	\$0	\$0		
Individuals	\$0	\$0	\$1,000	\$1,000	\$2,000	\$2,000		
Volunteer Hours/Miles	\$0	\$10,000	\$0	\$11,000	\$0	\$12,000		
State/County/Local Government	\$0	\$0	\$0	\$0	\$0	\$0		
Headquarters	\$2,960	\$0	\$3,140	\$0	\$3,500	\$0		
Affiliate/Sub-office	\$0	\$0	\$0	\$0	\$0	\$0		
Other	\$0	\$0	\$0	\$0	\$0	\$0		
TOTALS	\$14,960	\$30,000	\$18,140	\$33,000	\$20,500	38,000		
TOTALS PER CAPITA	\$101	\$203	\$104	\$189	\$117	\$217		

## Casase137:165-00003851kW-1080um1200tu410e1nt 15120e150117015/11.67/0177/digit 412:2016.0 op 21:58 op 2

National A	Agency	Church World Service		Affiliate Code	TXCWS 03
Office Sta	te	Tex	as	Office City	Austin
Office Na	me	Ref	ugee Services of Texas, Inc	c. (RST-Austin)	
Office Ad	dress	500	E. St. Johns Ave, Suite 1.2	280, Austin, TX 78752	
	JOIN	T SIT	TE .	S	SUB-OFFICE
If joint site,	, with which agency	EMM		Sub-office	N/A
or agencies	?		LIVIIVI	Administering affiliate	Dallas, TX
	R&P PR	OGR	AM AFFILATE STAFFING	G	
	R&P FTE paid by R&P		R&P FTE paid by other (not including volunteers)	Total Client/FTE Ratio	
FY2015	3.75		0	69/1	
FY2016	3.75		0	69/1	

			279			
CASELOAD STATISTICS (number of individuals)		FY2015	260			
(======================================		FY2015 Anticipated Arrivals			260	
PROPOSED FY2016	AF	EA	ECA	LAC	NE/SA	Total
U.S. Tie Capacity	20	25	0	10	155	210
No U.S. Tie Capacity		5	0	15	15	50
Total Capacity	35	30	0	25	170	260

FY2014 R&P PERIOD REPORT OUTCOMES						
R&P Period Employment % (individuals):	36.5% (65/178)	R&P Period Out-Migration %	(individuals):	2.9% (8/279)		
Total R&P Period Reports Submitted for FY	72014 (number of c	rases/number of individuals):	11	6/279		
Number of repor	ts showing <b>social s</b>	ecurity card application as lat	te or incomplete	3		
Number of rep	oorts showing <b>enro</b>	llment in cash assistance as lat	te or incomplete	2		
Number of reports	s showing <b>enrollm</b>	ent in medical assistance as lat	te or incomplete	2		
Number of reports showing <b>enrollment in SNAP</b> ( <b>food stamps</b> ) as late or incomplete						
Number of reports showing <b>enrollment in ESL</b> as late or incomplete						
Number of reports sl	nowing enrollment	in employment services as lat	te or incomplete	3		
Number of reports showing school enrollment of minor child as late or incomplete						
1	Number of reports s	howing <b>health screening</b> as lat	te or incomplete	3		
Number of reports showing e	0					
Numb	7					
Number of reports showing that <b>refugee is unable to identify source(s) of household income and expenses</b> after R&P assistance ends				7		

RE	CENT/PROPOSED CASELOAD
Nationalities served FY2014–FY2015	Afghanistan, Bhutan, Burma, Cuba, DR Congo, Eritrea, Iran, Iraq, Rwanda, Somalia, Sudan.
Proposed nationalities FY2016	Afghanistan, Bhutan, Burma, Cuba, DR Congo, El Salvador, Eritrea, Ethiopia, Guatemala, Honduras, Iran, Iraq, Rwanda, Somalia, Sudan, Syria.
Languages available on staff to support the proposed caseload	Arabic, Burmese, Chin, French, Hindi, Karen, Kurdish, Maithili, Nepali, Spanish. via RST network: Farsi, Somali, Swahili
Languages available from within the community of resettlement to support the proposed caseload	Amharic, Dari, Farsi, Karenni, Lingala, Pashto, Somali, Swahili, Tigrinya.
Other language resources used	Translation Interpretation Network (used 1-3 times annually), Multicultural Refugee Coalition (frequently).

	SITE RATIONALE								
Number of other affiliates present	2								
Local overall unemployment rate	3.3%, March 2015, Bureau of Labor Statistics								
Available jobs	Listed in order of frequency of job placement, from most frequent to least frequent: hospitality, food service, food production, manufacturing, warehouses, retail, security, construction. Major employer partners include: Hyatt Regency, Applied Materials.								
Average starting wage	The average starting wage in FY 2014 and FY 2015 was \$9.30 per hour. 90% were employed in full-time jobs; 10% were employed part-time. 70% were offered benefits by their employers.								
Average monthly rent and availability (Note whether Always, Frequently, Sometimes, or Never Available)	1-Bedroom: \$750 Available: Always 2-Bedroom: \$900 Available: Always 3-Bedroom: \$1000 Available: Always								
Average wait time for newly arrived refugees to receive a health screening	30 days								

GRIEVANCE AND PROTECTION FROM SEXUAL EXPLOITATION AND ABUSE (PSEA) POLICY							
Indicate whether you have a grievance policy.	⊠ Yes	☐ No					
Indicate whether you have incorporated the IASC's six core principles for PSEA in your organization's code of conduct for all staff and volunteers.	⊠ Yes	☐ No					

- 1. **Health Care Access and Refugees with Special Needs:** RST-Austin can accommodate all cases including any medical conditions, case compositions or sizes and special needs.
- 2. **Public Outreach:** RST-Austin participates actively in consultations with the state refugee coordinator as well as local refugee roundtables, which meet periodically with local service providers to discuss pressing resettlement-related issues. Outcomes of RST-Austin's FY 2015

outreach efforts included 50 volunteers and pro-bono legal services for approximately 30 clients. RST-Austin's FY 2015 outreach strategy includes targeted presentations, a World Refugee Day event with 2,000 attendees and collaboratioin with the local refugee roundtable and partners. RST-Austin also coordinates the annual Ride for Refugees generating private funds and community awareness. RST-Austin continues to participate in the community consultation process to discuss affordable housing and increase information sharing regarding CAM AORs and Cuban parolees. FY 2016 outreach plans include the addition of a full time Americorp VISTA outreach staff charged with conducting presentations for resource development.

	Projected Contributions to the R&P Program							
Type of Donor	FY2014 Actual Cash	FY2014 Actual In-kind Value	FY2015 Estimated Cash	FY2015 Estimated In-kind Value	FY2016 Projected Cash	FY2016 Projected In-kind Value		
Foundations/ Corporations	\$5,000	\$3,500	\$5,000	\$3,750	\$5,000	\$4,000		
Faith-based/ Community-based Organizations	\$15,000	\$15,000	\$10,500	\$15,000	\$12,000	\$20,000		
Fees for Service	\$0	\$0	\$0	\$0	\$0	\$0		
Individuals	\$3,200	\$10,000	\$9,500	\$10,000	\$10,000	\$12,000		
Volunteer Hours/Miles	\$0	\$32,000	\$0	\$35,000	\$0	\$25,000		
State/County/Local Government	\$0	\$0	\$0	\$0	\$0	\$0		
Headquarters	\$5,580	\$0	\$5,200	\$0	\$5,200	\$0		
Affiliate/Sub-office	\$0	\$0	\$0	\$0	\$0	\$0		
Other	\$0	\$0	\$0	\$0	\$0	\$0		
TOTALS	\$28,780	\$60,500	\$30,200	\$63,750	\$32,200	\$61,000		
TOTALS PER CAPITA	\$103	\$217	\$116	\$245	\$124	\$235		

## Casase17:15-00003851kW-1050cum1200tu46e1nt 15110e15011f015/11.67/097atge 414 aug e1.64 op 2168 op 2168

National Agency			Domestic and Foreign sionary Society	Affiliate Code	TXDFMS02
Office Sta	te	Tex	as	Office City	Austin
Office Na	me	Refu	ugee Services of Texas, Inc	·	
Office Ad	dress	500	E St. John's Avenue, Suite	1.280, Austin, TX 7875	52
	JOIN	UB-OFFICE			
	, with which agency	CWS		Sub-office	Austin, TX
or agencies	?			Administering affiliate	Dallas, TX
	RP PRO	OGRA	M AFFILATE STAFFING		
RP FTE paid by RI		P RP FTE paid by other		Total Client/FTE Ratio	
FY2015	3.1		0	71/1	
FY2016	3.5		0	74/1	

CASELOAD STATISTICS (number of individuals)			229			
		FY2015	220			
		FY2015 Anticipated Arrivals				60
PROPOSED FY2016	AF	EA	<b>ECA</b>	LAC	NE/SA	Total
US Tie Capacity	20	25	0	20	130	195
No US Tie Capacity	35	0	0	10	20	65
Total Capacity	55	25	0	30	150	260

FY2014 RP PERIOD REPORT OUTCOMES						
RP Period Employment % (individuals):	14.52% RP Period Out-Migration % (individuals):			8.30%		
Total RP Period Reports Submitted for FY2	2014 (number of ca.	ses/number of individuals):	90 cases / 2	229 individuals		
Number of repor	ts showing <b>social s</b>	security card application as lat	e or incomplete	0		
Number of rep	oorts showing <b>enro</b>	llment in cash assistance as lat	e or incomplete	0		
Number of reports	s showing <b>enrollm</b>	ent in medical assistance as lat	e or incomplete	0		
Number of reports s	0					
Nu	0					
Number of reports sl	howing enrollment	t in employment services as lat	e or incomplete	0		
Number of reports	s showing school en	nrollment of minor child as lat	e or incomplete	0		
1	Number of reports s	showing <b>health screening</b> as lat	e or incomplete	0		
Number of reports showing e	0					
Numb	0					
Number of reports showing that <b>refugee is</b>	0					

## Casase13:1:5-0003851KW-DscumDentu46eInt 820e501F015/1.67/0F7dge 48 and 48 of 26 of 2

RECENT/PROPOSED CASELOAD					
Nationalities served FY2014–FY2015	Afghanistan, Bhutan, Burma, Cuba, Iran, Iraq, Somalia, Syria				
Proposed nationalities FY2016	Afghanistan, Bhutan, Burma, Cuba, Democratic Republic of Congo, El Salvador, Eritrea, Ethiopia, Guatemala, Honduras, Iran, Iraq, Somalia, Sudan, Syria				
Languages available on staff to support	Arabic, Burmese, Chin, French, Hindi, Karen, Kiswahili, Kurdish,				
the proposed caseload	Lingala, Nepali, Spanish, Swahili				
Languages available from within the	Amharic, Arabic, Burmese, Chin, Dari, Farsi, French, Hindi, Karen,				
community of resettlement to support the	Karenni, Kurdish, Lingala, Nepali, Pashto, Somali, Spanish, Swahili,				
proposed caseload	Tigrinya				
Other language resources used	RST Austin works frequently with an in-person professional translator and interpreter service and volunteers at Multicultural Refugee Coalition to secure other languages. Once or twice a year, RST Austin utilizes Translation Interpretation Services, as well as staff from the other four RST offices for phone interpretation in emergency situations.				

	SITE RATIONALE						
Number of other affiliates present	One						
Local overall unemployment rate	3.3% March 2015, Bureau of Labor Statistics						
Available jobs	Hospitality, food service, food production, manufacturing, warehouses, retail, security, and construction						
Average starting wage	The average starting wage was \$9.37 per hour. Approximately, 90% were employed in full-time jobs; 10% were employed part-time; and 70% were offered benefits by their employers.						
Average monthly rent and availability	1-Bedroom: \$750 Available: Always 2-Bedroom: \$900 Available: Always 3-Bedroom: \$1000 Available: Frequently						
Average wait time for newly arrived refugees to receive a health screening	30 days						
GRIEVANCE AND PROTECTION I	FROM SEXUAL EXPLOITATION AND ABUSE (PSEA) POLICY						
Indicate whether you have a grievance police	cy. <u>X</u> Yes <u>No</u>						
Indicate whether you have incorporated the IASC's six core principles for PSEA in your organization's code of conduct for all staff and volunteers.  _X_YesNo							

1. Health Care Access and Refugees with Special Needs: RST Austin is able to accommodate all special needs refugees. Single parent households, where the adult is not employable, may initially struggle to gain financial stability in Austin. RST Austin is able to accept single parent households where the adult is employable or the non-employable adult is re-unifying with family or hard-crossed reference with another case. Unaccompanied single adults with home health care needs require a hard-cross reference or US tie to provide these needs. Refugee Medical Assistance (RMA) in Texas has many restrictions for single adults. Only four prescriptions per month are covered by RMA, and RMA doesn't cover home health care or 24-hour toileting and bathing services for physically and developmentally disabled adults.

## Casase137:165-00003851ktw-1060cumbentu4664nt 81206501F015/11.67/077alge 48 auge168 of 1160 11500ce10 #: 6479 FY2016 Affiliate/Sub-office Abstract

**2. Public Outreach:** *Outreach and Engagement:* In FY15, RST Austin conducted a total of 25 presentations and 12 trainings to diverse audiences representing faith-based organizations, universities, and, businesses. As a result of the outreach efforts, RST Austin engaged 50 volunteers in RP services to support client transportation, housing set up, and in-kind donations.

*Partnerships:* Via the community consultation process, RST Austin continues to work with partners on social service advocacy and identifying additional referral resources. RST Austin partners with a wide variety of local immigrant social service agencies via the Immigrant Services Network of Austin; results from this activity include RST's participation on an Unaccompanied Children task force. Through the task force, RST conducts outreach on the CAM-AOR program and ensures eligible parents receive information on how to apply.

Faith Community Partners: RST Austin coordinates welcoming committees with two Episcopal Churches (St. Alban's and St. Matthew's), resulting in additional support to five cases.

FY16 Plans: FY16 outreach plans include the addition of a full-time AmeriCorps VISTA member to conduct outreach activities. The VISTA member will focus on social media and associated platforms as a communications tool to increase volunteer interest and donor support. FY16 plans also include continued participation in the local refugee roundtable as well as continued welcoming committee outreach with the Episcopal community.

**3. Financial Resources:** RST Austin derived FY15 resources predominantly from volunteer hours and in-kind donations from faith based organizations and individuals. RST Austin hosts an annual Ride for Refuge. Proceeds are allocated to highly vulnerable families for emergency assistance with rent and/or utilities. RST Austin FY16 plans include the addition of a full-time AmeriCorps VISTA member to conduct resource development activities under the supervision of the agency's Development Director. Donations will be used to support RP operational capacity.

	Projected Contributions to the RP Program								
Type of Donor	FY2014 Actual Cash	FY2014 Actual In- kind Value	FY2015 Estimate d Cash	FY2015 Estimated In-kind Value	FY2016 Projected Cash	FY2016 Projected In- kind Value			
Foundations/ Corporations	\$2,000	\$3,000	\$2,500	\$4,000	\$5,000	\$4,000			
Faith-based/ Community-based Organizations	\$12,000	\$15,000	\$15,000	\$15,000	\$17,500	\$17,500			
Fees for Service	\$0	\$0	\$0	\$0	\$0	\$0			
Individuals	\$11,000	\$12,500	\$10,000	\$15,000	\$10,000	\$18,000			
Volunteer Hours/Miles	\$0	\$15,000	\$0	\$20,000	\$0	\$24,200			
State/County/Local Government	\$0	\$0	\$0	\$0	\$0	\$0			
Headquarters	\$0	\$0	\$0	\$0	\$0	\$0			
Affiliate/Sub-office	\$0	\$0	\$0	\$0	\$0	\$0			
Other:	\$0	\$0	\$0	\$0	\$0	\$0			
TOTALS	\$25,000	\$45,500	\$27,500	\$54,000	\$32,500	\$63,700			
TOTALS PER CAPITA	\$109	\$199	\$125	\$245	\$125	\$245			

## Casase137:165-00003851kW-1080um1200tu46041nt 15120650117015/11.67/077/dig 7 417 aug 4.68 op 11698 id 1520/410 #: 6480

National A	Agency	USCCB		Affiliate Code	TXUSCC10
Office Sta	te	Tex	as	Office City	Austin
Office Na	me	Car	itas of Austin		
Office Ad	dress	611	Neches St., Austin, TX 78	701	
JOINT SITE			TE .	SUB-OFFICE	
	If joint site, with which agency		N/A	Sub-office	N/A
or agencies	3?		14/11	Administering affiliate	N/A
	R&P PR	OGR	AM AFFILATE STAFFING	G	
	R&P FTE paid by R&P		R&P FTE paid by other (not including volunteers)	Total Client/FTE Ratio	
FY2015	5.61		0	71/1	
FY2016	5.95		.20	81/1	

CASELOAD STATISTICS (number of individuals)		FY2014 Actual Arrivals				442	
		FY2015	450				
(======================================		FY2015 Anticipated Arrivals				400	
PROPOSED FY2016	AF	EA	ECA	LAC	NE/SA	Total	
U.S. Tie Capacity	60	40	0	20	175	295	
No U.S. Tie Capacity		30	0	0	75	205	
Total Capacity	160	70	0	20	250	500	

FY20	FY2014 R&P PERIOD REPORT OUTCOMES					
R&P Period Employment % (individuals):	42.21%	42.21% R&P Period Out-Migration % (individuals):				
Total R&P Period Reports Submitted for FY	3/442					
Number of repor	ts showing <b>social</b> s	security card application as lat	e or incomplete	4		
Number of rep	orts showing <b>enro</b>	llment in cash assistance as lat	e or incomplete	3		
Number of reports	showing enrollm	ent in medical assistance as lat	e or incomplete	3		
Number of reports s	howing <b>enrollmen</b>	t in SNAP (food stamps) as lat	e or incomplete	3		
Number of reports showing <b>enrollment in ESL</b> as late or incomplete				3		
Number of reports showing <b>enrollment in employment services</b> as late or incomplete			3			
Number of reports	showing school e	nrollment of minor child as lat	e or incomplete	1		
1	Number of reports s	showing health screening as lat	e or incomplete	3		
Number of reports showing e	nrollment in othe	r services as appropriate as lat	e or incomplete	3		
Numb	er of reports showi	ng household income not exce	eding expenses	0		
Number of reports showing that <b>refugee is</b>	unable to identify		e and expenses assistance ends	2		

REG	RECENT/PROPOSED CASELOAD						
Nationalities served FY2014–FY2015	Afghanistan, Burma, Burundi, Congo, Cuba, Eritrea, Iran, Iraq, Somalia and Syria.						
Proposed nationalities FY2016	Afghanistan, Bhutan, Burma, Congo, Cuba, Eritrea, Ethiopia, Iran, Iraq, Nepal, Somalia, Uganda, and Mauritania, Syria.						
Languages available on staff to support the proposed caseload	Arabic, Burmese, French, Spanish, Nepalese, Somali, Kiswahili						
Languages available from within the	Amharic, Burmese, Dari, Farsi, French, Karen, Karenni,						
community of resettlement to support	Kinyarwanda, Kurdish, Lingala, Nepalese, Pashto, Somali and						
the proposed caseload	Tigrinya						
Other language resources used	Interpreters are used in-person when staff meet with clients to provide case management, employment services, cultural orientation, and workforce development classes. Interpreters are used weekly and sometimes daily. Telephone line interpretation is only used as a last resort.						

	SITE RATIONALE						
Number of other affiliates present	Two						
Local overall unemployment rate	The 2015 Austin, TX unemployment rate is at 3%.						
Available jobs	Food Services, Manufacturing, Service Industry (hotels) and Health Industry.						
Average starting wage	The average starting wage is \$8.98 per hour. The jobs are fulltime with 70% having benefits.						
Average monthly rent and availability (Note whether Always, Frequently, Sometimes, or Never Available)	1-Bedroom: \$680 Available: Frequently 2-Bedroom: \$800 Available: Always 3-Bedroom: \$1300 Available: Sometimes						
Average wait time for newly arrived refugees to receive a health screening	30_days						

GRIEVANCE AND PROTECTION FROM SEXUAL EXPLOITATION AND	ABUSE (PSEA	A) POLICY
Indicate whether you have a grievance policy.	_X Yes	No
Indicate whether you have incorporated the IASC's six core principles for PSEA in your organization's code of conduct for all staff and volunteers.	_X Yes	No

1. **Health Care Access and Refugees with Special Needs:** Austin, Texas, is struggling to build and maintain affordable housing. Therefore, housing for families of eight or more people would be difficult to find – and difficult for the family to maintain after they exit the program. In order to afford the cost of living, refugees MUST work. Additionally, Texas does not consistently provide adequate and affordable medical care for its most vulnerable populations. Consequently, refugees with severe mental illness (bipolar disorder, schizophrenia), life threatening illness (cancer), or illness requiring expensive treatment

(transplants, stroke), would struggle with accessing health care without proper insurance. Some clients may be able to access doctors who accept Medicaid for these services, but it has become increasingly difficult to locate healthcare providers who will accept Medicaid.

2. **Public Outreach:** FY 2015 outreach has included: monthly community Open House; monthly publishing of *Cari-Talk* newsletter; participation on various coalitions and task forces (Immigrant Services Network of Austin, City of Austin Commission on Immigrant Affairs, Community Action Network); media awareness of refugees via local press (*El Mundo* and *Chronicle* periodicals) and fundraising events (Penick and Words of Hope). Caritas also served as fiscal agent and host for City of Austin Welcoming City Initiative. Caritas assisted the Travis County Commissioner's Court in organizing the 2015 Travis County Immigration Stakeholders meeting. The agency's largest and most successful outreach effort has been in in developing partnerships with 280 local employers for jobs for refugees. Caritas staff is in the process of developing three-year strategic plans for all programs. In FY16 (in addition to activities listed above), Caritas of Austin will more strongly target the faith-based community, develop new partnerships relevant to refugee children (e.g., collaboration with school systems), and develop new partnerships for refugee vocational training and higher education.

	Projected Contributions to the R&P Program							
Type of Donor	FY2014 Actual Cash	FY2014 Actual In-kind Value	FY2015 Estimated Cash	FY2015 Estimated In-kind Value	FY2016 Projected Cash	FY2016 Projected In-kind Value		
Foundations/ Corporations	\$3,300		\$51,000		\$5,000			
Faith-based/ Community-based Organizations								
Fees for Service								
Individuals	\$48,000	\$51,000	\$50,000	\$25,000	\$60,000	\$25,000		
Volunteer Hours/Miles				\$20,000		\$20,000		
State/County/Local Government: [SOURCE]								
Headquarters								
Affiliate/Sub-office								
Other:								
TOTALS	\$51,300	\$51,000	\$101,000	\$45,000	\$65,000	\$45,000		
TOTALS PER CAPITA	\$116.06	\$115.38	\$224.44	\$100	\$130	\$90		

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National A	Agency	Church World Service	Affiliate Code	TXCWS 02			
Office State Tex		Texas	Texas Office City Dallas				
Office Na	me	Refugee Services of Texas, Inc. (RST-Dallas)					
Office Ad	dress	12025 Shiloh Road, Suite 240,	Dallas, TX 75228				
	JOIN	T SITE	S	UB-OFFICE			
If joint site, with which agency or agencies?		LIRS	Sub-office	Austin, TX Amarillo, TX Fort Worth, TX			
			Administering affiliate	N/A			
	R&P PR	OGRAM AFFILATE STAFFING	G				
R&P FTE paid by R&P		R&P FTE paid by other (not including volunteers)	Total Client/FTE Ratio				
FY2015	3.53	0.50	67/1				
FY2016 4.0		0.50	67/1				

		FY2014 Actual Arrivals				280	
CASELOAD STATISTICS (number of individuals)		FY2015	240				
(======================================		FY2015 Anticipated Arrivals				272	
PROPOSED FY2016	AF	EA	ECA	LAC	NE/SA	Total	
U.S. Tie Capacity	25	75	0	20	95	215	
No U.S. Tie Capacity 5		15	0	5	15	85	
Total Capacity	75	90	0	25	110	300	

FY2014 R&P PERIOD REPORT OUTCOMES					
R&P Period Employment % (individuals):	28.6% (50/175)	R&P Period Out-Migration %	(individuals):	2.9% (8/280)	
Total R&P Period Reports Submitted for FY	72014 (number of c	rases/number of individuals):	12	3/280	
Number of report	ts showing <b>social s</b>	ecurity card application as lat	te or incomplete	0	
Number of rep	oorts showing <b>enro</b>	llment in cash assistance as lat	te or incomplete	0	
Number of reports	s showing enrollme	ent in medical assistance as lat	te or incomplete	0	
Number of reports s	howing <b>enrollmen</b>	t in SNAP (food stamps) as lat	te or incomplete	0	
Nu	mber of reports sho	owing <b>enrollment in ESL</b> as lat	te or incomplete	0	
Number of reports showing <b>enrollment in employment services</b> as late or incomplete					
Number of reports	showing school en	nrollment of minor child as lat	te or incomplete	4	
1	Number of reports s	howing <b>health screening</b> as lat	te or incomplete	0	
Number of reports showing e	nrollment in other	services as appropriate as lat	te or incomplete	0	
Numb	er of reports showi	ng household income not exce	eding expenses	5	
Number of reports showing that <b>refugee is</b>	unable to identify		e and expenses assistance ends	4	

RECENT/PROPOSED CASELOAD					
Nationalities served FY2014–FY2015	Afghanistan, Bhutan, Burma, DR Congo, Eritrea, Ethiopia, Iran, Iraq, Somalia, Syria, Togo.				
Proposed nationalities FY2016	Afghanistan, Bhutan, Burma, DR Congo, El Salvador, Eritrea, Ethiopia, Guatemala, Honduras, Iran, Iraq, Somalia, Syria.				
Languages available on staff to	Arabic, Burmese, Chin, Dari, Farsi, French, Karen, Kinyarwanda,				
support the proposed caseload	Kirundi, Kurdish, Nepali, Somali, Spanish, Swahili.				
Languages available from within the community of resettlement to support the proposed caseload	Amharic, Oromo, Pashto, Rohingya, Tigrinya.				
Other language resources used	Translation and Interpretation Network (TIN) used quarterly.				

SITE RATIONALE					
Number of other affiliates present	3				
Local overall unemployment rate	4.0%, March 2015, Bureau of Labor Statistics				
Available jobs	Listed in order of frequency of job placement, from most frequent to least frequent: light industrial, food preparation, service, retail. Major employer partners include: CSM Bakery, Samsung Hyundi, CVE Cell Phone Verification Ltd., American Marrazi Tiles, Tyson Foods.				
Average starting wage	The average starting wage in FY 2014 and FY 2015 was \$8.70 per hour. 80% were employed in full-time jobs; 15% were employed part-time. 80% were offered benefits by their employers.				
Average monthly rent and availability (Note whether Always, Frequently, Sometimes, or Never Available)	1-Bedroom: \$550 Available: Always 2-Bedroom: \$650 Available: Always 3-Bedroom: \$900 Available: Always				
Average wait time for newly arrived refugees to receive a health screening	40 days				

GRIEVANCE AND PROTECTION FROM SEXUAL EXPLOITATION AND	ABUSE (PSE	CA) POLICY
Indicate whether you have a grievance policy.	⊠ Yes	☐ No
Indicate whether you have incorporated the IASC's six core principles for PSEA in your organization's code of conduct for all staff and volunteers.	⊠ Yes	☐ No

1. **Health Care Access and Refugees with Special Needs:** RST-Dallas cannot accommodate cases with severe mental disabilities. RST-Dallas continues community outreach to support community resources and capacity for these special needs. When health department capacity causes health screening delays, RST-Dallas expedites school-required immunizations and connects special needs cases to the hospital directly.

2. **Public Outreach:** RST-Dallas actively participates in local consultation through quarterly meetings with the state office and bi-monthly meetings of the Dallas Area Refugee Forum, a group of local providers and stakeholders meeting to address risks or concerns facing the refugee community. Consultation outcomes include identified resources in meeting affordable housing needs as well as sharing employment opportunities. In FY 2015 RST-Dallas conducted 14 outreach presentations resulting in 28 volunteers assisting with R&P services such as transportation, interpretation, and housing set up. The RST Board President, a Dallas-based pastor, continues to provide direct consultation to Dallas staff regarding faithbased outreach modes. As a result, RST-Dallas worked with 5 welcoming committees in FY 2015. FY 2016 public outreach plans include recruiting community volunteers and establishing new community partners with local faith-based agencies and ethnic community organizations. RST-Dallas plans to incorporate Arab-American associations into welcome committees to support R&P clients' initial resettlement. RST-Dallas is adding a full-time AmeriCorps VISTA member to conduct outreach and presentations on agency services and volunteer opportunities. The VISTA member will conduct over 30 presentations during FY 2016.

Projected Contributions to the R&P Program							
Type of Donor	FY2014 Actual Cash	FY2014 Actual In-kind Value	FY2015 Estimated Cash	FY2015 Estimated In-kind Value	FY2016 Projected Cash	FY2016 Projected In-kind Value	
Foundations/ Corporations	\$0	\$0	\$0	\$0	\$1,000	\$0	
Faith-based/ Community-based Organizations	\$10,000	\$22,000	\$10,000	\$22,000	\$12,000	\$24,000	
Fees for Service	\$0	\$0	\$0	\$0	\$0	\$0	
Individuals	\$13,000	\$5,000	\$12,200	\$5,000	\$15,000	\$6,000	
Volunteer Hours/Miles	\$0	\$29,000	\$0	\$28,000	\$0	\$30,000	
State/County/Local Government	\$0	\$0	\$0	\$0	\$0	\$0	
Headquarters	\$5,600	\$0	\$5,440	\$0	\$6,000	\$0	
Affiliate/Sub-office	\$0	\$0	\$0	\$0	\$0	\$0	
Other	\$0	\$0	\$0	\$0	\$0	\$0	
TOTALS	\$28,600	\$56,000	\$27,640	\$55,000	\$34,000	\$60,000	
TOTALS PER CAPITA	\$102	\$200	\$115	\$229	\$113	\$200	

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\*\*\*Each Abstract must be limited to 3 pages\*\*\*

National A	Agency	International Rescue Committee, Inc.		Affiliate Code	TXIRC01
Office Sta	te	Tex	as	Office City	Dallas
Office Na	me	The	IRC in Dallas		
Office Ad	dress	650	0 Greenville Avenue, Suite	e 500, Dallas, TX 75206	
	JOIN	S	UB-OFFICE		
If joint site, with which agency		N/A		Sub-office	The IRC in Abilene
or agencies	or agencies?		IVA	Administering affiliate	The IRC in Dallas
	R&P PR	OGR	AM AFFILATE STAFFING	G	
	R&P FTE paid by R&P		R&P FTE paid by other (not including volunteers)	Total Client/FTE Ratio	
FY2015	9.92		0	85	
FY2016	10.63		0	78	

		FY2014 Actual Arrivals				743	
CASELOAD STATISTICS (number of individuals)		FY2015 Acknowledged Capacity				700	
(11111201 01 11111111111111)		FY2015 Anticipated Arrivals				840	
PROPOSED FY2016	$\mathbf{AF}$	$\mathbf{E}\mathbf{A}$	<b>ECA</b>	LAC	NE/SA	Total	
U.S. Tie Capacity	10	295	0	15	485	805	
No U.S. Tie Capacity	10	5	0	0	5	20	
Total Capacity	20	300	0	15	490	825	

FY20				
R&P Period Employment % (individuals):	46.10%	R&P Period Out-Migration %	(individuals):	2.83%
Total R&P Period Reports Submitted for FY	(2014 (number of c	cases/number of individuals):	34	2/743
Number of repor	ts showing <b>social s</b>	security card application as lat	e or incomplete	4
Number of rep	oorts showing <b>enro</b> l	llment in cash assistance as lat	e or incomplete	4
Number of reports	s showing enrollmo	ent in medical assistance as lat	e or incomplete	3
Number of reports showing enrollment in SNAP (food stamps) as late or incomplete				
Number of reports showing <b>enrollment in ESL</b> as late or incomplete				
Number of reports showing <b>enrollment in employment services</b> as late or incomplete				
Number of reports showing school enrollment of minor child as late or incomplete				
1	5			
Number of reports showing e	5			
Numb	0			
Number of reports showing that <b>refugee is</b>	unable to identify	1 1	e and expenses assistance ends	0

RECENT/PROPOSED CASELOAD					
Nationalities served FY2014–FY2015	Afghanistan, Bhutan, Burma, Cuba, Dem. Rep. Congo, Eritrea, Ethiopia, India, Iran, Iraq, Liberia, Nepal, Somalia, Sudan, Syria				
Proposed nationalities FY2016	Afghanistan, Bhutan, Burma, Cuba, Dem. Rep. Congo, Eritrea, Ethiopia, India, Iran, Iraq, Liberia, Nepal, Somalia, Sudan, Syria				
Languages available on staff to support the proposed caseload	ASL, Amharic, Arabic, Bosnian, Burmese, Dari, Falam, Farsi, French, Hakha Chin, Hindi, Karen, Kinyarwanda, Kirundi, Kiswahili, Nepali, Pashto, Serbo-Croatian, Spanish, Swahili, Thai, Tigrinya, Urdu ( <i>Note: includes staff and contracted interpreters</i> )				
Languages available from within the community of resettlement to support the proposed caseload	Amharic, Arabic, Burmese, Falam, Farsi, Hakha Chin, Karen, Nepali, Spanish				
Other language resources used	Translation & Interpretation network (TIN), a business of Catholic Charities Fort Worth, is used once or twice a year for in-person interpretation when interpretation is not available through The IRC in Dallas staff or the internal interpreter network. Various language lines are used once or twice per quarter for unscheduled appointments or emergencies.				

	SITE RATIONALE			
Number of other affiliates present	4			
Local overall unemployment rate	4.0%			
Available jobs	Hospitality, manufacturing, driving, assembly, retail			
Average starting wage	\$8.63 for full-time positions; 99% full-time; 44% of full-time positions offered benefits.			
Average monthly rent and availability (Note whether Always, Frequently, Sometimes, or Never Available)	1-Bedroom: \$500 Available: Frequently 2-Bedroom: \$700 Available: Always 3-Bedroom: \$1,200 Available: Sometimes			
Average wait time for newly arrived refugees to receive a health screening	45-60 days			

GRIEVANCE AND PROTECTION FROM SEXUAL EXPLOITATION AND	ABUSE (PSEA) POLICY
Indicate whether you have a grievance policy.	Yes
Indicate whether you have incorporated the IASC's six core principles for PSEA in your organization's code of conduct for all staff and volunteers.	Yes

1. Health Care Access and Refugees with Special Needs: The IRC in Dallas is well-positioned to serve a wide variety of cases with special needs, with very few exceptions. Access to child care is limited in the area, so accommodating single-headed households with young children can be challenging. However, if these types of cases have an active US Tie, they can be accommodated

by the IRC. The office maintains strong relationships with medical providers and mainstream social service organizations in the Dallas area to assist refugees with special needs, including the elderly, women and girls, pregnant women, clients with HIV/AIDS, and clients with disabilities, particularly those who are blind or hard of hearing. Clients with special needs are referred to the office's Intensive Case Management program for assistance with navigation and understanding of the US medical system, assistance in addressing barriers, and referral and intake services.

2. Public Outreach: The IRC in Dallas receives strong public backing and proactively engages with a variety of stakeholders to strengthen support for refugee resettlement in the Dallas area. In order to create community awareness, IRC meets with key stakeholders of local social service agencies, community groups and volunteers, including presentations to the Dallas City Council Finance Committee, the School Impact Coordinator at Dallas Independent School District, the Dallas Area Refugee Forum (DARF) and the Vickery Meadow Action Team (VCAT). In 2014 the volunteer coordinator held an outreach event at Ernst and Young's Dallas branch which resulted in 15 new volunteers, significant in-kind contributions, and a resume-building workshop that benefited newly arrived clients with their job search. In March 2015, multiple staff members conducted an outreach event at a local church which was attended by over 60 community members. This event resulted in more than 15 new mentors being placed with newly-arrived families, as well as donations of cash and goods. The office plans to continue this outreach strategy in FY2016, including expanding outreach events with external partners and donors including Goldman Sachs and Temple Emanu-El. These events are likely to result in new volunteers, significant in-kind contributions, and workshops and trainings that benefit refugees with acculturation, job searches, and economic self-sufficiency.

Projected Contributions to the R&P Program							
Type of Donor	FY2014 Actual Cash	FY2014 Actual In-kind Value	FY2015 Estimated Cash	FY2015 Estimated In-kind Value	FY2016 Projected Cash	FY2016 Projected In-kind Value	
Foundations/				\$3,000		\$6,000	
Corporations Faith-based/ Community-based Organizations		\$3,600		\$3,600		\$5,000	
Fees for Service							
Individuals		\$20,400		\$20,400		\$20,400	
Volunteer Hours/Miles		\$82,575		\$110,000		\$115,000	
State/County/Local Gov.							
Headquarters							
Affiliate/Sub-office							
Other:							
TOTALS	\$0	\$106,575	\$0	\$137,000	\$0	\$146,400	
TOTALS PER CAPITA	<b>\$0</b>	\$143	<b>\$0</b>	\$196	\$0	\$177	

## Casase137:165-00003851kW-1080um1200tu410e1nt 15120e150117015/11.67/097alige 519auge1.68 op 216381D 145319261D #: 6489

National A	Agency	Lutheran Immigration and Refugee Service	Affiliate Code	TXLIRS02			
Office Sta	te	Texas	Office City	Dallas			
Office Na	me	Refugee Services of Texas,	Refugee Services of Texas, Inc. (RST)				
Office Ad	dress	12035 Shiloh Road, Suite 3	35 Shiloh Road, Suite 320, Dallas Texas 75228				
	JOIN	T SITE	S	UB-OFFICE			
	, with which agency	CWS	Sub-office	Amarillo, TX, Fort Worth, TX, Houston, TX			
or agencies			Administering affiliate	N/A			
	R&P PR	OGRAM AFFILATE STAFFIN	G				
	R&P FTE paid by R	R&P FTE paid by other (not including volunteers)	Total Client/FTE Ratio				
FY2015	3.25	0.5	67:1				
FY2016	4.00	0.5	67:1				

CASELOAD STATISTICS (number of individuals)		FY2014 Actual Arrivals				352		
		FY2015 Acknowledged Capacity				250		
()		FY2015 Anticipated Arrivals			300			
PROPOSED FY2016	AF	EA	<b>ECA</b>	LAC	NE/SA	Total		
U.S. Tie Capacity	35	45	0	20	100	200		
No U.S. Tie Capacity	30	15	0	5	50	100		
Total Capacity	65	60	0	25	150	300		

FY2014 R&P PERIOD REPORT OUTCOMES						
R&P Period Employment % (individuals):	26%	R&P Period Out-Migration %	(individuals):	2%		
Total R&P Period Reports Submitted for FY	Total R&P Period Reports Submitted for FY2014 (number of cases/number of individuals): 136 cases/3					
Number of repor	ts showing <b>social</b> s	security card application as lat	e or incomplete	1 case		
Number of rep	orts showing enro	llment in cash assistance as lat	e or incomplete	2 cases		
Number of reports	s showing enrollmo	ent in medical assistance as lat	e or incomplete	2 cases		
Number of reports s	2 cases					
Nu	2 cases					
Number of reports sl	2 cases					
Number of reports	0 cases					
1	Number of reports showing <b>health screening</b> as late or incomplete					
Number of reports showing e	nrollment in other	r services as appropriate as lat	e or incomplete	2 cases		
Numb	er of reports showi	ng household income not exce	eding expenses	0 cases		
Number of reports showing that <b>refugee is</b>	Number of reports showing that <b>refugee is unable to identify source(s) of household income and expenses</b> after R&P assistance ends					

REC	RECENT/PROPOSED CASELOAD						
Nationalities served FY2014– FY2015	Bhi Erit	fghan, Iraqi, Burmese (Chin, Karen, Karenni, Rohingya), hutanese, Iranian, Somali, Cuban, Colombian, Congolese, ritrean, Syrian					
Proposed nationalities FY2016 Bhu Eriti		Afghan, Iraqi, Burmese (Chin, Karen, Karenni, Rohingya), Bhutanese, Iranian, Somali, Cuban, Colombian, Congolese, Eritrean, Syrian, Ethiopian, Salvadoran, Honduran, Guatemalan					
Languages available on staff to Support the proposed caseload Neg		abic, Farsi, Pashto, Dari, Burmese, Chin pali, Somali, French, Swahili, Spanish, nyarwanda, Kirundi					
Languages available from within the community of resettlement to support the proposed caseload		hto, Tirginya, Oromo, Rohingya					
Other language resources used		ranslation and Interpretation Network (in-person or by the hone used sparingly when staff is unavailable)					
	SITE RATIONALE						
Number of other affiliates present		2					
Local overall unemployment rate		4.3% unemployment rate, 4.2% economic growth rate					
Available jobs		Security, light industrial (warehouses, assembly, packaging), food preparation (packaging, distribution), service industry, retail					
Average starting wage		FY2014: \$8.80 FY2015: \$9.00, FT 90%, PT 10% 80% access health benefits at 90 days					
Average monthly rent and availability (Note whether Always, Frequently, Sometimes, or Never Available)		<del>'</del>					
Average wait time for newly arrive refugees to receive a health screen		45 days					
GRIEVANCE AND PSEA POLICY							
Indicate whether you have a grieva	ance	policy.	X YesNo				
Indicate whether you have incorporated the IASC's six core principles for PSEA in your organization's code of conduct for all staff and volunteers. $\underline{X}$ Yes							

- 1. **Health Care Access and Refugees with Special Needs:** RST Dallas is not able to accommodate the following special needs: cases with severe physical or developmental disabilities which require home care, unless accompanied by or reuniting with a primary care giver. RST is not able to provide home health care while a client is awaiting Medicaid eligibility.
- 2. **Public Outreach:** In FY 2015 RST conducted 14 outreach presentations to churches, businesses, conferences, and student groups, resulting in 25 volunteers assisting with R&P services

such as transportation, interpretation, and housing set up. The Dallas Area Refugee Forum, a group of local providers and stake holders, continues to meet bi-monthly to address risks or concerns facing the refugee community. The RST Board President, a Dallas based pastor, continues to provide direct consultation to Dallas staff regarding faith based outreach modes. As a result, RST Dallas worked with five unofficial welcome committees to help support R&P client's initial resettlement. FY 2016 public outreach plans include recruiting community volunteers and establishing new community partners with local faith based agencies and ethnic community organizations. RST plans to incorporate Arab American associations into welcome committees. RST Dallas is adding a full time AmeriCorps VISTA member to conduct outreach and presentations on agency services and volunteer opportunities. The VISTA member will conduct over 30 presentations during FY 2016.

3. **Financial Resources:** In FY 2014 and FY 2015 RST Dallas obtained donations and in-kind hours from faith based organizations, universities, foundations, and local community organizations. Donations such as household supplies and furniture are allocated to R&P clients. Cash resources support the operational capacity of the R&P program. FY 2016 financial resource development will include the integration of two full time AmeriCorps VISTA members charged with fundraising and marketing/public outreach. VISTA members are supervised by an agency wide development director. The .5 FTES listed in the staff chart indicate senior citizen volunteers funded by the federal government who assist with R&P administrative duties. FY 2016 anticipated sources of funding remain the same as prior years. The projected private resources represent those of LIRS client only.

	Projected Contributions to the R&P Program									
Type of Donor	FY2014 Actual Cash	FY2014 Actual In-kind Value	FY2015 Estimated Cash	FY2015 Estimated In-kind Value	FY2016 Projected Cash	FY2016 Projected In-kind Value				
Foundations/ Corporations	\$0	\$5,000	\$2,000	\$5,000	\$2,000	\$6,000				
Faith-based/ Community-based Organizations	\$5,000	\$35,000	\$8,000	\$32,000	\$14,000	\$33,000				
Fees for Service	\$0	\$0	\$0	\$0	\$0	\$0				
Individuals	\$24,000	\$9,000	\$20,000	\$10,000	\$14,000	\$18,000				
Volunteer Hours/Miles	\$0	\$11,000	\$0	\$15,000	\$0	\$8,000				
State/County/Local Government	\$0	\$0	\$0	\$0	\$0	\$0				
Headquarters	\$0	\$0	\$0	\$0	\$0	\$0				
Affiliate/Sub-office	\$0	\$0	\$0	\$0	\$0	\$0				
Other	\$0	\$0	\$0	\$0	\$0	\$0				
TOTALS	\$29,000	\$60,000	\$30,000	\$62,000	\$30,000	\$65,000				
TOTALS PER CAPITA	\$82	\$170	\$100	\$207	\$100	\$217				

## Casase137:165-00003851kW-1080um1200tu410e1nt 15120e150117015/11.67/097alige 59 aug e1.69 o Pâtge ID 145a1ge ID #: 6492

National A	Agency	USCCB		Affiliate Code	TXUSCC05			
Office Sta	te	Tex	as	Office City	Dallas			
Office Na	me	Catl	nolic Charities of Dallas					
Office Ad	dress	945	1 LBJ Freeway, Suite 100,	BJ Freeway, Suite 100, Dallas, TX 75243				
	JOIN	T SIT	E	SUB-OFFICE				
	, with which agency	N/A		Sub-office	N/A			
or agencies	?		IV/A	Administering affiliate	N/A			
	R&P PR	OGR.	AM AFFILATE STAFFING					
	R&P FTE paid by R&P		R&P FTE paid by other (not including volunteers)	Total Client/FTE Ratio				
FY2015	6.5		.25	81/1				
FY2016	7.5		.25	84/1				

G   GTT 0   D GT   TTGTT 0G		FY2014 Actual Arrivals				725	
CASELOAD STATISTICS (number of individuals)		FY2015 Acknowledged Capacity				575	
()		FY2015 Anticipated Arrivals				550	
PROPOSED FY2016	AF	EA	ECA	LAC	NE/SA	Total	
U.S. Tie Capacity	50	200	0	25	175	450	
No U.S. Tie Capacity	75	50	0	25	50	200	
Total Capacity	125	250	0	50	225	650	

FY2014 R&P PERIOD REPORT OUTCOMES					
R&P Period Employment % (individuals):	37.28%	R&P Period Out-Migration %	(individuals):	9.10%	
Total R&P Period Reports Submitted for FY	31	8/725			
Number of repor	ts showing <b>social</b> s	security card application as lat	e or incomplete	18	
Number of rep	oorts showing enro	llment in cash assistance as lat	e or incomplete	19	
Number of reports	Number of reports showing <b>enrollment in medical assistance</b> as late or incomplete				
Number of reports s	20				
Nu	20				
Number of reports sl	Number of reports showing <b>enrollment in employment services</b> as late or incomplete				
Number of reports	18				
1	Number of reports s	showing health screening as lat	e or incomplete	21	
Number of reports showing e	19				
Numb	1				
Number of reports showing that <b>refugee is</b>	Number of reports showing that <b>refugee is unable to identify source(s) of household income and expenses</b> after R&P assistance ends				

RE	CENT/PROPOSED CASELOAD
	Afghanistan, Bhutanese, Burmese (Chin, Karen, and Karenni),
Nationalities served FY2014–FY2015	Burundi, Congolese, Eritrean, Ethiopian, Iranian, Iraqi, Somali,
	and Sudanese.
	Afghanistan, Bhutanese, Burmese (Chin, Karen, and Karenni),
Proposed nationalities FY2016	Burundi, Congolese, Eritrean, Iranian, Iraqi, Somali, and
	Sudanese.
	Amharic, Arabic, Armenian, Bosnian, Brave, Burmese, Chin,
Languages available on staff to	Dari, Dinka, Falam, Farsi, French, Haka, Hindu, Hmong, Italian,
support the proposed caseload	Japanese, Karen, Karenni, Ki Rwanda, Lingala, Madi, Mundu,
support the proposed caseroad	Muru, Nepali, Oromo, Pashtu, Russian, Shona, Somali, Spanish,
	Kiswahili, Thai, Tigre, Tigrigna, Urdu, and Vietnamese.
	Amharic, Arabic, Armenian, Bosnian, Brave, Burmese, Chin,
Languages available from within the	Dari, Danka, Farsi, French, Hindu, Hmong, Italian, Japanese,
community of resettlement to support	Karen, Karenni, Ki Rwanda, Lingala, Madi, Mundu, Muru,
the proposed caseload	Nepali, Oromo, Pashtu, Russian, Shona, Somali, Spanish,
	Kiswahili, Thai, Tigre, Tigrigna, and Vietnamese.
Other language resources used	In exceptional circumstances, the agency may use language-line
Other language resources used	interpreters.

	SITE RATIONALE						
Number of other affiliates present	Three						
Local overall unemployment rate	The Dallas unemployment rate is at 4.6%						
Available jobs	The types of jobs/fields where refugees most commonly found employment in FY2014 and FY2015 are manufacturing, hospitality, food services, retail, electronic assembly, and medical assistance.						
Average starting wage	The average starting wage that refugees earned in FY2014 and FY2015 was \$8.50. The jobs were full-time with benefits.						
Average monthly rent and availability (Note whether Always, Frequently, Sometimes, or Never Available)	1-Bedroom: \$ 515.00 Available: Frequently 2-Bedroom: \$ 670.00 Available: Frequently 3-Bedroom: \$ 975.00 Available: Sometimes						
Average wait time for newly arrived refugees to receive a health screening	30 days						

GRIEVANCE AND PROTECTION FROM SEXUAL EXPLOITATION AND	ABUS	SE (PSEA	A) POLICY
Indicate whether you have a grievance policy.	<u>X</u>	<u>Yes</u>	No
Indicate whether you have incorporated the IASC's six core principles for PSEA in your organization's code of conduct for all staff and volunteers.	<u>X</u>	<u>Yes</u>	No

- 1. Health Care Access and Refugees with Special Needs: With the assistance from the Texas Health Presbyterian Hospital, Baylor Hospital with locations in Garland and downtown Dallas, and the Parkland Hospital, we are able to seek services and provide for the special needs clientele. The Parkland's Refugee Clinic, the Dallas County Refugee Clinic, and the Texas State Refugee Coordinator are notified of the client's medical information at the time of placement and/or regular interdisciplinary meetings. We cannot accommodate those that cannot become self-sufficient through employment or Supplemental Security Income. All must comply and/or be receptive to a medical regime. Other special needs are not particularly problematic.
- 2. **Public Outreach:** On May 14, 2015, a consultation was conducted between the CCD director, a CCD supervisor, the Texas State Refugee Coordinator, and the State Refugee Health Coordinator. This consultation was to discuss the existing and projected arrivals. The State Coordinator agreed to the program's FY 2016 projection, and the State Refugee Health Coordinator's office also approved this number. In addition to this consultation, the director and resettlement manager participate in quarterly meetings with the State Refugee Coordinator. The director, resettlement manager, employment manager, education manager and other staff continue to meet monthly with the Dallas Area Refugee Forum; which is a monthly gathering of local refugee service providers and affiliates. The DARF goals include networking, raising awareness, advocating, resource sharing, and community capacity building. In 2016, Catholic Charities of Dallas is planning to arrange meetings with the city and county elected officials.

5. Financiai Kesou	Projected Contributions to the R&P Program								
Type of Donor	FY2014 Actual Cash	FY2014 Actual In-kind Value	FY2015 Estimated Cash	FY2015 Estimated In-kind Value	FY2016 Projected Cash	FY2016 Projected In-kind Value			
Foundations/ Corporations									
Faith-based/ Community-based Organizations		\$85,000	\$7,200	\$80,000	\$7,200	\$75,000			
Fees for Service		#0 <b>7</b> 000	h2 #00	400.000	42.000	<b>47</b> 0.000			
Individuals Volunteer Hours/Miles		\$85,000 \$35,000	\$3,500	\$80,000 \$35,000	\$3,000	\$70,000 \$35,000			
State/County/Local Government: [SOURCE]									
Headquarters Affiliate/Sub-office									
Other:									
TOTALS		\$205,000	\$10,700	\$195,000	\$10,200	\$180,000			
TOTALS PER CAPITA		\$282.76	\$18.61	\$339.13	\$15.69	\$276.92			

## Casase137:165-00003851kW-1036Cum1200tu4664Int 15120650117015/11.67/097alige 612 aug 4.62 op 216381D 145319201D #: 6495

National Agency		USCCB		Affiliate Code	TXUSCC09
Office State		Texa	as	Office City	El Paso
Office Name		Diocesan Migrant & Refugee Services, Inc.			
Office Address		2400A E. Yandell, El Paso, TX 79903			
	JOIN	T SIT	E	S	UB-OFFICE
If joint site, with which agency		N/A		Sub-office	N/A
or agencies	or agencies?		1771	Administering affiliate	N/A
	R&P PR				
	R&P FTE paid by R&P		R&P FTE paid by other (not including volunteers)	Total Client/FTE Ratio	
FY2015	0.45		0	56/1	
FY2016	0.30		.20	70/1	

CASELOAD STATISTICS (number of individuals)		FY2014 Actual Arrivals				32	
		FY2015 Acknowledged Capacity				35	
		FY2015 Anticipated Arrivals				25	
PROPOSED FY2016	AF	EA	ECA	LAC	NE/SA	Total	
U.S. Tie Capacity	0	0	0	0	35	35	
No U.S. Tie Capacity	0	0	0	0	0	0	
Total Capacity	0	0	0	0	35	35	

FY2014 R&P PERIOD REPORT OUTCOMES					
R&P Period Employment % (individuals):	5.88%	5.88% R&P Period Out-Migration % (individuals):			
Total R&P Period Reports Submitted for FY2014 (number of cases/number of individuals):					
Number of reports showing social security card application as late or incomplete					
Number of rep	orts showing <b>enro</b>	llment in cash assistance as lat	te or incomplete	0	
Number of reports	s showing <b>enrollm</b>	ent in medical assistance as lat	te or incomplete	0	
Number of reports s	howing <b>enrollmen</b>	t in SNAP (food stamps) as lat	te or incomplete	0	
Number of reports showing <b>enrollment in ESL</b> as late or incomplete					
Number of reports showing enrollment in employment services as late or incomplete					
Number of reports showing school enrollment of minor child as late or incomplete					
1	0				
Number of reports showing e	0				
Numb	0				
Number of reports showing that <b>refugee is unable to identify source(s) of household income and expenses</b> after R&P assistance ends				0	

RECENT/PROPOSED CASELOAD				
Nationalities served FY2014–FY2015	Iraq, Afghanistan			
Proposed nationalities FY2016	Iraq, Afghanistan			
Languages available on staff to support the proposed caseload	English, Spanish			
Languages available from within the community of resettlement to support the proposed caseload	English, Spanish, Farsi, Arabic			
Other language resources used	Telephonic interpretation, if needed – access to over 200 languages			

SITE RATIONALE					
Number of other affiliates present	None				
Local overall unemployment rate	As of March 2015: 5.2%				
Available jobs	Oil fields (oil industry jobs) and as interpreters for the local Army				
Average starting wage	There is a pretty large range as the oil fields pay approximately \$20+ per hour, while local jobs are more likely to pay in the \$10 per hour range				
Average monthly rent and availability (Note whether Always, Frequently, Sometimes, or Never Available)	1-Bedroom: \$400 Available: Always 2-Bedroom: \$550 Available: Always 3-Bedroom: \$650 Available: Frequently				
Average wait time for newly arrived refugees to receive a health screening	25 days				

GRIEVANCE AND PROTECTION FROM SEXUAL EXPLOITATION AND ABUSE (PSEA) POLICY						
Indicate whether you have a grievance policy.	<u>X</u> YesNo					
Indicate whether you have incorporated the IASC's six core principles for PSEA in your organization's code of conduct for all staff and volunteers.	<u>X</u> YesNo					

- 1. **Health Care Access and Refugees with Special Needs:** There is limited access to healthcare in general in El Paso as there is a shortage of doctors for the total population of the area. For this reason, we cannot accommodate:
  - Individuals with Mental Health Issues (there are only four major providers in the entire city, and their wait lists are long)
  - Significant medical conditions as there are a limited number of specialists in El Paso
- 2. **Public Outreach:** Given the small number of cases (only four cases total this fiscal year so far), we do not have to do a significant amount of outreach. We are closely connected to exrefugee clients as they serve as US Ties for our new cases. Additionally, given the small

number of cases we resettle, we do not have a huge community impact that needs to be addressed. Issues are addressed on a one-on-one basis with other services providers as the need arises. We are in communication with the State Refugee Coordinator regularly. In FY 2016, we will continue are approach of working with service providers, but will also strengthen community consultation efforts as well.

Projected Contributions to the R&P Program							
Type of Donor	FY2014 Actual Cash	FY2014 Actual In-kind Value	FY2015 Estimated Cash	FY2015 Estimated In-kind Value	FY2016 Projected Cash	FY2016 Projected In-kind Value	
Foundations/ Corporations	0	0	0	0	0	0	
Faith-based/ Community-based Organizations	0	\$1,000	0	\$1,000	0	\$1,000	
Fees for Service	0	0	0	0	0	0	
Individuals	0	0	0	\$3,500	0	\$3,500	
Volunteer Hours/Miles	0	0	0	\$300	0	\$600	
State/County/Local Government: [SOURCE]	0	0	0	0	0	0	
Headquarters	0	0	0	0	0	0	
Affiliate/Sub-office	0	0	0	0	0	0	
Other:	0	0	0	0	0	0	
TOTALS	0	\$1,000	0	\$4,800	0	\$5,100	
TOTALS PER CAPITA	0	\$31.25	0	\$137.14	0	\$145.71	

## Casase137:165-00003851kW-1080um1200tu410e1nt 15120e150117015/11.67/0177/dig 615 aug e1.68 of 216161 175222e1D #: 6498

National A	National Agency Chu		rch World Service	Affiliate Code	TXCWS 04		
Office Sta	ite	Texa	as	Office City	Fort Worth		
Office Na	me	Refu	agee Services of Texas, Inc	e. (RST-Fort Worth)			
Office Ad	dress	1801	l Circle Drive, Ft. Worth,	TX 76119			
	JOIN	T SIT	E	SUB-OFFICE			
	, with which agency	egency LIRS		Sub-office	N/A		
or agencies	s?		LIKS	Administering affiliate	Dallas, TX		
	R&P PR	OGR	AM AFFILATE STAFFING				
R&P FTE paid by R&		&P	R&P FTE paid by other (not including volunteers)	Total Client/FTE Ratio			
FY2015	2.25		0.50	67/1			
FY2016	2.75		0.50	71/1			

21 222 0 12 22 12 22 22 22 22 22 22 22 22 22 22			207			
CASELOAD STATISTICS (number of individuals)		FY2015	183			
(======================================		FY20	183			
PROPOSED FY2016	AF	EA	ECA	LAC	NE/SA	Total
U.S. Tie Capacity	20	45	0	8	55	128
No U.S. Tie Capacity 5		12	0	6	34	102
Total Capacity 70		57	0	14	89	230

FY2014 R&P PERIOD REPORT OUTCOMES							
R&P Period Employment % (individuals):	46.3% (56/121)	R&P Period Out-Migration %	(individuals):	3.9% (8/207)			
Total R&P Period Reports Submitted for FY	92	2/207					
Number of repor	ts showing <b>social</b> s	ecurity card application as lat	te or incomplete	2			
Number of rep	oorts showing <b>enro</b>	llment in cash assistance as lat	te or incomplete	2			
Number of reports	s showing <b>enrollm</b>	ent in medical assistance as lat	te or incomplete	2			
Number of reports s	2						
Nu	3						
Number of reports sl	1						
Number of reports	1						
1	3						
Number of reports showing e	1						
Numb	6						
Number of reports showing that <b>refugee is</b>	6						

RE	CENT/PROPOSED CASELOAD			
Nationalities served FY2014–FY2015	Afghanistan, Bhutan, Burma, Cuba, DR Congo, Eritrea, Iran, Iraq,			
Nationalities served F12014–F12013	Nepal, Somalia, Syria.			
	Afghanistan, Bhutan, Burma, Cuba, DR Congo, El Salvador,			
Proposed nationalities FY2016	Eritrea, Guatemala, Honduras, Iran, Iraq, Nepal, Pakistan,			
	Somalia, Syria.			
Languages available on staff to	Arabic, Burmese, Chin, Farsi, French, Kachin, Karen,			
support the proposed caseload	Kinyarwanda, Kirundi, Lingala, Nepali, Somali, Spanish, Swahili.			
Languages available from within the	Languages listed above, Chin, Dari, Karenni, Karen, Pashto,			
community of resettlement to support	Tigrinya.			
the proposed caseload	Tigimya.			
Other language resources used	Translation Interpretation Network (telephonic interpretation)			
Other ranguage resources used	when RST staff not available (1-2 times per quarter).			

	SITE RATIONALE						
Number of other affiliates present	3						
Local overall unemployment rate	4.1%, March 2015, Bureau of Labor Statistics						
Available jobs	Listed in order of frequency of job placement, from most frequent to least frequent: distribution, packaging, assembly, hospitality, laundry services, CNA positions, food service, retail, janitorial services, food processing, security. Major employer partners include: Express Employment, Professionals (GENCO/ATC), Walmart, Regal Staffing Services (Texas Meat Packers), North Texas Healthcare Laundry, Pro-Tech (Flextronic).						
Average starting wage	The average starting wage in FY 2014 and FY 2015 was \$9.62 per hour. 85% were employed in full-time jobs; 15% were employed part-time. 70% were offered benefits by their employers.						
Average monthly rent and availability (Note whether Always, Frequently, Sometimes, or Never Available)	1-Bedroom: \$550 Available: Always 2-Bedroom: \$600 Available: Always 3-Bedroom: \$700 Available: Always						
Average wait time for newly arrived refugees to receive a health screening	40 days						

GRIEVANCE AND PROTECTION FROM SEXUAL EXPLOITATION AND	ABUSE (PSE	A) POLICY
Indicate whether you have a grievance policy.	<b>Yes</b>	☐ No
Indicate whether you have incorporated the IASC's six core principles for PSEA in your organization's code of conduct for all staff and volunteers.	<b>Yes</b>	☐ No

1. **Health Care Access and Refugees with Special Needs:** RST-Fort Worth cannot accommodate the following medical or special needs: LGBT and severe mental disabilities and/or severe developmental disabilities. RST-Fort Worth continues community outreach to support community resources and capacity for these special needs. Through community consultations,

local resettlement agencies continue to support the health department in decreasing screening delays.

2. **Public Outreach:** RST-Fort Worth is an active participant in community consultations; established consultation committees improve outcomes around mental health access, cultural compentency, language barriers and communication. Outcomes have included increased collaboration with the Seventh Day Adventist Community and upcoming meetings with public transit officials. FY 2015 outreach efforts included meetings with the Fort Worth Mayor Betsy Price, Tarrant County Judge Glen Whitley, a local FBI agent and the local Syrian community. The goal of these outreach efforts is to expand the community understanding of refugee resettlement and associated populations' great potential for integration. RST-Fort Worth conducted 22 presentations with local universities, churches, businesses and external service agencies resulting in the addition of 40 volunteers and 3 internships. The FY 2016 outreach strategy will continue the outreach efforts described above and also include welcoming committees organized within the local Syrian organizations. RST-Fort Worth will add a full time Americorps VISTA member to focus exclusively upon outreach and marketing activities.

rmanciai Resources:										
	Projected Contributions to the R&P Program									
Type of Donor	FY2014 Actual Cash	Actual In-kind Estimated In-kind		FY2016 Projected Cash	FY2016 Projected In-kind Value					
Foundations/ Corporations	\$0	\$0	\$0	\$0	\$1,000	\$0				
Faith-based/ Community-based Organizations	\$6,000	\$21,000	\$5,000	\$19,000	\$7,000	\$21,000				
Fees for Service	\$0	\$0	\$0	\$0	\$0	\$0				
Individuals	\$10,000	\$12,000	\$10,000	\$8,000	\$11,000	\$10,000				
Volunteer Hours/Miles	\$0	\$10,000	\$0	\$11,000	\$0	\$15,000				
State/County/Local Government	\$0	\$0	\$0	\$0	\$0	\$0				
Headquarters	\$4,140	\$0	\$3,660	\$0	\$4,600	\$0				
Affiliate/Sub-office	\$0	\$0	\$0	\$0	\$0	\$0				
Other	\$0	\$0	\$0	\$0	\$0	\$0				
TOTALS	\$20,140	\$43,000	\$18,660	\$38,000	\$23,600	\$46,000				
TOTALS PER CAPITA	\$97	\$208	\$102	\$208	\$103	\$200				

## Casase137:165-00003851kW-1036Cum1200tu4664Int 15120650117015/11.67/097alige 618 aug 4.68 of 1age ID 1452256 ID #: 6501

National Agency			n Immigration and e Service	Affiliate Code	TXLIRS03
Office Sta	te	Texas		Office City	Fort Worth
Office Na	me	Refugee	e Services of Texas,	Inc. (RST)	
Office Ad	dress	1801 Ci	ircle Drive, Fort Wo	rth Texas 76119	
	JOIN	T SITE		SU	UB-OFFICE
If joint site	, with which agency	CWS		Sub-office	N/A
or agencies	?		CWS	Administering affiliate	Dallas, TX
	R&P PR	OGRAM .	AFFILATE STAFFING		
R&P FTE paid by R&F			&P FTE paid by other of including volunteers)	Total Client/FTE Ratio	
FY2015	2.30		1.0	67:1	
FY2016	2.65	0.5		68:1	

CASELOAD STATISTICS (number of individuals)			219				
		FY2015	160				
()		FY2015 Anticipated Arrivals				220	
PROPOSED FY2016	$\mathbf{AF}$	EA	<b>ECA</b>	LAC	NE/SA	Total	
U.S. Tie Capacity	45	20	0	0	60	125	
No U.S. Tie Capacity		10	0	0	45	90	
Total Capacity 8		30	0	0	105	215	

FY2014 R&P PERIOD REPORT OUTCOMES						
R&P Period Employment % (individuals):	41%	R&P Period Out-Migration %	(individuals):	8%		
Total R&P Period Reports Submitted for FY	80 cases/21	19 individuals				
Number of repor	ts showing <b>social s</b>	security card application as lat	e or incomplete	2 cases		
Number of rep	orts showing enro	llment in cash assistance as lat	e or incomplete	2 cases		
Number of reports	s showing enrollme	ent in medical assistance as lat	e or incomplete	2 cases		
Number of reports s	Number of reports showing <b>enrollment in SNAP</b> ( <b>food stamps</b> ) as late or incomplete					
Nu	2 cases					
Number of reports sl	2 cases					
Number of reports	2 cases					
1	2 cases					
Number of reports showing e	1 case					
umb	0 cases					
Number of reports showing that <b>refugee is</b>	unable to identify		e and expenses assistance ends	0 cases		

RECENT/PROPOSED CASELOAD							
Nationalities served FY2014– FY2015	Irac Co	aqi, Bhutanese, Burmese (Chin, Kachin, Karen, Karenni), ongolese, Afghan, Ethiopian, Eritrean, Iranian, Pakistani, omali, Syrian, Afghan					
Proposed nationalities FY2016	Rol Sor	Iraqi, Bhutanese, Burmese (Chin, Kachin, Karen, Karenni, Rohingya), Afghan, Ethiopian, Eritrean, Iranian, Pakistani, Somali, Syrian, Afghan, Congolese, Guatemalan, Honduran, Salvadoran					
Languages available on staff to support the proposed caseload	Sw	abic, Burmese, Chin, Kachin, Karen, Ne ahili, Kinyarwanda, Lingala, Kirundi, S mali					
Languages available from within the community of resettlement to support the proposed caseload	Chi	in, Karenni, Karen, Tigrinya, Pashto, Da	ari, Rohingya				
Other language resources used	inte	Franslation Interpretation Network (telephonic nterpretation) when RST staff is not available (1-2 times er quarter).					
	S	SITE RATIONALE					
Number of other affiliates present		2					
Local overall unemployment rate		4.1 % unemployment rate, 4.2 % job growth rate					
Available jobs		Distribution, packaging, assembly, hospitality, laundry services, CNA positions, food service, retail, janitorial services, food processing (fruit cutting) and security.					
Average starting wage		FY2014: \$9.43 FY2015: \$9.81, FT 85%, PT 15% 70% access health benefits at 90 days					
Average monthly rent and availabit (Note whether Always, Frequently, Sometimes, or Never Available)		1-Bedroom: \$550 Available: Always 2-Bedroom: \$600 Available: Always 3-Bedroom: \$700 Available: Always					
refugees to receive a health screen	Average wait time for newly arrived refugees to receive a health screening 40 days						
		ANCE AND PSEA POLICY	I				
Indicate whether you have a grieva	ance	policy.	X YesNo				
	Indicate whether you have incorporated the IASC's six core principles for PSEA in your organization's code of conduct for all staff and volunteers.  X YesNo						

1. Health Care Access and Refugees with Special Needs: RST Fort Worth cannot accommodate the following medical or special needs: LGBT, severe mental health, and severe developmental disabilities. Services for LGBT refugees are limited in Fort Worth. LGBT refugees frequently move to Dallas post-arrival seeking out a larger LGBT community. Services for severe mental health issues and severe developmental disabilities are limited and not ideal for individuals without strong family support.

- **2. Public Outreach:** RST Fort Worth continues to expand outreach efforts in collaboration with local providers. In FY 2015 outreach efforts included meetings with the Fort Worth Mayor Betsy Price, Tarrant County Judge Glen Whitley, a local FBI agent and the local Syrian community. The goal of outreach efforts is to expand community understanding of refugee resettlement and associated populations' great potential for integration. RST Fort Worth also conducted 22 presentations with local universities, churches, businesses, and external service agencies resulting in the addition of 36 volunteers and six internships. The FY 2016 outreach strategy will continue the outreach efforts described above, and also include a push to recruit welcoming committees within local Syrian organizations to help support R&P client's initial resettlement. RST Fort Worth will add two full time Americorps VISTA member to focus on outreach and marketing activities.
- **3. Financial Resources:** In FY 2014 and FY 2015 RST Fort Worth benefited from in-kind hours and donations from local universities, faith-based organizations, community organizations, individuals, and foundations. In-kind resources are donated to R&P cases and cash is used for R&P operational capacity or direct cash assistance to clients as needed. The FY 2016 resource development plan includes the addition of two AmeriCorps VISTA members who will be assigned to fundraising and outreach activities. FY 2016 anticipated sources of funding are the same as FY 2015. FY 2016 Fundraising efforts are focused on increasing R&P operational and programmatic capacity. RST Forth Worth partners with Service Employment and Redevelopment National to fund two individuals to conduct administrative duties for R&P. This accounts for the .5 paid by other staff in the staff chart. The projected private resources below represent those of LIRS clients only.

	Projected Contributions to the R&P Program									
Type of Donor	FY2014 Actual Cash	FY2014 Actual In-kind Value	al FY2015 Estimated In-kind		FY2016 Projected Cash	FY2016 Projected In-kind Value				
Foundations/ Corporations	\$1,088	\$624	\$0	\$1,268	\$2,000	\$8,000				
Faith-based/ Community-based Organizations	\$3,480	\$12,320	\$10,615	\$7,500	\$10,000	\$15,000				
Fees for Service	\$0	\$0	\$0	\$0	\$	\$0				
Individuals	\$16,000	\$0	\$11,284	\$12,000	\$10,000	\$8,000				
Volunteer Hours/Miles	\$0	\$26,932	\$0	\$24,707	\$0	\$15,000				
State/County/Local Government	\$0	\$0	\$0	\$0	\$0	\$0				
Headquarters	\$0	\$0	\$0	\$0	\$0	\$0				
Affiliate/Sub-office	\$0	\$0	\$0	\$0	\$0	\$0				
Other	\$0	\$0	\$0	\$0	\$0	\$0				
TOTALS	\$20,568	\$39,876	\$21,899	\$45,475	\$22,000	\$46,000				
TOTALS PER CAPITA	\$94	\$182	\$100	\$207	\$102	\$214				

## Casase137:165-00003851kW-1036Cum1200tu460-41nt 15120-650117015/11.67/097aligie 712 aug 4.68. op 21698 ID 145220c ID #: 6504

National A	Agency	USCCB		Affiliate Code	TXUSCC06	
Office Sta	te	Texa	as	Office City	Fort Worth	
Office Na	me	Cath	nolic Charities Fort Worth			
Office Ad	dress	249	W. Thornhill Drive, Fort V	Worth, TX 76115		
	JOIN	T SIT	E	SUB-OFFICE		
	If joint site, with which agency		N/A	Sub-office	N/A	
or agencies	?		14/11	Administering affiliate	N/A	
	R&P PR	OGRA	AM AFFILATE STAFFING	G		
	R&P FTE paid by R&P		R&P FTE paid by other (not including volunteers)	Total Client/FTE Ratio		
FY2015	8.65		0.45	66/1		
FY2016	8.65		0.57	65/1		

G   GTT 0   D GT   TTGTT 0G			600				
CASELOAD STATISTICS (number of individuals)		FY2015	600				
()		FY2015 Anticipated Arrivals				600	
PROPOSED FY2016	AF	EA	ECA	LAC	NE/SA	Total	
U.S. Tie Capacity	50	200	0	20	150	420	
No U.S. Tie Capacity	100	50	0	15	15	180	
Total Capacity	150	250	0	35	165	600	

FY2014 R&P PERIOD REPORT OUTCOMES				
R&P Period Employment % (individuals):	39.93%	39.93% R&P Period Out-Migration % (individuals):		
Total R&P Period Reports Submitted for FY	72014 (number of c	cases/number of individuals):	27	0/600
Number of repor	ts showing <b>social</b> s	security card application as lat	te or incomplete	31
Number of rep	oorts showing enro	llment in cash assistance as lat	te or incomplete	36
Number of reports	s showing <b>enrollm</b>	ent in medical assistance as lat	te or incomplete	37
Number of reports s	howing <b>enrollmen</b>	t in SNAP (food stamps) as lat	te or incomplete	36
Number of reports showing <b>enrollment in ESL</b> as late or incomplete			34	
Number of reports showing enrollment in employment services as late or incomplete			33	
Number of reports showing school enrollment of minor child as late or incomplete			22	
Number of reports showing <b>health screening</b> as late or incomplete			te or incomplete	39
Number of reports showing enrollment in other services as appropriate as late or incomplete			26	
Number of reports showing household income not exceeding expenses			1	
Number of reports showing that <b>refugee is unable to identify source(s) of household income and expenses</b> after R&P assistance ends			1	

REG	CENT/PROPOSED CASELOAD
Nationalities served FY2014–FY2015	Burma, Iraqi, Somali, Congolese, Bhutanese, Sudanese, South Sudanese, Iranian, Afghanis, Ethiopian, Eritrean and Cubans
Proposed nationalities FY2016	Same nationalities served FY14-15, plus Syrian and Burundian
Languages available on staff to support the proposed caseload	Arabic, Amharic, Burmese, Dari, Dinka, Farsi, French, Hindi, Kachin, Kirundi, Kinyarwanda, Lingala, Nepali, Somali, Spanish, Swahili and Urdu
Languages available from within the community of resettlement to support the proposed caseload	Acholi, Amharic, Arabic, Burmese, Chin, Dari, Dinka, Farsi, French, Gujarati, Hindi, Kachin, Karen, Kinyarwanda, Kirundi, Kurdish, Lingala, Luganda, Nepali, Pashto, Persian, Somali, Spanish, Swahili, Tigrigna, Turkish and Urdu
Other language resources used	In-house Translation & Interpretation Network (TIN) with 70+ languages. CCFW uses TIN resources when the staff does not speak the languages. Sometimes CCFW staff use over-the-phone interpretation through in-house Translation & Interpretation Network (TIN) when in-person interpretation is not available.

	SITE RATIONALE
Number of other affiliates present	Refugee Services of Texas's office in Fort Worth is a jointly-operated affiliate of CWS and LIRS.
Local overall unemployment rate	According to BLS, the March 2015 unemployment rate in Texas was 4.2% and in Fort Worth was 4.1%
Available jobs	•Manufacturing •Hospitality •Retail •Custodial •Food production
Average starting wage	The average starting wage is around \$8.50 per hour. Most job placements are full time positions, and most offer some type of subsidized health benefits plan within 6 months of employment.
Average monthly rent and availability (Note whether Always, Frequently, Sometimes, or Never Available)	1-Bedroom: \$601 Available: Always 2-Bedroom: \$701 Available: Always 3-Bedroom: \$852 Available: Frequently
Average wait time for newly arrived refugees to receive a health screening	45 days

GRIEVANCE AND PROTECTION FROM SEXUAL EXPLOITATION AND ABUSE (PSEA) POLICY				
Indicate whether you have a grievance policy.	_X_Yes	No		
Indicate whether you have incorporated the IASC's six core principles for PSEA in your organization's code of conduct for all staff and volunteers.	X_Yes	No		

1. **Health Care Access and Refugees with Special Needs:** CCFW serves refugees with special needs such as serious medical conditions and mental health disorders, but the agency has the following limitations and would generally not be able to accommodate three types of cases:

- (1) CCFW does not generally resettle Class-A medical and mental health conditions; (2) CCFW is not able to resettle cases with no employable adults; (3) CCFW does not currently have a capacity to accommodate large families of eight or more because of a lack of apartment units to house families of this size.
- 2. **Public Outreach:** CCFW shares information with local stakeholders to maximize support for refugees and refugee programming in the community. These outreaches include: (1) Quarterly local community consultations with city and Tarrant County governments and agencies, the Health Department, SNAP, WIC, hospital staff, schools, mainstream and refugee service agencies, apartment owners, and other interested stakeholders; (2) Quarterly regional (Dallas/Fort Worth) consultations with community stakeholders from the broader area, both county Health Departments, mainstream and refugee service agencies, the State Ref. Coordinator and State Ref. Health Coordinator, regional ORR staff, regional Social Security staff, and state agencies including Health & Human Services; (3) Every two months, a local (Tarrant County) consultation between R&P agencies and Ft. Worth School District officials facilitated by the CCFW School Impact Program. In FY16, CCFW will continue outreach activities through local and regional community consultations.
- 3. **Financial Resources:** CCFW receives \$120,000 per year for three years form Job Access Reverse Commute (JARC) to pay for transportation and mobile classroom facilities. Thirty percent of these funds serve refugees in the R&P Program. See chart below.

Projected Contributions to the R&P Program						
Type of Donor	FY2014 Actual Cash	FY2014 Actual In- kind Value	FY2015 Estimated Cash	FY2015 Estimated In-kind Value	FY2016 Projected Cash	FY2016 Projected In- kind Value
Foundations/						
Corporations						
Faith-based/ Community-based Organizations		\$14,948.77		\$16,534.60		\$17,294.51
Fees for Service						
Individuals	\$26,484.41	\$14,948.77	\$30,175.05	\$16,561.86	\$31,561.86	\$17,294.51
Volunteer Hours/Miles		\$13,775.38		\$30,540.22		\$31,943.81
State/County/Local Government: Source : JARC	\$40,000		\$40,000		\$40,000	
Headquarters						
Affiliate/Sub-office						
Other:						
TOTALS	\$66,484.41	\$43,672.92	\$70,175.05	\$63,636.68	\$71,561.86	\$66,532.83
TOTALS PER CAPITA	\$110.81	\$72.79	\$116.96	\$106.06	\$119.27	\$110.89

## Casase137:165-00003851kW-1036Cumbentu4664Int 151206501f015/11.67/077/dg@71430g6168 of 21681D 14536161D #: 6507

National A	Agency	World Relief		Affiliate Code	TXWRRS01
Office Sta	te	TX		Office City	Fort Worth
Office Na	me	WR	Fort Worth	•	
Office Ad	dress	405	9 Bryan Ave		
	JOIN	T SIT	ΓE	S	SUB-OFFICE
	If joint site, with which agency		N/A	Sub-office	N/A
or agencies?			IV/A	Administering affiliate	
	R&P PR	OGR	AM AFFILATE STAFFING	G	
	R&P FTE paid by R&P		R&P FTE paid by other (not including volunteers)	Total Client/FTE Ratio	
FY2015	10.09	10.09 0		45.58969	
FY2016	10.07		0	54.61768	

			582				
CASELOAD STATISTICS (number of individuals)		FY2015	550				
()		FY2015 Anticipated Arrivals				460	
PROPOSED FY2016	AF	EA	ECA	LAC	NE/SA	Total	
U.S. Tie Capacity	100	60	5	15	200	380	
No U.S. Tie Capacity	20	50	0	0	100	170	
Total Capacity	120	110	5	15	300	550	

FY2014 R&P PERIOD REPORT OUTCOMES				
R&P Period Employment % (individuals):	6%, 23/333	R&P Period Out-Migration %	(individuals):	2%, 17/582
Total R&P Period Reports Submitted for FY	Y2014 (number of c	cases/number of individuals):	248 Cases/ :	582 Individuals
Number of repor	rts showing <b>social s</b>	ecurity card application as lat	te or incomplete	0 Cases
Number of rep	oorts showing <b>enro</b>	llment in cash assistance as lat	te or incomplete	7 Cases
Number of reports	s showing <b>enrollm</b>	ent in medical assistance as lat	te or incomplete	16 Cases
Number of reports s	howing <b>enrollmen</b>	t in SNAP (food stamps) as lat	te or incomplete	16 Cases
Nu	mber of reports sho	owing <b>enrollment in ESL</b> as lat	te or incomplete	7 Cases
Number of reports showing <b>enrollment in employment services</b> as late or incomplete			6 Cases	
Number of reports showing school enrollment of minor child as late or incomplete			26 Cases	
Number of reports showing <b>health screening</b> as late or incomplete			98 Cases	
Number of reports showing enrollment in other services as appropriate as late or incomplete			0 Cases	
Numb	er of reports showi	ng household income not exce	eding expenses	4 Cases
Number of reports showing that <b>refugee is</b>	unable to identify		e and expenses assistance ends	0 Cases

RE	CENT/PROPOSED CASELOAD
	Afghan, Burmese (all ethnicities), Bhutanese, Cameroonian,
Nationalities served FY2014–FY2015	Congolese, Cuban, Eritrean, Iraqi, Kurdish, Iranian, Pakistani,
	Punjabi, Somali, Sudanese, Syrian, Ukrainian, and Tajik.
	Afghan, Burmese (all ethnicities), Bhutanese, Cameroonian,
Proposed nationalities FY2016	Congolese, Cuban, Eritrean, Iraqi, Kurdish, Iranian, Pakistani,
	Punjabi, Somali, Sudanese, Syrian, Ukrainian, and Tajik.
Languages available on staff to	Arabic, Burmese, English, Farsi, French, Hindi, Kurdish, Persian,
support the proposed caseload	Spanish, Turkish, Zolmai.
Languages available from within the	Amharic, Bengali, Karen, Karen, Kinyarwanda, Kirundi, Lingala,
community of resettlement to support	Malay, Nepali, Oromo, Rohingya, Somali, Swahili, Tamil,
the proposed caseload	Tigrinya, and Urdu.
Other language recourses used	Pacific Interpreters Language Line (We have seldom had to use
Other language resources used	this service, as we have a strong database of interpreters)

	SITE RATIONALE				
Number of other affiliates present	4				
Local overall unemployment rate	4%				
Available jobs	Cell phone assembly, Amazon.com shipping, Walmart, temp agencies, food services, hotel services, and landscaping.				
Average starting wage	Average wage is \$8.86/hour; approximately 85% of clients receive full-time employment, and approximately 56% of clients receive benefits.				
Average monthly rent and availability (Note whether Always, Frequently, Sometimes, or Never Available)	1-Bedroom: \$600 Available: Frequently 2-Bedroom: \$660 Available: Always 3-Bedroom: \$790 Available: Always				
Average wait time for newly arrived refugees to receive a health screening	33 days				

GRIEVANCE AND PROTECTION FROM SEXUAL EXPLOITATION AND ABUSE (PSEA) POLICY						
Indicate whether you have a grievance policy.	Yes					
Indicate whether you have incorporated the IASC's six core principles for PSEA in your organization's code of conduct for all staff and volunteers.	Yes					

### 1. Health Care Access and Refugees with Special Needs:

The Fort Worth area offers access to quality medical services that meet a variety of physical and mental health needs. However, WR Fort Worth is, generally speaking, unable to accommodate clients needing daily dialysis. Dialysis is available, but there is a waiting period of 2-3 weeks for this service. This delay would not accommodate those in need of this service immediately upon arrival.

### 2. Public Outreach:

WR Fort Worth participates in two quarterly consultation meetings in Fort Worth and greater Dallas/Fort Worth, which include local service providers, school districts, health care providers, apartment managers, and volunteer organizations. Quarterly meetings are also held with representatives of the local school district to discuss arrival trends, refugee housing issues as well as other challenges and successes. In FY2015, the office is working with several churches to form good neighbor teams (co-sponsors). While the office has not had any churches sign up for fully-functioning teams, several have been willing to assist with services, such as apartment set-ups, ESL classes, and transportation to medical appointments. The church mobilization team has also hosted several events with local churches at apartment complexes where a majority of our clients live. The events include: Thanksgiving dinners, Christmas gift bags, and back to school events. The office is also planning a 5K and 10K run to increase public exposure for refugee issues, and raise in-kind donations and volunteer support. WR Fort Worth has also hired a community networking specialist to reach out to local businesses and identify areas for connection between WR Fort Worth, employers, and refugees. WR Fort Worth plans to pursue similar activities and expand outreach in FY2016. The office will focus on initiating Good Neighbor Teams that will volunteer long-term with refugees. The office is also working with the Texas Food Bank to deliver a truck of food to an apartment complex, and utilize church groups to assist with dispersing food. This partnership will provide fresh fruits and vegetables for refugees, and create further opportunities for refugees to form relationships with members and organizations in the local community.

	Projected Contributions to the R&P Program							
Type of Donor	FY2014 Actual Cash	Actual In-kind Estimated In-kind		FY2016 Projected Cash	FY2016 Projected In-kind Value			
Foundations/ Corporations				\$25,000	\$10,000	\$30,000		
Faith-based/ Community-based Organizations	\$5,000	\$20,000	\$7,500	\$20,000	\$10,000	\$25,000		
Fees for Service								
Individuals	\$5,000	\$17,500	\$5,000	\$10,000	\$15,000	\$15,000		
Volunteer Hours/Miles		\$75,000		\$75,000		\$80,000		
Local Government								
Headquarters								
Affiliate/Sub-office								
Other:								
TOTALS	\$10,000	\$112,500	\$12,500	\$130,000	\$35,000	\$150,000		
TOTALS PER CAPITA	\$17	\$193	\$23	\$236	\$64	\$273		

Casase137:165-00003851kW-1260um1200tu46641nt 15120e50117015/11.67/07716je 717720je168 op216je10 17576je10 #: 6510

## Casase137:165-00003851kW-1080um1200tu4604Int 81206501f015/11.67/097/dig@ 78/auf4.68 of 26/8 id 18/206501f015/11.67/097/dig@ 78/auf4.68 of 26/8 id 18/2065016/dig@ 78/auf4.68 of 26/8 id 18/2066016/dig@ 78/2066016/dig@ 78/206016/dig@ 78/206016/dig@ 78/206016/dig@ 78/206016/dig@ 78/206016/dig@ 78/206016/dig@ 78/206016/dig@ 78/206016/dig@ 78/206016/dig@ 78/2060

National A	Agency	Church World Service	Affiliate Code	TXCWS 01
Office Sta	ite	Texas	Office City	Houston
Office Na	me	Interfaith Ministries for Greate	er Houston (IM)	
Office Ad	dress	3303 Main Street, Houston, TX	X 77002-9322	
	JOIN	T SITE	S	UB-OFFICE
	, with which agency			N/A
or agencies	s?	Divilvi	Administering affiliate	N/A
	R&P PR	OGRAM AFFILATE STAFFIN	G	
	R&P FTE paid by other (not including volunteers)		Total Client/FTE Ratio	
FY2015	3.93	0.08	65/1	
FY2016	4.13	0.08	71/1	

		FY2014 Actual Arrivals				282		
CASELOAD STATISTICS (number of individuals)		FY2015 Acknowledged Capacity				275		
(=======)		FY2015 Anticipated Arrivals			260			
PROPOSED FY2016	AF	EA	ECA	LAC	NE/SA	Total		
U.S. Tie Capacity	35	30	0	20	140	225		
No U.S. Tie Capacity 3		10	0	0	30	75		
Total Capacity	70	40	0	20	170	300		

FY20	FY2014 R&P PERIOD REPORT OUTCOMES					
R&P Period Employment % (individuals):	9.6% (17/178)	R&P Period Out-Migration %	(individuals):	2.8% (8/282)		
Total R&P Period Reports Submitted for FY	72014 (number of c	cases/number of individuals):	11	7/282		
Number of repor	ts showing <b>social</b> s	security card application as lat	te or incomplete	0		
Number of rep	oorts showing <b>enro</b>	llment in cash assistance as lat	te or incomplete	0		
Number of reports	s showing <b>enrollm</b>	ent in medical assistance as lat	te or incomplete	0		
Number of reports s	howing <b>enrollmen</b>	t in SNAP (food stamps) as lat	te or incomplete	0		
Nu	0					
Number of reports sl	nowing enrollment	t in employment services as lat	te or incomplete	0		
Number of reports	0					
1	0					
Number of reports showing e	nrollment in othe	r services as appropriate as lat	te or incomplete	0		
Numb	5					
Number of reports showing that <b>refugee is</b>	unable to identify		e and expenses assistance ends	5		

REG	CENT/PROPOSED CASELOAD		
Nationalities served FY2014–FY2015	Afghanistan, Bhutan, Burma, Burundi, Cuba, DR Congo, Eritrea, Ethiopia, Iran, Iraq, Liberia, Somalia, Syria, Vietnam.		
Proposed nationalities FY2016	Afghanistan, Bhutan, Burma, Burundi, Cuba, DR Congo, El Salvador, Eritrea, Ethiopia, Guatemala, Honduras, Iran, Iraq, Rwanda, Somalia, Sudan, Syria and Vietnam.		
Languages available on staff to support the proposed caseload	Amharic, Arabic, Bengali, French, Hindi, Kinyarwanda, Kirundi, Lingala, Luganda, Mai Mai, Nepali, Somali, Spanish, Swahili.		
Languages available from within the community of resettlement to support the proposed caseload	Languages listed above, Burmese, Dari, Farsi, Pashto, Urdu.		
Other language resources used	Translation services are available through 2 resettlement agencies in Houston, used infrequently. Telephonic interpretation services, such as Day Interpreters, are also available. IM rarely uses telephonic interpretation.		

	SITE RATIONALE							
Number of other affiliates present	5							
Local overall unemployment rate	4.2%, March 2015, Bureau of Labor Statistics							
Available jobs	Listed in order of frequency of job placement, from most frequent to least frequent: hospitality, service, light industrial, assembly, retail, manufacturing. Major employer partners include: Tromontina, Spiritek International, RandStad.							
Average starting wage	The average starting wage in FY 2014 and FY 2015 was \$8.75 per hour. 90% were employed in full-time jobs; 10% were employed part-time. 70% were offered benefits by their employers.							
Average monthly rent and availability (Note whether Always, Frequently, Sometimes, or Never Available)	1-Bedroom: \$685 Available: Always 2-Bedroom: \$835 Available: Always 3-Bedroom: \$985 Available: Frequently							
Average wait time for newly arrived refugees to receive a health screening	10 days							

GRIEVANCE AND PROTECTION FROM SEXUAL EXPLOITATION AND	ABUSE (PSE	EA) POLICY
Indicate whether you have a grievance policy.	⊠ Yes	☐ No
Indicate whether you have incorporated the IASC's six core principles for PSEA in your organization's code of conduct for all staff and volunteers.	⊠ Yes	☐ No

1. **Health Care Access and Refugees with Special Needs:** IM can accommodate all medical needs, case compositions and sizes. Houston is home to the world's largest medical provider, offering medical care and subspecialties, as well as expertise in working with international patients. IM may not be able to accommodate cases with some mental health needs due to limitations in local mental health care providers. IM continues local efforts to improve mental

health care access for refugees.

2. **Public Outreach:** IM is a leader in a robust local quarterly consultation process, including multiple community organizations and service providers. IM has championed such positive consultation outcomes as a housing working group and localized Employment Authorization Document processing. FY 2016 consultations will focus on services for arriving populations and increased mental health services. In addition to community consultations, the IM Refugee Services Task Force, board members, refugee services (RS) director and volunteers conduct ongoing, strategic outreach activities to faith communities and community organizations. The RS director is a member of the advisory committee for World Refugee Day, in coordination with mayor's office on immigrant and refugee affairs. In FY 2015, the RS director was interviewed by the Houston Chronicle and La Voz newspaper speaking about Syrian refugees and Cuban parolees, respectively. In June 2014 IM launched its first Eid for Refugees event delivering welcoming baskets to 50 refugee families. Cooperative Baptist Fellowship distributed Easter welcoming baskets to 50 families. As a result of IM outreach efforts, Costco department store provided twice a week donation of housewares, food and furniture. TXU electricity provider also waived the electricity connection deposit, saving clients an average \$295 per household. Through private donor development in FY 2015, RS was financially supported by a generous donation from a private staffing agency in the amount of \$60,000 for client assistance and \$10,000 from the Frees Foundation for operating expenses (CWS' portion is \$31,200 and \$5,200 respectively). In FY 2015 IM will host its fifth annual For All Humanity Luncheon and a continuation of the client assistance support from the staffing agency. IM will also coordinate the second Eid for Refugees in July 2015.

I maneral resources:	Thancai Resources.								
	Projected Contributions to the R&P Program								
Type of Donor	FY2014 Actual Cash	FY2014 Actual In- kind Value	FY2015 Estimated Cash	FY2015 Estimated In-kind Value	FY2016 Projected Cash	FY2016 Projected In-kind Value			
Foundations/	\$17,500	\$28,285	\$17,500	\$26,078	\$17,500	\$30,090			
Corporations									
Faith-based/	\$28,440	\$2,500	\$28,440	\$2,500	\$28,440	\$3,000			
Community-based									
Organizations									
Fees for Service	\$0	\$0	\$0	\$0	\$0	\$0			
Individuals	\$1,500	\$2,500	\$1,500	\$4,000	\$2,000	\$5,000			
Volunteer Hours/Miles	\$0	\$10,000	\$0	\$12,000	\$0	\$13,000			
State/County/Local Government	\$0	\$0	\$0	\$0	\$0	\$0			
Headquarters	\$5,640	\$0	\$5,200	\$0	\$6,000	\$0			
Affiliate/Sub-office	\$0	\$0	\$0	\$0	\$0	\$0			
Other	\$0	\$50,189	\$0	\$44,645	\$0	\$54,725			
TOTALS	\$53,080	\$93,474	\$52,640	\$89,223	\$53,940	\$105,815			
TOTALS PER CAPITA	\$188	\$331	\$191	\$324	\$180	\$353			

## Casase137:165-00003851kW-1080um1200tu46041nt 15120650117015/11.67/077/dig 76 812 aug 41.68 op 21638 id 152366 id 1523666 id 152366 id 15

National A	Agency	ECDC		Affiliate Code	TXECDC01
Office Sta	te	Tex	as	Office City	Houston
Office Na	me	Alli	ance for Multicultural Con	nmunity Services (AMC	S)
Office Ad	dress	644	0 Hillcroft Avenue, # 411,	Houston, TX 77081	
	JOIN	T SIT	TE .	S	UB-OFFICE
	, with which agency		N/A	Sub-office	N/A
or agencies	?		IVA	Administering affiliate	N/A
	R&P PR	OGR	AM AFFILATE STAFFING	G	
	R&P FTE paid by R	R&P FTE paid by other (not including volunteers)		Total Client/FTE Ratio	
FY2015	11.50		.60	58:1	
FY2016	11.75		.80	60:1	

		FY2014 Actual Arrivals				726		
CASELOAD STATISTICS (number of individuals)		FY2015 Acknowledged Capacity				700		
		FY2015 Anticipated Arrivals				700		
PROPOSED FY2016	AF	EA	ECA	LAC	NE/SA	Total		
U.S. Tie Capacity	25	125	0	25	250	425		
No U.S. Tie Capacity	150	50	0	15	110	325		
Total Capacity	175	175	0	40	360	750		

FY20	FY2014 R&P PERIOD REPORT OUTCOMES				
R&P Period Employment % (individuals):	49.2%	R&P Period Out-Migration %	(individuals):	3.0%	
Total R&P Period Reports Submitted for FY	(2014 (number of c	cases/number of individuals):	325 cases/7	26 individuals	
Number of repor	ts showing <b>social</b> s	security card application as lat	e or incomplete	7 cases	
Number of rep	orts showing <b>enro</b>	llment in cash assistance as lat	e or incomplete	9 cases	
Number of reports	s showing enrollm	<b>ent in medical assistance</b> as lat	e or incomplete	9 cases	
Number of reports s	howing <b>enrollmen</b>	t in SNAP (food stamps) as lat	e or incomplete	11 cases	
Nu	mber of reports sho	owing <b>enrollment in ESL</b> as lat	e or incomplete	12 cases	
Number of reports showing <b>enrollment in employment services</b> as late or incomplete					
Number of reports	showing school e	nrollment of minor child as lat	e or incomplete	11 cases	
1	Number of reports s	showing health screening as lat	e or incomplete	8 cases	
Number of reports showing e	nrollment in othe	r services as appropriate as lat	e or incomplete	9 cases	
Numb	er of reports showi	ng household income not exce	eding expenses	15 cases	
Number of reports showing that <b>refugee is</b>	unable to identify		e and expenses assistance ends	15 cases	

### Casase137:1157-00.0038-51KW-126Cum1200tu416-eInt 1812-0650117015/11.67/097digi@812-aage162 op216961D 18536961D #: 6515

REG	RECENT/PROPOSED CASELOAD						
Nationalities served FY2014–FY2015	Afghan, Bhutanese, Burmese, Burundi, Congolese, Cuban, Ethiopian, Eritrean, Iranian, Iraqi, Rwandan, Somali, and Sudanese.						
Proposed nationalities FY2016	Afghan, Bhutanese, Burmese, Burundi, Congolese, Cuban, Ethiopian, Eritrean, Iranian, Iraqi, Rwandan, Somali, Sudanese, and Syrian.						
Languages available on staff to support the proposed caseload	Arabic, French, Kinyarwanda, Lingala, and Swahili.						
Languages available from within the community of resettlement to support the proposed caseload	Amharic, Burmese, Cambodian, Chin, Dari, Farsi, Hindi, Kachin, Karenni, Kirundi, Pashto, Somali, Nepali, Tigrinya, and Urdu.						
Other language resources used	AMCS has an in-house interpreter program that can be used as needed either by telephone or in person depending upon the circumstances.						

	SITE RATIONALE							
Number of other affiliates present	4							
Local overall unemployment rate	4.3% as of February 2015							
Available jobs	Assembly, hospitality, restaurants, food processing, security, clerical/office, valet parking, drivers, and construction.							
Average starting wage	FY 2014-Full-time positions started at \$8.75 per hour. Part-time positions started at \$9.10 per hour. 60 percent of employed clients were offered benefits.  FY 2015-Full-time positions start at \$9.25 per hour. Part-time positions start at \$10.25 per hour. 60 percent of employed clients are offered benefits.							
Average monthly rent and availability (Note whether Always, Frequently, Sometimes, or Never Available)	1-Bedroom: \$625 - \$750 Available: Always 2-Bedroom: \$825 - \$945 Available: Always 3-Bedroom: \$980 - \$1,150 Available: Frequently							
Average wait time for newly arrived refugees to receive a health screening	<u>7-10</u> days							

GRIEVANCE AND PROTECTION FROM SEXUAL EXPLOITATION AND	ABU	SE (PSE	A) POLICY
Indicate whether you have a grievance policy.	X	Yes	No
Indicate whether you have incorporated the IASC's six core principles for PSEA in your organization's code of conduct for all staff and volunteers.	X	Yes	No

1. **Health Care Access and Refugees with Special Needs:** AMCS is able to serve all refugees, regardless of case composition, size, medical condition, and special needs. There are no cases that we are unable to serve. We are working on enhancing health services for refugees by

utilizing local resources to serve clients who have complex, chronic health and mental health conditions.

2. Public Outreach: In FY 2015, the AMCS successfully conducted a health workshop in collaboration with Harris County Health System. The workshop promoted the quality of refugees' health and hygiene and taught individuals how to navigate the public health system, clinics, and pharmacies. Also, AMCS has hosted several job fairs and hiring events that allowed potential employers to interview and hire refugees on the spot, while also giving them an opportunity to learn about the different refugee programs we offer. AMCS is the main organizing partner of the annual World Refugee Day event in Houston, which results in greater community awareness about the refugee integration process while giving refugees and their neighbors a chance to bridge cultures. AMCS holds consultation meetings with local- and state-level officials and attends United Way interagency meetings to discuss refugee programs and the impact of refugees in the community, and to help increase public awareness about resettlement issues. In FY 2016, the AMCS will develop a communications plan for outreach to key local communities and stakeholders. AMCS will engage and focus on extending outreach activities to community organizations, such as social service and health organizations, law enforcement, educational institutions, community councils, and volunteer groups in order to promote local integration. The Houston Refugee Consortium and other refugee service providers are utilizing Vista Volunteers to help strengthen the capacity to serve refugee communities in Houston in the areas of health, education, community outreach, and economic opportunity. We will hold regular meetings with stakeholders to discuss ways to help refugees integrate in their local communities.

	Projected Contributions to the R&P Program								
Type of Donor	FY2014 Actual Cash	FY2014 Actual In-kind Value	FY2015 Estimated Cash	FY2015 Estimated In-kind Value	FY2016 Projected Cash	FY2016 Projected In-kind Value			
Foundations/ Corporations	\$5,000	\$20,000	\$25,000	\$18,325	\$25,000	\$0			
Faith-based/ Community-based Organizations	\$0	\$0	\$0	\$0	\$0	\$0			
Fees for Service	\$55,000	\$0	\$76,700	\$0	\$80,000	\$0			
Individuals	\$0	\$0	\$0	\$43,010	\$0	\$45,000			
Volunteer Hours/Miles	\$0	\$47,000	\$0	\$61,335	\$0	\$70,000			
State/County/Local Government: [SOURCE]	\$0	\$0	\$0	\$0	\$0	\$0			
Headquarters	\$0	\$0	\$0	\$0	\$0	\$0			
Affiliate/Sub-office	\$0	\$0	\$0	\$0	\$0	\$0			
Other:	\$0	\$0	\$0	\$0	\$0	\$0			
TOTALS	\$60,000	\$67,000	\$101,700	\$122,670	\$105,000	\$115,000			
TOTALS PER CAPITA	\$82.65	\$92.23	\$145.29	\$175.24	\$140.00	\$153.33			

# Casase17:15-00003851kW-1050um1200tu4640t B1106501f015/1167/077/dig 814 auf e1.68 of 168 of 16

National A	Agency		Domestic and Foreign sionary Society	Affiliate Code	TXDFMS01
Office Sta	te	Texa	as	Office City	Houston
Office Na	me	Inter	faith Ministries for Greate		
Office Ad	dress	3303	Main Street, Houston, T	X, 77002	
	JOIN	T SIT	E	S	UB-OFFICE
	, with which agency	CWS		Sub-office	N/A
or agencies	3?			Administering affiliate	N/A
	RP PRO	OGRA	M AFFILATE STAFFING		
RP FTE paid by R		P RP FTE paid by other		Total Client/FTE Ratio	
FY2015	3.9 0.08		73/1		
FY2016	72016 4.03		0.08	68/1	

CASELOAD STATISTICS (number of individuals)			267			
		FY2015 Acknowledged Capacity				265
()		FY2015 Anticipated Arrivals				90
PROPOSED FY2016	AF	EA	ECA	LAC	NE/SA	Total
US Tie Capacity	10	10	0	20	140	180
No US Tie Capacity	40	15	0	20	25	100
Total Capacity	50	25	0	40	165	280

FY2014 RP PERIOD REPORT OUTCOMES						
RP Period Employment % (individuals):	riod Employment % (individuals): 9.09% RP Period Out-Migration % (individuals):					
Total RP Period Reports Submitted for FY2	2014 (number of ca	ses/number of individuals):	114 cases /	267 individuals		
Number of repor	ts showing <b>social</b> s	security card application as lat	e or incomplete	0		
Number of rep	oorts showing enro	llment in cash assistance as lat	e or incomplete	0		
Number of reports	s showing <b>enrollm</b>	<b>ent in medical assistance</b> as lat	e or incomplete	0		
Number of reports s	Number of reports showing <b>enrollment in SNAP</b> ( <b>food stamps</b> ) as late or incomplete					
Nu	1					
Number of reports sl	1					
Number of reports	0					
1	0					
Number of reports showing e	0					
Numb	0					
Number of reports showing that <b>refugee is</b>	unable to identify		e and expenses assistance ends	2		

## Casase13:1:5-0003851KW-1050un1emtu46eInt 820e501F015/1.67/0F7dig@ 88 aufe168 of 26 eID #: 6518 FY2016 Affiliate/Sub-office Abstract

RE	RECENT/PROPOSED CASELOAD						
Nationalities served FY2014–FY2015	Afghanistan, Bhutan, Burma, Cuba, Democratic Republic of Congo, Eritrea, Ethiopia, Iraq, Iran, Somalia						
Proposed nationalities FY2016	Afghanistan, Bhutan, Burma, Cuba, Democratic Republic of Congo, El Salvador, Guatemala, Honduras, Eritrea, Ethiopia, Iran, Iraq, Rwanda, Somalia, Sudan, Syria.						
Languages available on staff to support	Amharic, Arabic, Bengali, French, Hindi, Kinyarwanda, Kirundi,						
the proposed caseload	Lingala, Luganda, Mai Mai, Nepali, Somali, Spanish, and Swahili						
Languages available from within the	Amharic, Burmese, Arabic, Bengali, Dari, Farsi, French, Hindi,						
community of resettlement to support the	Kinyarwanda, Kirundi, Lingala, Luganda, Mai Mai, Nepali, Pashto,						
proposed caseload	Somali, Spanish, Swahili, Urdu.						
Other language resources used	In-person translation services are available through two other Houston resettlement agencies. Phone interpretation services are available at Day						
2	Interpreters, but IM has not needed to use these resources to date.						

SITE RATIONALE								
Number of other affiliates present	Four							
Local overall unemployment rate	4.2% March 2015, Bureau of Labor Statistics							
Available jobs	Hospitality/service industry, Light industrial/Assembly, retail, manufacturing and manufacturing.							
Average starting wage	The average starting wage was \$8.75 per hour. Approximately, 90% were employed in full-time jobs; 10% were employed part-time; and 70% were offered benefits by their employers.							
Average monthly rent and availability	1-Bedroom: \$685 Available: Always 2-Bedroom: \$835 Available: Always 3-Bedroom: \$985 Available: Frequently							
Average wait time for newly arrived refugees to receive a health screening	10 days							
GRIEVANCE AND PROTECTION	FROM SEXUAL EXPLOITATION AND ABUSE (PSEA) POLICY							
Indicate whether you have a grievance policy.  _X_Yes								
Indicate whether you have incorporated the IASC's six core principles for PSEA in your organization's code of conduct for all staff and volunteers.  _X_Yes								

- 1. Health Care Access and Refugees with Special Needs: IM is able to accommodate all medical cases assigned to it, as health care access is available through the Texas Medical Center. This facility offers a wide variety medical care and subspecialists, as well as expertise in working with international patients. IM can accept limited mental health cases due to the shortage of local mental health providers, who rarely accept traditional Medicaid for Health Coverage.
- **2. Public Outreach:** *Outreach and Education:* Through its outreach efforts, Interfaith Ministries (IM) seeks to mitigate the risk of unfavorable public opinion about resettlement as a result of the economy and unemployment. The IM Interfaith Relations department holds dinner dialogues, women's gatherings, and interfaith discourse to enlist support for refugees. IM Refugee Services (RS) Task Force, including board members, RS Director, and volunteers, conducts ongoing outreach activities to houses of worship and community organizations. In FY15, outreach

## Casase13:155-00003851KW-1060un1200tu46eInt 810e501F0156167/0F7dig@ 817agie168 oPiageID 1F3agie1D #: 6519 FY2016 Affiliate/Sub-office Abstract

was conducted with approximately 16 churches, houses of worship and community partners, and expects to reach out to 20 such partners in FY16.

Engagement: In June 2014, IM launched its first Eid for Refugees event, organized by group of Muslim Pakistani women, IM board members and volunteers. The group delivered welcoming baskets to 50 refugee families. The second Eid for Refugees is planned for June 2015, a project which will continue in FY16. Cooperative Baptist Fellowship distributed Easter welcoming baskets to 50 families. Christian Community Services Center distributed school supplies and vouchers for school uniforms to 35 families. IM is preparing to host its fifth annual For All Humanity Luncheon in November 2015, an educational and fundraising event which will honor a community member who impacted the community, as well as highlight refugee success stories. Partnerships: The RS Director is a member of the Advisory Committee for World Refugee Day, in coordination with Mayor's Office on Immigrant and Refugee Affairs, which provides numerous opportunities for networking with partners. FY15 outreach to and collaboration with community partners yielded: a \$10,000 from the Frees Foundation for RS operating expenses; Costco department store to pick-up donation of housewares, food and furniture twice weekly; coordination with Presbyterian Disaster Assistance to receive a 53-foot long truck of donated comforters and housewares, which IM shared with other Houston resettlement agencies; waived electricity connection deposit fees for EMM clients thanks to TXU, averaging a savings of \$295 per household; a \$60,000 donation from a private staffing agency for client assistance, which IM expects will continue in FY16.

Communications and media: In FY15, the RS director was interviewed by the Houston Chronicle and spoke about the refugee population in Houston and the anticipated Syrian refugee arrivals. The director was also interviewed by the La Voz newspaper, the Spanish version of the Houston Chronicle and spoke about the Cuban parolees.

	Projected Contributions to the RP Program									
Type of Donor	FY2014 Actual Cash	FY2014 Actual In- kind Value	FY2015 Estimate d Cash	FY2015 Estimated In-kind Value	FY2016 Projected Cash	FY2016 Projected In- kind Value				
Foundations/ Corporations	\$17,500	\$26,780	\$17,500	\$29,087	\$17,500	\$28,084				
Faith-based/ Community-based Organizations	\$23,700	\$2,500	\$26,070	\$2,500	\$26,070	\$3,000				
Fees for Service	\$0	\$0	\$0	\$0	\$0	\$0				
Individuals	\$1,500	\$2,500	\$1,500	\$4,000	\$2,000	\$5,000				
Volunteer Hours/Miles	\$0	\$10,000	\$0	\$12,000	\$0	\$13,000				
State/County/Local Government:	\$0	\$0	\$0	\$0	\$0	\$0				
Headquarters	\$0	\$0	\$0	\$0	\$0	\$0				
Affiliate/Sub-office	\$0	\$0	\$0	\$0	\$0	\$0				
Other:	\$0	\$54,592	\$0	\$60,388	\$0	\$56,365				
TOTALS	\$42,700	\$96,372	\$45,070	\$107,975	\$45,570	\$105,449				
TOTALS PER CAPITA	\$160	\$361	\$170	\$407	\$163	\$377				

## Casase137:165-00003851kW-1080um1200tu46041nt 15120e150117015/11.67/0177/dig 817 aug 41.68 of 216161 117549410 #: 6520

National A	A Genev		heran Immigration and ugee Service	Affiliate Code	TXLIRS06			
Office Sta	te	Tex	as	Office City	Houston			
Office Na	me	Refugee Services of Texas, Inc. (RST)						
Office Ad	dress	606	5 Hillcroft Street, Suite	513, Houston TX 770	81			
	JOIN	T SIT	TE	UB-OFFICE				
	, with which agency	N/A		Sub-office	N/A			
or agencies	?		IV/A	Administering affiliate	Dallas, TX			
	R&P PR	OGR	AM AFFILATE STAFFING	G				
	R&P FTE paid by R&P		R&P FTE paid by other (not including volunteers)	Total Client/FTE Ratio				
FY2015	3.0		3.0 0.5					
FY2016	3.1		3.1		3.1 0.5		69:1	

			214				
CASELOAD STATISTICS (number of individuals)		FY2015 Acknowledged Capacity				200	
(======================================		FY2015 Anticipated Arrivals				245	
PROPOSED FY2016	AF	EA	ECA	LAC	NE/SA	Total	
U.S. Tie Capacity	20	15	0	35	105	175	
No U.S. Tie Capacity	30	10	0	5	30	75	
Total Capacity	50	25	0	40	135	250	

FY2014 R&P PERIOD REPORT OUTCOMES						
R&P Period Employment % (individuals):	32%	R&P Period Out-Migration %	(individuals):	7%		
Total R&P Period Reports Submitted for FY	Total R&P Period Reports Submitted for FY2014 (number of cases/number of individuals): 89 cases/2					
Number of report	ts showing <b>social s</b>	ecurity card application as lat	e or incomplete	1 case		
Number of rep	oorts showing <b>enro</b> l	llment in cash assistance as lat	e or incomplete	1 case		
Number of reports	Number of reports showing <b>enrollment in medical assistance</b> as late or incomplete					
Number of reports s	2 cases					
Nu	1 case					
Number of reports sl	1 case					
Number of reports	0 cases					
1	Number of reports s	howing <b>health screening</b> as lat	e or incomplete	2 cases		
Number of reports showing e	nrollment in other	r services as appropriate as lat	e or incomplete	2 cases		
Numb	er of reports showi	ng household income not exce	eding expenses	0 cases		
Number of reports showing that <b>refugee is</b>	unable to identify		e and expenses assistance ends	0 cases		

RECENT/PROPOSED CASELOAD						
Nationalities served FY2014-		qi, Burmese (Chin, Karen, Kachin), Af				
FY2015		nali, Congolese, Iranian, Cuban, Eritre				
Dramand nationalities EV2016		raqi, Burmese (Chin, Karen, Kachin, Rohingya), Afghan,				
Proposed nationalities FY2016		atanese, Somali, Congolese, Iranian, C iopian	uoan, Erurean,			
Languages available on staff to support the proposed caseload	_	ian, Salvadoran, Guatemalan, Hondura				
Languages available from within	Ara	bic, Burmese, Chin (Falam, Hakha, M	izo, Thanthlang			
the community of resettlement to	Zop	ohei), Rohingya, Karen, Kachin, French	h, Kurdish,			
support the proposed caseload	Nej	pali, Spanish, Farsi, Kirundi, Kiswahil	i, Lingala, Somali			
Other language resources used		nslation and Interpretation Network (bringly when staff is not available).	y phone, used			
SITE RATIONALE						
Number of other affiliates present		4				
Local overall unemployment rate		Unemployment rate 4%; Job growth rate 2.96%				
Available jobs		Manufacturing/factory, retail, hotel, restaurant,				
Available jobs		warehouse, cleaning				
		FY2014: \$8.98				
Average starting wage		FY2015: \$9.73, 75% receive health benefits at 90 days,				
		85% FT, 15% PT				
Average monthly rent and available	•	1-Bedroom: <u>\$650</u> Available: A	-			
(Note whether Always, Frequently	,	2-Bedroom: <u>\$750</u> Available: <u>A</u>				
Sometimes, or Never Available)		3-Bedroom: <u>\$1000</u> Available: <u>F</u>	<u>Frequently</u>			
Average wait time for newly arrive	ed	25 to 20 days				
refugees to receive a health screen	ing	25 to 30 days				
GRI	EVA	NCE AND PSEA POLICY				
Indicate whether you have a grieva	Indicate whether you have a grievance policy.  X YesNo					
Indicate whether you have incorpord PSEA in your organization's code		If the IASC's six core principles for conduct for all staff and volunteers.	X YesNo			

- 1. **Health Care Access and Refugees with Special Needs:** RST Houston is not able to accommodate the following special needs: cases with severe mental health issues, severe physical or developmental disabilities, and elderly who need home nurse aides upon arrival and do not have family caregivers or U.S. ties to provide immediate care. RST Houston is not able to provide home health care while a client is awaiting Medicaid eligibility.
- 2. **Public Outreach:** RST Houston collaborates closely with the Houston Refugee Consortium and Lutheran Gulf Coast Synod to conduct outreach. In FY 2015 RST Houston conducted 15 outreach presentations in order to recruit volunteers and donors. As a result, 39 individuals, three schools, two universities, one grocery store, two restaurants, and two ethnic mutual support associations participated in the R&P program by offering volunteer hours and in-kind donations. RST Houston is actively addressing the rising cost of rental rates through a housing working group.

RST Houston also continues to facilitate a medical case management working group to connect resettlement agencies with medical professionals. FY 2016 outreach plans include incorporating a full time AmeriCorps VISTA member to focus exclusively on outreach activities. Outreach plans include presentations to individual donors and family foundations, as well as continued outreach through the Houston Consortium.

3. **Financial Resources:** In FY 2014 and FY 2015 RST Houston coordinated cash and in-kind donations and volunteer hours through partnerships with local faith based organizations, schools and universities, community groups, and local businesses. In addition, a corporate foundation made a cash contribution. Resources are used for direct client services such as clothing, school uniforms and supplies, bilingual dictionaries, food, household items, and furniture. RST Houston received \$2,000 from LIRS in FY 2015 for CAM AOR outreach activity. RST Houston hosts a senior adult volunteer through a federal program to assist with R&P administrative tasks (.5 FTE paid by other). FY 2016 resource development plans include the addition of two AmeriCorps VISTA members charged with fundraising and marketing/outreach. VISTA members are supervised by an administrative level development director. Anticipated sources of funding for FY 2016 are the same as in FY 2015. Resources developed during FY 2016 will be invested in the R&P program operational capacity and programming.

	Projected Contributions to the R&P Program								
Type of Donor	FY2014 Actual Cash	FY2014 Actual In-kind Value	FY2015 Estimated Cash	FY2015 Estimated In-kind Value	FY2016 Projected Cash	FY2016 Projected In-kind Value			
Foundations/ Corporations	\$1,000	\$3,000	\$2,000	\$2,000	\$2,000	\$4,000			
Faith-based/ Community-based Organizations	\$9,000	\$18,000	\$8,000	\$23,000	\$10,000	\$26,000			
Fees for Service	\$0	\$0	\$0	\$0	\$0	\$0			
Individuals	\$12,000	\$10,000	\$15,000	\$16,000	\$13,000	\$15,000			
Volunteer Hours/Miles	\$0	\$12,000	\$0	\$5,000	\$0	\$8,000			
State/County/Local Government	\$0	\$0	\$0	\$0	\$0	\$0			
Headquarters	\$0	\$0	\$0	\$2,000	\$0	\$0			
Affiliate/Sub-office	\$0	\$0	\$0	\$0	\$0	\$0			
Other	\$0	\$0	\$0	\$0	\$0	\$0			
TOTALS	\$22,000	\$43,000	\$25,000	\$49,000	\$25,000	\$53,000			
TOTALS PER CAPITA	\$103	\$201	\$102	\$200	\$100	\$212			

## Casase137:165-00003851kW-1080um1200tu410e1nt 15120e150117015/11.67/097aligie 919 augie1.08 op 2163e1D 1453e1D #: 6523

National A	Agency	USCCB		Affiliate Code	TXUSCC07
Office Sta	te	Tex	as	Office City	Houston
Office Na	me	Catl	holic Charities of the Arch	diocese of Galveston-He	ouston
Office Ad	dress	290	0 Louisiana Street, Housto	n, TX 77006	
	JOIN	T SIT	TE .	S	SUB-OFFICE
	, with which agency		N/A	Sub-office	N/A
or agencies	?		IVA	Administering affiliate	N/A
	R&P PR	OGR	AM AFFILATE STAFFING	G	
	R&P FTE paid by R&P		R&P FTE paid by other (not including volunteers)	Total Client/FTE Ratio	
FY2015	7.57		1	67/1	
FY2016	7.70		1	75/1	

			ual Arrivals	549		
CASELOAD STATISTICS (number of individuals)		FY2015	505			
(number of marviacuis)		FY2015 Anticipated Arrivals			505	
PROPOSED FY2016	AF	EA	ECA	LAC	NE/SA	Total
U.S. Tie Capacity	80	75	0	20	125	300
No U.S. Tie Capacity	200	25	0	25	100	350
Total Capacity	280	100	0	45	225	650

FY2014 R&P PERIOD REPORT OUTCOMES						
R&P Period Employment % (individuals):	(individuals):	9.11%				
Total R&P Period Reports Submitted for FY	72014 (number of c	ases/number of individuals):	22	0/549		
Number of repor	ts showing <b>social s</b>	ecurity card application as lat	e or incomplete	9		
Number of rep	oorts showing <b>enro</b>	llment in cash assistance as lat	e or incomplete	10		
Number of reports	s showing <b>enrollm</b>	e <b>nt in medical assistance</b> as lat	e or incomplete	11		
Number of reports s	11					
Nu	13					
Number of reports showing enrollment in employment services as late or incomplete				14		
Number of reports	7					
1	Number of reports s	howing <b>health screening</b> as lat	e or incomplete	12		
Number of reports showing e	nrollment in other	services as appropriate as lat	e or incomplete	10		
Numb	er of reports showi	ng household income not exce	eding expenses	0		
Number of reports showing that <b>refugee is</b>	unable to identify		e and expenses assistance ends	0		

RE	CENT/PROPOSED CASELOAD
Nationalities served FY2014–FY2015	Afghan, Bhutanese, Burmese (Chin, Karen, Karenni, Rohingya, Mon), Colombian, Congolese (DRC), Cuban, Ethiopian, Eritrean, Iranian, Iraqi, Nigerian, Pakistani, Rwandan, Somali, Sudanese, Syrian
Proposed nationalities FY2016	Afghan, Bhutanese, Burmese (Chin, Karen, Karenni, Rohingya, Mon), Central African Republic, Colombian, Congolese (DRC), Cuban, Ethiopian, Eritrean, Iranian, Iraqi, Nigerian, Pakistani, Rwandan, Somali, Sudanese, Syrian
Languages available on staff to support the proposed caseload	Amharic, Arabic, Burmese, Chin, French, Hindi, Kachin, Karen, Kirundi, Kinyarwanda, Kinyamulenge, Lingala, Somali, Spanish, Swahili, Tigrinya, Urdu
Languages available from within the community of resettlement to support the proposed caseload	Afar, Dari, Farsi, Karenni, Kunama,
Other language resources used	Catholic Charities of Galveston-Houston has an Interpreter Program, which trains and certifies Community Interpreters in partnership with Texas Department of State Health Services.

	SITE RATIONALE						
Number of other affiliates present	Four						
Local overall unemployment rate	Houston's unemployment rate stands at 4.2% (Bureau of Labor Statistics, April 30, 2015).						
Available jobs	Refugees typically find entry-level job placements including factory assembly, hospitality industry, supermarkets, retail and restaurants.						
Average starting wage	The average starting wage for our clients is \$9.37/hour, 80% of initial job placements are full time, and 84% are eligible for health insurance after 90 days of employment.						
Average monthly rent and availability (Note whether Always, Frequently, Sometimes, or Never Available)	1-Bedroom: \$ 650.00 Available: Frequently 2-Bedroom: \$ 950.00 Available: Frequently 3-Bedroom: \$ 1,150.00 Available: Sometimes						
Average wait time for newly arrived refugees to receive a health screening	14 days						

GRIEVANCE AND PROTECTION FROM SEXUAL EXPLOITATION AND	ABUSE (PSE	A) POLICY
Indicate whether you have a grievance policy.	_X_ Yes	No
Indicate whether you have incorporated the IASC's six core principles for PSEA in your organization's code of conduct for all staff and volunteers.	_X_ Yes	No

1. **Health Care Access and Refugees with Special Needs:** In efforts to improve refugee access to the Houston hospital district, Catholic Charities has been reaching out to mainstream medical providers. The agency has a strong working relationship with Harris County Public

Health and Environmental Services, Harris Health System, and Harris County Mental Health and Mental Retardation Authority, giving refugees easy access to healthcare. New refugees are seen for their initial health screenings within 30 days of their arrivals; refugees with documented health conditions are prioritized and are generally seen within 1 week. CC-Houston staff feel confident that they are able to accommodate refugee clients with critical health issues because of the agency's connections to refugee service providers and mainstream medical service providers, strong language capacity, and experience. We are able to serve most other special needs cases as well, though housing is an issue that requires continuing effort to allow us to take larger families.

2. **Public Outreach:** CC-Houston is a member of the Houston Refugee Consortium, which meets on a quarterly basis with the State Refugee and State Refugee Health Coordinators to discuss arrival trends, employment trends, funding opportunities, and collaborative opportunities. At the agency level, CC-Houston performs extensive outreach to local stakeholders and to the mainstream receiving community to create programs to meet unmet or emerging needs of refugees. The agency's resettlement program director and State Refugee Health Coordinator met on May 13<sup>th</sup> and agreed on the baseline projected arrival number of for FY16. The outreach strategy for FY16 is similar to CC-Houston's FY15 outreach, but with a larger emphasis on finding affordable and safe housing, good employment, and improving refugee access to health services.

	Project	ed Contribu	tions to the R	&P Program		
Type of Donor	FY2014 Actual Cash	FY2014 Actual In-kind Value	FY2015 Estimated Cash	FY2015 Estimated In-kind Value	FY2016 Projected Cash	FY2016 Projected In-kind Value
Foundations/ Corporations	\$10,000	\$78,082	\$5,000	\$50,000	\$5,000	\$80,000
Faith-based/ Community-based Organizations	\$2,200	\$15,000	\$3,000	\$15,000	\$5,000	\$15,000
Fees for Service						
Individuals	\$2,042	\$27,000	\$5,000	\$80,000	\$2,000	\$30,000
Volunteer Hours/Miles		\$21,529	\$5,000	\$7,000		\$15,000
State/County/Local Government: [SOURCE]						
Headquarters						
Affiliate/Sub-office	\$112,136		\$40,000		\$50,000	
Other:						
TOTALS	\$126,378	\$141,611	\$58,000	\$152,000	\$62,000	\$140,000
TOTALS PER CAPITA	\$230.20	\$257.94	\$114.85	\$300.99	\$95.38	\$215.38

National A	Agency	USCRI		Affiliate Code	TXIRSA01		
Office Sta	te	Tex	as	Office City	Houston		
Office Na	me	YM	CA of the Greater Houston	Area, International Serv	vices		
Office Ad	dress	630	0 Westpark Drive, Suite 60	00, Houston, TX 77057			
	JOIN	T SIT	TE .	SI	SUB-OFFICE		
	, with which agency		N/A	Sub-office	N/A		
or agencies	?		10/11	Administering affiliate	N/A		
	R&P PR	OGR	AM AFFILATE STAFFING	$\ddot{\mathbf{g}}$			
	R&P FTE paid by R&P		R&P FTE paid by other (not including volunteers)	Total Client/FTE Ratio			
FY2015	6.5		0.5	91/1			
FY2016	6.5		1.0	87/1			

G   GTT 0   D GT   TTGTT GG			702				
CASELOAD STATISTICS (number of individuals)		FY2015 Acknowledged Capacity				640	
(number of marviaums)		FY2015 Anticipated Arrivals			670		
PROPOSED FY2016	AF	EA	ECA	LAC	NE/SA	Total	
U.S. Tie Capacity	100	100	5	45	300	550	
No U.S. Tie Capacity	20	20	0	15	45	100	
Total Capacity	120	120	5	60	345	650	

FY2014 R&P PERIOD REPORT OUTCOMES				
R&P Period Employment % (individuals):	31.44%	R&P Period Out-Migration %	(individuals):	5.13%
Total R&P Period Reports Submitted for FY	72014 (number of c	cases/number of individuals):	293 cases /	703 individuals
Number of repor	ts showing <b>social</b> s	security card application as lat	e or incomplete	4 cases*
Number of rep	orts showing <b>enro</b>	llment in cash assistance as lat	e or incomplete	5 cases*
Number of reports	showing enrollm	<b>ent in medical assistance</b> as lat	e or incomplete	5 cases*
Number of reports s	howing <b>enrollmen</b>	t in SNAP (food stamps) as lat	e or incomplete	5 cases*
Nu	mber of reports sho	owing <b>enrollment in ESL</b> as lat	e or incomplete	6 cases*
Number of reports sh	nowing enrollment	t in employment services as lat	e or incomplete	5 cases*
Number of reports	showing school e	nrollment of minor child as lat	e or incomplete	5 cases*
1	Number of reports s	showing <b>health screening</b> as lat	e or incomplete	6 cases*
Number of reports showing e	nrollment in othe	<b>r services as appropriate</b> as lat	e or incomplete	4 cases*
Numb	er of reports showi	ng household income not exce	eding expenses	1 case*
Number of reports showing that <b>refugee is</b>	unable to identify		e and expenses assistance ends	1 case*

<sup>\*</sup>An explanation was provided to the Refugee Processing Center as part of the R&P Period Reports.

Attachment D: FY 2016 USCRI Affiliate/Sub-Office Abs#a6527

REG	RECENT/PROPOSED CASELOAD				
Nationalities served FY2014–FY2015	Afghanistan, Bhutan, Burma, Chad, Cuba, Dem. Rep. of Congo, Eritrea, Ethiopia, Indonesia, Iran, Iraq, Palestine, Rwanda, Somalia, Sudan, Syria, Vietnam				
Proposed nationalities FY2016	Same as above, plus El Salvador, Honduras, Guatemala				
Languages available on staff to support the proposed caseload	Arabic, Tigrinya, Amharic, Spanish, Vietnamese, Burmese, Karen, Chin, French, Kinyarwanda, Swahili, Nepali, Hindi, Farsi, Lingala, Somali				
Languages available from within the community of resettlement to support the proposed caseload	Any other languages needed can be accommodated within the community.				
Other language resources used	Language line available if needed.				

SITE RATIONALE					
Number of other affiliates present	5				
Local overall unemployment rate	4.3%				
Available jobs	Construction, customer service, food service, health care, retail, hospitality, landscaping, maintenance, manufacturing, meat processing, packaging, warehouses, office, etc.				
Average starting wage	\$9.13 per hour – Jobs are a mix of full and part time positions and 74% of full-time jobs include benefits.				
Average monthly rent and availability (Note whether Always, Frequently, Sometimes, or Never Available)	1-Bedroom: \$600 Available: Always 2-Bedroom: \$850 Available: Always 3-Bedroom: \$1,150 Available: Frequently				
Average wait time for newly arrived refugees to receive a health screening	14-21 days				

GRIEVANCE AND PROTECTION FROM SEXUAL EXPLOITATION AND	ABUSE (PSEA	) POLICY
Indicate whether you have a grievance policy.	X Yes	No
Indicate whether you have incorporated the IASC's six core principles for PSEA in your organization's code of conduct for all staff and volunteers.	X Yes	No

1. Health Care Access and Refugees with Special Needs: YMCA of the Greater Houston Area International Services (YMCA) can accommodate refuges with any medical condition, with the exception of certain serious mental health conditions. Cases that would pose greater challenges are those with conditions that require long-term treatments beyond the cash assistance period, and those that have no other support or family members, and fail to meet eligibility criteria for Social Security Disability Insurance. Single-parent households with pre-school age children may also face steep obstacles due to relatively long wait times for subsidized childcare programs.

- 2. **Public Outreach:** YMCA participates in quarterly community consultation meetings with a large group of stakeholders and is also an active participant in the Houston Refugee Consortium. The Consortium is made up of a variety of local service providers and meets regularly to address shared concerns and strategies for enhanced service delivery. In FY2015, YMCA continued to extend its outreach in the community through an Adopt-a-Family project and opportunities for volunteer mentorship. In December 2014, the agency worked with other YMCA offices in in the greater Houston area, local schools and universities, a girl-scout troop, churches, and a medical group to provide holiday gifts for refugee families. YMCA has also initiated partnerships with two large churches that have members interested in mentoring families. YMCA co-hosted a 2014 World Refugee Day event that was attended by more than 1,500 people, including Congresswoman Sheila Jackson Lee, two city councilmen, representatives of local school districts, the police department, Houston Metro, and many others. YMCA's FY2016 outreach strategy includes continued collaboration with other Houston resettlement agencies, including a joint effort to identify new housing and employment opportunities for refugees. In addition, YMCA continues to strengthen its outreach to local institutions of higher education to find volunteers and interns to assist refugees and raise awareness of refugee issues within the community.
- 3. **Financial Resources:** YMCA received a significant contribution from the Laura and John Arnold foundation in FY2015, as well as a large donation from JS101, a for-profit staffing corporation that is primarily used to fund scholarships for those R&P clients who are continuing their education. In addition, YMCA receives cash and in-kind support from faith-based and community organizations, and significant support from its national office.

	Projected Contributions to the R&P Program						
Type of Donor	FY2014 Actual Cash	FY2014 Actual In- kind Value	FY2015 Estimated Cash	FY2015 Estimated In-kind Value	FY2016 Projected Cash	FY2016 Projected In-kind Value	
Foundations/ Corporations	\$57,500	\$30,000	\$200,000		\$130,000		
Faith-based/ Community-based Organizations	\$5,000	\$15,000	\$25,000		25,000		
Fees for Service							
Individuals	\$60,000	\$70,000	\$70,000		\$50,000		
Volunteer Hours/Miles		\$25,000		\$22,000		30,000	
State/County/Local Government: [SOURCE]							
Headquarters		\$90,000		\$90,000		\$90,000	
Affiliate/Sub-office							
Other:							
TOTALS	\$122,500	230,000	\$295,000	\$112,000	205,000	\$120,000	
TOTALS PER CAPITA	\$175	\$328	\$461	\$175	\$315	\$185	

## Casase137:165-00003851kW-1080um1200tu410e1nt 15120e150117015/11.67/097alige 913 aug et 08 of 1age ID 1535@ID #: 6529

National A	Agency	USCCB		Affiliate Code	TXUSCC08
Office Sta	te	Texas	S	Office City	San Antonio
Office Na	me	Catho	olic Charities, Archdioces	se of San Antonio, Inc.	
Office Ad	dress	202 V	W. French Place, San Ant	onio, TX 78212-5818	
	JOIN	NT SITE SUB-OFFICE		SUB-OFFICE	
If joint site	, with which agency		N/A	Sub-office	N/A
or agencies	?		14/1	Administering affiliate	N/A
	R&P PR	OGRA	M AFFILATE STAFFING	G	
	R&P FTE paid by other (not including volunteers)		Total Client/FTE Ratio		
FY2015	10.8		0	69/1	
FY2016	13.0		0	58/1	

CASELOAD STATISTICS (number of individuals)		FY2014 Actual Arrivals				851	
		FY2015 Acknowledged Capacity				750	
		FY2015 Anticipated Arrivals				750	
PROPOSED FY2016	$\mathbf{AF}$	EA	<b>ECA</b>	LAC	NE/SA	Total	
U.S. Tie Capacity	50	200	0	25	400	675	
No U.S. Tie Capacity	25	0	0	0	50	75	
Total Capacity	75	200	0	25	450	750	

FY2014 R&P PERIOD REPORT OUTCOMES				
R&P Period Employment % (individuals):	47.02%	R&P Period Out-Migration %	(individuals):	2.70%
Total R&P Period Reports Submitted for FY	72014 (number of c	cases/number of individuals):	37	4/851
Number of repor	ts showing <b>social</b> s	security card application as lat	te or incomplete	2
Number of rep	oorts showing enro	llment in cash assistance as lat	te or incomplete	1
Number of reports	s showing <b>enrollm</b>	ent in medical assistance as lat	te or incomplete	4
Number of reports s	howing <b>enrollmen</b>	t in SNAP (food stamps) as lat	te or incomplete	3
Nu	mber of reports sho	owing enrollment in ESL as lat	te or incomplete	3
Number of reports sl	nowing enrollment	t in employment services as lat	te or incomplete	8
Number of reports	s showing school en	nrollment of minor child as lat	te or incomplete	2
1	Number of reports s	showing health screening as lat	te or incomplete	4
Number of reports showing e	nrollment in other	r services as appropriate as lat	te or incomplete	2
Numb	er of reports showi	ng household income not exce	eding expenses	0
Number of reports showing that <b>refugee is</b>	unable to identify		e and expenses assistance ends	0

REG	RECENT/PROPOSED CASELOAD				
Nationalities served FY2014–FY2015	Afghani, Burmese (Chin, Karen, Karenni, Rohingya), Bhutanese, Congolese, Cuban, Eritrean, Iranian, Iraqi, Syrian.				
Proposed nationalities FY2016	Afghani, Burmese (Chin, Karen, Karenni, Rohingya), Bhutanese, Congolese, Cuban, Eritean, Iranian, Iraqi, Syrian				
Languages available on staff to support the proposed caseload	American sign-language, Arabic, Bosnian, Burmese (Chin, Karen, Karenni, Zomi), Farsi, French, Hindi, Kinyarwanda, Nepali, Pashto, Romanian, Russian, Serbian, Somali, Spanish				
Languages available from within the community of resettlement to support the proposed caseload	Amharic, Kunama, Tigrinya, Turkish				
Other language resources used	Interpreter/Translation Services (ITS) is a social enterprise used by the R&P staff, as needed for language services.  Medical Language Line: Seldom used if language is remote.				

SITE RATIONALE					
Number of other affiliates present	None				
Local overall unemployment rate	3.7%				
Available jobs	FY2014 and FY2015, our clients have found employment within several sectors that include, but are not limited to: production, food processing, assembly line, customer service, housekeeping, laundry, wait staff, cook/line cook, security, retail and packing.				
Average starting wage	The average starting wage for our clients is \$8.80/hour. The vast majority of these jobs are full-time and about 75% offer benefits.				
Average monthly rent and availability (Note whether Always, Frequently, Sometimes, or Never Available)	1-Bedroom: \$550 Available: Frequently 2-Bedroom: \$750 Available: Always 3-Bedroom: \$850 Available: Sometimes				
Average wait time for newly arrived refugees to receive a health screening	40 days				

GRIEVANCE AND PROTECTION FROM SEXUAL EXPLOITATION AND ABUSE (PSEA) POLICY					
Indicate whether you have a grievance policy.	<u>X</u>	_ Yes	No		
Indicate whether you have incorporated the IASC's six core principles for PSEA in your organization's code of conduct for all staff and volunteers.	<u>X</u>	_ Yes	No		

1. **Health Care Access and Refugees with Special Needs:** We do not serve Class A mental health conditions due to the lack of resources in SA. There's a shortage of providers to treat clients or prescribe psychotropic medication. If a specialist is found, wait times can be three to six months. It can be difficult to serve clients with anxiety disorders, mood disorders (bipolar disorder, schizophrenia, mania and depression) or any psychotic or psychosomatic disorders. We are able to access some psychotherapists who can assist clients with basic

mental health needs. San Antonio, however, is home to the South TX Medical Center, made up of 45 medical related facilities, 12 hospitals and five specialty institutions. Majority of our clients live in or near the medical center with easy access to medical facilities, clinics and pharmacies, many of whom have access to the Medicaid Language Line. In the event a client has not received Medicaid, they can be seen in a free clinic in town that is able to see clients within 24 hours. We can serve refugees with special medical needs and mild mental health issues, as well as survivors of torture, at-risk women and families. Special medical cases served by our agency include mostly class B cases such as TB-active, non-infectious (Class B1), TB inactive (Class B3). We also can serve Class B mental disorders without history of harmful behavior.

2. Public Outreach: Since FY15, we have been working closely with City Councilman Ron Nirenberg from District 8 concerning refugees in San Antonio. Most of our clients are located in District 8, and the Councilman has taken an interest in their resettlement, and is committed to engage various sectors of public services to improve the quality of life for our clients. Among those that attend the meetings include City of San Antonio District 8, City of San Antonio Department of Human Services, NISD - Superintendent for Student Family and Community Services, UT Health Science Center School of Nursing, VIA government Affairs Specialist, City of San Antonio, Assistant City Manager and University of Incarnate Word. In FY 2016, we expect to continue such efforts and will continue to work on World Refugee Day events.

Projected Contributions to the R&P Program						
Type of Donor	FY2014 Actual Cash	FY2014 Actual In-kind Value	FY2015 Estimated Cash	FY2015 Estimated In-kind Value	FY2016 Projected Cash	FY2016 Projected In-kind Value
Foundations/ Corporations		\$95,698		\$110,000		\$120,000
Faith-based/ Community-based Organizations	\$500	\$15,000	\$750	\$20,000	\$1,000	\$25,000
Fees for Service						
Individuals	\$692.21	\$8,000	\$1,000	\$10,000	\$2,000	\$12,000
Volunteer Hours/Miles		\$25,000		\$35,000		\$40,000
State/County/Local Government: [SOURCE]						
Headquarters						
Affiliate/Sub-office						
Other:						
TOTALS	\$1,192.21	\$143,698	\$1,750	\$175,000	\$3,000	\$197,000
TOTALS PER CAPITA	\$1.40	\$168.86	\$2.33	\$233.33	\$4	\$262.67

# Exhibit 2

### 

From: Randall, Patrick (HHSC)
To: Jacobs, Ellen A

Cc: <u>Eaton,Marilyn (HHSC)</u>; <u>McNally-Cook,Kelly (HHSC)</u>; <u>Alvarez-Mack,Cynthia (HHSC)</u>

Subject: RE: FY 2016 Refugee Reception and Placement Abstracts – Texas refugee program Input

**Date:** Monday, July 13, 2015 3:53:46 PM

Attachments: <u>image001.png</u>

image002.png image003.png image004.png image005.png

Fiscal Year 2016 Refugee Reception and Placement affiliate abstracts- Texas comments.pdf

Importance: High

#### Dear Ms Jacobs:

Thank you for the opportunity to provide input regarding proposed refugee placement in Texas under the U.S. Department of State's fiscal year 2016 Reception and Placement Program.

Please find attached the response from the Texas Health and Human Services Commission regarding proposed resettlement at each resettlement site proposed or currently operating in Texas.

If you require any further information, please feel free to contact Marilyn Eaton, Director of Community Services, or me.

Thank you.

Patrick Randall, LMSW
Program Specialist
Office of Immigration and Refugee Affairs
Community Access and Services
Health and Human Services Commission
512-206-5129
Patrick.randall@hhsc.state.tx.us

From: Jacobs, Ellen A [mailto:JacobsEA@state.gov]

Sent: Tuesday, June 30, 2015 7:21 AM

To: Randall, Patrick (HHSC)

Cc: Berdinner, Kiera; Day, Barbara J

**Subject:** PRM R&P Abstracts – Input Needed for FY16

Importance: High

Dear State Refugee Coordinator:

This message follows Barbara Day's note sent to you on Wednesday, May 27<sup>th</sup> regarding the opportunity to provide your input to the U.S. Department of State's fiscal year 2016 Reception and Placement Program.

Attached, you will find copy/ies of the affiliate abstract(s) for each resettlement site proposed or currently operating in your state. A blank copy of a sample abstract and the instructions provided in the full announcement are also attached. You may review the full announcement at

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<u>www.grants.gov</u>. Once at the site, select "Find Grant Opportunities," then "Browse by Agency," and finally, "Department of State." The funding number is PRM-PRMUSRAP-16-001.

Your feedback concerning proposed placement in your state is invaluable to us. **We would greatly appreciate your comments on the proposed refugee placement plans for your state no later than close of business Wednesday, July 15<sup>th</sup>. Please send your responses via e-mail directly to me at <u>JacobsEA@state.gov</u>.** 

In addition, we invite you to comment on any changes in funding for services for which refugees are eligible that could impact the quality of resettlement in your state. You may reply with your response to this e-mail.

Please feel free to contact me via email or at 202-453-9254 if you have any questions or experience any difficulty in opening the attached documents. You may also contact Barbara Day, Domestic Resettlement Section Chief, at <a href="DayBJ@state.gov">DayBJ@state.gov</a> or (202) 453-9261.

Thank you for your support. We look forward to your feedback.

Kind regards,

#### Ellen Jacobs

Intern, Refugee Admissions • Bureau of Population, Refugees, and Migration • U.S. Department of State 2025 E Street NW, Washington, DC 20520 | phone: 202.453.9254 | fax: 202.453.9393 | email: <u>JacobsEA@state.gov</u> Stav Connected with PRM:



This email is UNCLASSIFIED.



## TEXAS HEALTH AND HUMAN SERVICES COMMISSION

CHRIS TRAYLOR
EXECUTIVE COMMISSIONER

July 10, 2015

Barbara Day
Chief, Domestic Resettlement
Refuge Admissions
Bureau of Population, Refugees, and Migration
U.S. Department of State
2025 E Street, NW
Washington, D.C. 20520

Dear Ms. Day:

Please find enclosed, the comments from the Texas refugee program regarding local resettlement agency proposals for the Department of State's fiscal year 2016 Reception and Placement Program. The total proposed capacity of 9,047 refugees for resettlement in Texas in fiscal year 2016 represents only a small increase from the capacity acknowledged by local resettlement agencies in fiscal year 2015 of 8,235.

The comments submitted by our agency are made with consideration of the concerns and input received from local stakeholders in resettlement communities in the state and the conditions particular to each of those sites. I would like to specifically draw your attention to several comments in particular.

The state of Texas has experienced a prolonged and ongoing influx of arrivals of Cuban parolees into the state via the U.S. border with Mexico. Refugee service providers have reported significant drain on agency staff and resources as they have served over 3,402 unanticipated Cuban clients in addition to Reception and Placement clients thus far in fiscal year 2015. The impact has been seen in communities across the state, but most profoundly in Austin and Houston.

Neither of the two resettlement agencies in Amarillo is proposing an increase in arrivals from fiscal year 2015. City and state leaders have reported concerns to the Texas Health and Human Services Commission (HHSC) and to resettlement agencies regarding their ability to meet the needs of newly arriving refugees. HHSC has requested that only refugees with family ties be resettled in Amarillo in fiscal year 2016. Limiting placement of refugees in Amarillo to family ties will restrict resettlement of new populations, including Syrian refugees. Syrian refugees will

Ms. Barbara Day July 10, 2015 Page 2

require intensive trauma-informed services and supports that will exceed what can reasonably be offered in Amarillo. HHSC believes that placing Syrian refugees in Amarillo would cause hardship on the local community and fail to serve the best interest of the refugees.

The resettlement agency in Corpus Christi did not submit an application for Reception and Placement in fiscal year 2016. It will continue to accept family tie placements from its national organization under a Memorandum of Understanding, the details of which have not yet been shared with the Texas refugee program. The agency will not be renewing its state contracts to provide Refugee Cash Assistance (RCA) and Refugee Social Services in fiscal year 2016. Refugees will be referred to refugee providers in other cities for RCA participation. Social services and support available to refugees from the resettlement agency would be limited to those provided under the Reception and Placement program and other refugee services not funded through the state.

Texas is committed to providing quality services to refugees that promote self-sufficiency for their families. Thank you for the opportunity to provide input into the refugee resettlement process.

Please let me know if you have any questions or need additional information. Marilyn Eaton, Director of Community Services, serves as the lead staff on this matter and she can be reached at (512) 206-5187 or by e-mail at Marilyn.Eaton@hhsc.state.tx.us.

Sincerely,

Chris Traylor

In Tropa

Enclosure

Fiscal Year 2016 Reception and Placement Program
Affiliate Abstracts

				Texas R	Affiliate Abstracts  Texas Refugee Program Comments	stracts am Com	ments	
Agency Name	FY 2015 Acknowledged Capacity	FY 2015 Anticipated Arrivals	FY 2016 Proposed U.S. Tie Capacity	FY 2016 Proposed No U.S. Tie Capacity	FY 2016 Proposed Total Capacity	Concur	Do not concur	Comments
ABILENE								
International Rescue Committee	200	300	190	09	250	×		In FY 2015 significant number of arrivals moving from Abilene to Midland impacting resources in that community while straining Abilene site resources to meet client needs at distance. Any consideration of further increase in placements should include consultation with local affiliate.
AMARILLO								Neither resettlement agency in Amarillo is proposing an increase in arrivals from FY 2015. City and state leaders have reported concerns to HHSC and to resettlement agencies regarding being able to meet the needs of newly arriving refugees. HHSC has requested that only refugees with family ties, including Syrians, be resettled in Amarillo in FY 2016.
Catholic Charities of the Texas Panhandle	160	160	160	0	160	X		
Refugee Services of Texas	282	264	282	0	282	×		
AUSTIN								The two resettlement agencies in Austin have reported serving 296 Cuban parolees so far in FY 2015 and anticipate this to continue in FY 2016. Any consideration of further increase in placements should include consultation with local affiliates.
Caritas of Austin	450	400	295	205	200	X		
Refugee Services of Texas CORPUS CHRISTI	480	520	405	70	520	×		Austin cannot accommodate all medical conditions. Refugee health clinic should be consulted at assurance regarding listed medical conditions.
Catholic Charities of Corpus Christi	33		0	0	0	×		*The agency did not submit an application for R&P in FY 2016. It will continue to accept family tie placements from its national organization under an MOU. The agency will not be renewing state contracts to provide Refugee Cash Assistance (RCA) and Refugee Social Services in FY 2016. Refugees will be referred to refugee providers in other cities for RCA. Social services and support available to refugees from the resettlement agency would be limited those provided under the R&P program and other refugee services not funded through the state.
DALLAS								The area resettlement agencies propose significant increases in arrivals, however the Dallas area remains a strong resettlement site with coordination of refugee and mainstream supports in the community, refugee mental health services, and strong economy.
Catholic Charities of Dallas	575	550	450	200	650	×		
International Rescue Committee	700	840	805	20	825	×		
Refugee Services of Texas	490	572	415	185	009	×		

Fiscal Year 2016 Reception and Placement Program

Affiliate Abstracts

			510C V3	Texas R	Texas Refugee Program Comments	ram Com	ments	
FY 2015 Acknowledged Capacity		FY 2015 Anticipated Arrivals	FY 2016 Proposed U.S. Tie Capacity	FY 2010 Proposed No U.S. Tie Capacity	Proposed Total Capacity	Concur	Do not concur	Comments
35		25	35	0	35	×		
009		009	420	180	009	×		
343		403	253	192	445			
550		460	380	170	550	×		
								All Houston area resettlement agencies experienced significant strain on staff and resources by the need to assist over 2,200 unanticipated Cuban parolees so far in FY 2015. The influx of Cubans into Houston is anticipated to continue in FY 2016. All but one agency have proposed only modest increases in arrivals. Any consideration of further increase in placements should include consultation with local affiliates.
200		700	425	325	750	×		
505		505	300	350	650		×	The agency has reported serving over 500 unanticipated Cubans in addition to resettled refugees in FY 2015. There are concerns over this agency increasing proposed refugee arrivals so significantly given the continued influx of Cubans into the Houston area.
540		550	405	175	580	×		
200		245	175	75	250	×		
640		029	550	100	650	×		
		0						
	4							
750	OI:		675	75	750			
8235		8514	6620	2382	9047	×		

# Exhibit 3

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From: Berdinner, Kiera

To: Subject: Hoang, Julienne (HHSC)

RE: Fiscal Year 2016 URM Abstracts - Texas Program Comments Wednesday, August 05, 2015 5:02:00 PM

image002.png image003.png image004 pn

Thanks for the clarification, Julienne! Makes sense to me

Kiera

This email is UNCLASSIFIED.

From: Hoang,Julienne (HHSC) [mailto:Julienne.Hoang@hhsc.state.tx.us] Sent: Wednesday, August 05, 2015 3:16 PM

Subject: RE: Fiscal Year 2016 URM Abstracts - Texas Program Comments

Dear Kiera.

I just got off the call with Anne Mullooly at USCCB. Apparently she was the person who had completed the abstract caseload statistics for CCH. She informed me that the FY 2014 Actual Arrivals is in fact 6 – not 22 as indicated below. The program (Catholic Charities Houston) had counted all arrivals for FY 14. So, the number 22 reported actually encompasses all other URMs that are reclassed and/or designated. So, if we are just counting URMs from Overseas, the abstract reports the correct number of 6 for FY 14. All other numbers reported below are accurate.

If you have any additional questions, please let me know. Thanks.

Julienne T.T. Hoang

OIRA Program Specialist

Division of Community & Access Services

Office of Immigration and Refugee Affairs (OIRA) Texas Health and Human Services Commission Phone: 512-206-5127; Fax: 512-206-5812

From: Randall, Patrick (HHSC) Sent: Thursday, July 30, 2015 3:28 PM

To: Berdinner, Kiera (BerdinnerKR@state.gov)
Cc: Jacobs, Ellen A (JacobsEA@state.gov); Alvarez-Mack,Cynthia (HHSC); Hoang,Julienne (HHSC); Harper,Michelle (HHSC); Eaton,Marilyn (HHSC); Volti,Kate (HHSC)

Subject: FW: Fiscal Year 2016 URM Abstracts - Texas Program Comments

Thank you for requesting our office's input on the abstracts related to the two Unaccompanied Refugee Minor (URM) sites in Texas. Julienne Hoang, who is our URM program specialist, consulted with Texas Department of Family and Protective Services and with the two URM sites in Texas regarding the abstracts. Please see below for our office's comments regarding the abstracts.

#### For the Houston Abstract - Catholic Charities of the Archdiocese of Galveston-Houston (CCH), the statistics include these changes:

We consulted with CCH and found that there are changes to the original numbers submitted in the abstract. CCH reports the following numbers:

Case Load Statistics	Abstract showed:	CCH's Reports:	Comments
FY2014 Actual Arrivals	6	22	These are the actual arrivals that entered the program in FFY 2014.
FY2015 Acknowledged Capacity	20	35	15 Additional capacities were built due to an increase in anticipated arrivals for FFY 2015.
FY2015 Anticipated Arrivals	15	32-35	This is the number of anticipated arrivals that have entered or are projected to enter the program in FFY 2015. Special request from their national Volag, US Catholic Conference of Bishops (USCCB), for CCH to take a group of 12 boys from Eritrea. The boys will be placed in the next month.
FY 2016 PROPOSED Total Capacity	20	25	CCH proposes a capacity of 5 additional new placements for FY 2016 from the original 20.

We concur with the CCH's reported numbers in red above.

### For the Fort Worth Abstract - Catholic Charities Diocese of Fort Worth (CCFW)

We consulted with CCFW and confirm that there are no changes to the caseload statistics. The only input we have pertains to item #4 of the abstract (Placement Options). CCFW has started a transitional home for youth 18 and above who are not quite ready to go into Supervised Independent living (SIL). These youth could stay in the transitional placement for 6-8 months but no more than a year before they either exit the program or move into supervised independent living. Supervised independent living is another placement option for youth who are 18 and older who meet eligibility requirements and complete life skills training.

Please let us know if you have any questions or require additional information. Please feel free to contact me or Julienne Hoang at 512-206-5127. Patrick Randall, LMSW

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Program Specialist Office of Immigration and Refugee Affairs Community Access and Services Texas Health and Human Services Commission

From: Berdinner, Kiera [http://redirect.state.sbu/?url=mailto:BerdinnerKR@state.gov]

Sent: Friday, July 17, 2015 7:38 AM

To: Randall, Patrick (HHSC)
Cc: Jacobs, Ellen A; Alvarez-Mack, Cynthia (HHSC); Hoang, Julienne (HHSC) Subject: RE: FY16 URM Abstracts - Request for Texas Program feedback

Hi Patrick,

We would appreciate receiving your feedback no later than July 31<sup>st</sup>. No expectations regarding the format of your feedback, but we would like to hear your thoughts on their plan for FY16, and whether it is in line with your expectation/understanding of the URM program in Texas. Keep in mind that we are focusing solely on URMs that enter the U.S. through the Refugee Admissions Program (USRAP), and not domestic referrals into the program as the latter are entirely the purview of ORR. Other than that, the extent, content, and focus of your comments is up to you – whatever you feel we should know in planning for FY16 URM

Feel free to let me know if you have any further questions. I imagine you have a pretty full plate! Happy to chat further or provide more information if you need.

Kiera

This email is UNCLASSIFIED.

From: Randall, Patrick (HHSC) [http://redirect.state.sbu/?url=mailto:Patrick.Randall@hhsc.state.tx.us]

Sent: Thursday, July 16, 2015 5:53 PM

To: Berdinner, Kiera

Cc: Jacobs, Ellen A; Alvarez-Mack, Cynthia (HHSC); Hoang, Julienne (HHSC) Subject: RE: FY16 URM Abstracts - Request for Texas Program feedback

Importance: High

Thank you Kiera. Could you let me know the deadline and instructions for submission? Also, are there any instructions or expectations regarding format, content, or focus of our feedback?

Thank you.

Patrick Randall, LMSW Program Specialist Office of Immigration and Refugee Affairs Community Access and Services Texas Health and Human Services Commission 512-206-5129

From: Berdinner, Kiera [http://redirect.state.sbu/?url=mailto:BerdinnerKR@state.gov]

Sent: Thursday, July 16, 2015 1:06 PM To: Randall, Patrick (HHSC)

Cc: Jacobs, Ellen A Subject: FY16 URM Abstracts

Dear Patrick.

Thank you for the feedback you submitted regarding the FY16 R&P Program abstracts for Texas. I am now sending you for your review and feedback the abstracts related to the two URM sites in Texas.

Please see attached an abstract for the USCCB sites in Houston and Fort Worth. We look forward to receiving your feedback on these two URM programs.

Best,

Kiera

Program Officer for Domestic Resettlement, Refugee Admissions • Bureau of Population, Refugees, and Migration • U.S. Department of State 2025 E Street NW, Washington, DC 20520 | phone: 202.453.9259 | fax: 202.453.9393 | email: berdinnerkr@state.gov Stay Connected with PRM:



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# Exhibit 4

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United States Department of State

Bureau of Population, Refugees, and Migration

Washington, D.C. 20520

November 9, 2015

Dear Mr. Randall,

Thank you for the input submitted by your office regarding proposed refugee placements in Texas for the U.S. Department of State's Reception and Placement (R&P) Program for fiscal year (FY) 2016. We appreciate your specific concerns regarding the strain on programs due to the continuing influx of Cuban parolees, particularly in Austin and Houston. The Department of State recognizes the generous support the state of Texas continues to provide to refugees. This support helps ensure refugees are able to move quickly toward becoming independent, productive members of their new communities.

Your input, including the recommendation that affiliates in Amarillo resettle only refugees with family ties was examined by our review panel and given full consideration as we finalized placements for Texas. The final approved placement numbers for Texas for FY 2016 are as follows:

Affiliate	Individuals with U.S. Ties	Individuals without U.S. Ties	Total Approved for FY 2016 (Individuals)
IRC – Abilene	190	60	250
CWS – Amarillo	175	0	175
LIRS – Amarillo	107	0	107
USCCB – Amarillo	160	0	160
CWS – Austin	210	50	260
EMM – Austin	200	65	265
USCCB – Austin	295	160	456
CWS – Dallas	215	85	300
IRC – Dallas	780	20	800
LIRS – Dallas	200	100	300
USCCB – Dallas	450	175	625
USCCB – El Paso	35	0	35
CWS – Fort Worth	128	102	230
LIRS – Fort Worth	125	90	215
USCCB – Fort Worth	420	180	600
WR – Fort Worth	380	170	550
CWS – Houston	225	75	300
ECDC – Houston	350	325	675

TOTAL – Texas	6,535	2,212	8,747
USCCB – San Antonio	675	75	750
USCRI – Houston	550	100	650
USCCB – Houston	300	205	505
LIRS – Houston	175	75	250
EMM – Houston	190	100	290

URM Affiliate	Individuals with U.S. Ties	Individuals without U.S. Ties	Total Approved for FY 2016 (Individuals)
USCCB - Fort Worth URM	0	25	25
USCCB – Houston URM	0	25	25
TOTAL URMs – Texas	0	50	50

These affiliate capacities were proposed against a projected ceiling for FY 2016 of 75,000 refugees and 7,000 special immigrant visa recipients (SIVs). The President has since determined a ceiling of 85,000 refugees for this year. The previous projection of 7,000 SIVs remains the same. We will soon engage in negotiations with each resettlement agency regarding increases in their network capacity. We have instructed them to conduct consultations to determine community capacities and secure state refugee coordinator input. PRM will share proposed changes with state refugee coordinators prior to making final decisions; please be aware that the requested response time will be short.

Note that numbers approved by PRM are to be viewed as an annual plan for each site. Changes may be made to this plan throughout the year for a variety of reasons. An affiliate may exceed its final approved number by up to ten percent without approval from PRM. To exceed ten percent of the approved number, it is our practice to receive concurrence from the State Refugee Coordinator before approving the increase.

Please feel free to contact me if you have any questions. Thank you for your continued interest in refugee resettlement and in the well-being of the members of Texas communities who have fled persecution abroad and found refuge in the United States. My staff and I look forward to working closely with you throughout the coming year on this important partnership.

Sincerely,

Jaum Bartlett
Lawrence Bartlett

Director

Office of Refugee Admissions

# Exhibit 5

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# Bureau of Population, Refugees, and Migration Office of Admissions - Refugee Processing Center Not Assured, Preference Stated

### As of 3-October-2015

### **Assurance Statuses**

Code	Description	
NOA	No Activity regarding Allocating or Assuring the Case	
REQ	Request this individual be Scheduled for an Allocations Meeting	
SCH	Individual has been Scheduled for an Allocations Meeting	
MTG	Individual's case is currently in an Allocations Meeting	
ALL	Individual has been Allocated to a Voluntary Agency (VOLAG)	
ASR	Individual has been Assured resettlement by a VOLAG	
RQU	An Amended Assurance has been Requested for the Individual	
SCU	An Amended Assurance has been Scheduled for the Individual	
EXP	An Assurance has Expired for this individual	
NRQ	Individual does Not Require an Assurance	
RMV	Individual has been Removed from an Allocations Meeting	
INA	Individual's Assurance has been Inactivated	

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# Bureau of Population, Refugees, and Migration Office of Admissions - Refugee Processing Center Not Assured, Preference Stated

As of 3-October-2015

**Refugee and Special Immigrant Visa Cases** 

Total Cases 6570
Total Individuals 16930

Preference Native Case Case Assurance
State Name City State Nationality Language Ethnicity Size Availability Status

# Exhibit 6

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# Bureau of Population, Refugees, and Migration

## Office of Admissions - Refugee Processing Center

#### **Assured Not Arrived**

#### **Texas**

#### As of 17-November-2015

#### **General Notes:**

This report includes data on refugee and SIV cases that are assured, but not yet arrived. There are two tabs, the first displays refugee case details and the second SIV case details.

#### Agency

This displays the Resettlement Agency (RA) that submitted the assurance for the case. This is arranged alphabetically.

#### **Case Availability**

This displays the current case availability for the case.

#### Case Number

This displays the case number of the case/individual.

#### **PA Name**

This displays the name of the PA.

#### Nat

This displays the nationality of the PA of the case.

#### Eth

This displays the ethnicity of the PA of the case.

#### **Native Language**

This displays the native language of the PA of the case.

#### Size

This displays the number of individuals on the case.

#### **Assurance Date**

This displays the date the case was assured.

#### **Assurance Status**

This displays the current assurance status of the case.

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## **Bureau of Population, Refugees, and Migration**

## Office of Admissions - Refugee Processing Center

#### **Assured Not Arrived**

#### **Texas**

#### As of 17-November-2015

#### **Travel Status**

This displays the current travel status of the case.

#### **Destination City**

This displays the destination city of the case as indicated on the assurance submitted by the RA. In most cases, this will be the city location of the affiliate. In some cases, when the final destination city is know at time of assurance (ie the case is going to live with a U.S. tie), the actual final destination city is indicated.

#### **Travel Statuses**

Code	Description	
NOA	No Activity regarding Travel	
REQ	Request Travel reservations for this individual	
SCH	Case Member(s) are ready for travel scheduling	
ABN	Travel Reservations for this Case have been received	
DEP	Departure confirmed or Self-Arranged travel packet picked-up	
NSH	No Show	
ARR	Arrived in U.S.	

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Department of State

## **Bureau of Population, Refugees, and Migration**

Office of Admissions - Refugee Processing Center

**Assured Not Arrived** 

**Texas** 

As of 17-November-2015

**Refugee Cases** 

**Total Cases** 

721

Total Individuals

1960

Case Case

Agency Availability Number PA Name Nat Eth Language Size Date Status Status Destination City

Native

Case

**Assurance** 

Travel

Assurance

# Exhibit 7

# Casase13:1:5-0003851kW-Escumentumentument E120:501F051167/0Fdige 120:0F168 oP1681D PageID Department of State # 6553

## Bureau of Population, Refugees, and Migration

#### Office of Admissions - Refugee Processing Center

#### **State Monthly Arrivals**

For the Reporting Month of: November 2015

#### **General Notes:**

This report includes data on refugee and SIV arrivals by month and state. There are three tabs that display Refugee arrivals, SIV arrivals, and Refugee and SIV arrivals by state and Resettlement Agency (RA).

#### Tab 1-2

#### **Arrivals Destination City**

This displays the destination city of the case/individual as indicated on the assurance submitted by the RA. This is arranged alphabetically. In most cases, this will be the city location of the affiliate. In some cases, when the final destination city is know at time of assurance (ie the case is going to

#### RA

This displays the Resettlement Agency that sbumitted an Assurance and provided services to the case/individual.

#### Case Number

This displays the case number of the case/individual.

#### Size

This displays the number of individuals on the case. Note that the size is only listed for the PA of the case and all other members have a 0

#### AP#

This displays the sequence number of the individual.

#### Rel

This displays the relationship of the individual to the PA of the case.

#### **Last Name**

This displays the last name of the individual.

#### **First Name**

This displays the first name of the individual.

#### Middle Name

This displays the middle name of the individual.

#### Sex

This displays the gender of the indiviudal.

#### DOB

This displays the date of birth of the individual.

#### Nat

This displays the nationality of the PA of the case.

Data extracted from the Worldwide Refugee Admissions Processing System (WRAPS). RPC/rpt\_PartnerReports/Scheduled Monthly State Arrivals Report Run Date: 12/15/2015 4:06:53 AM

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# Bureau of Population, Refugees, and Migration Office of Admissions - Refugee Processing Center State Monthly Arrivals

For the Reporting Month of: November 2015

#### **Alien Number**

This displays the alien number of the individual.

#### **Arrival Date**

This displays the date the individual arrived in the U.S.

### Tab 3

### Stats Agency

This displays the Resettlement Agency that resettled the individuals in the state

#### **Program**

This displays the program through which the individual resettled (Refugee/SIV).

#### **Totals**

This displays the total number of cases and individuals resettled by program type in the state.

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#: 6555

Bureau of Population, Refugees, and Migration Office of Admissions - Refugee Processing Center **State Monthly Arrivals** 

For the Reporting Month of: November 2015

Texas

**Refugee Arrivals** 

**Destination City** RA **Case Number** Size AP# Rel **Last Name First Name Middle Name** 

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# Exhibit 8

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	ederal Assistance		3. Amendment N	umber	4. Amendment Type	
	Award Coversheet					
<ol> <li>Recipient Name, Address and Con- International Rescue Committee, In</li> </ol>			6. Project Period			
122 E 42nd St Fl 12			From: 10/20/20		ugh: 09/30/2016	
New York, NY 10168-1299			7. Funding Period			
UNITED STATES			From: 10/20/2 8. Program CFDA		ugh: 09/30/2016	
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IRC FY2016 Reception and Placem	nent Program					
12. Purpose						
To provide Reception and Placeme	ent (R&P) services to refugees	admitted to th	e United States unde	r the US Refugee	Admissions Program (USRAP).	
13. Issued By Bureau of Population Refu	igees and Migration - Comptrollers	14. Funds C	ertified By			
2201 C Street NW, 8th Flo		Ms. Pan	nela-Marié Y Thorn	-1		
Washington, DC 20520 UNITED STATES		10/20/20	I Management Analy 115	st		
15. Statutory Authority - Authorization		16. Agreem				
MRAA (Migration and Refugee Ass	istance act)				cordance with the Notice of Award, y reference or as attached, and the	
		oved application inco				
17. Statutory Authority - Appropriation		2 CFR 2	00			
Migration and Refugee Assistance		2 CFR 6	00 d Application Attache	2d		
			See Terms and Cond			
18. Funding Distribution	Total Prior Costs		Total New C	osts	Amended Total Costs	
U.S. Share of Costs	Total Thor Costs	\$0.00	Total New C	\$2,505,778.00	\$2,505,778.00	
Recipient Share of Costs		\$0.00		\$0.00	\$0.00	
Total Costs		\$0.00		\$2,505,778.00	\$2,505,778.00	
19. Recipient Name, Title and Signatur	е	20. Grants	Officer Name, Title a	nd Signature		
Ms. Kimberly Gildersleeve		Ms. Norin, Reasmy				
Name		Name				
Electronically Signed		Electronically Signed				
Signature		Signati	ıre			
Acting Director	10/22/2015	Grants	Officer		10/20/2015	
Title	Date	Title			Date	
21. Accounting and Appropriation Dat	a	- II	Amount	22. Send Reques	ts for Reimbursement to:	
19X11430009,2016,,1037,4122,2512,,,031000,,2016FDS	TRRM1439,1037650510		\$2,505,778.00	•	ent of Health and Human Servic Management System	
				es rayment	wanagement System	
00 0		101 - 11				
23. By signing this agreement, the reciplocument within 10 business days of the					ent is required to sign and return this	
·						
Terms and Conditions attached:	⊠ Yes □ No					

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# **AWARD ATTACHMENTS**

# International Rescue Committee, Inc.

S-PRMCO-16-CA-1005

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

S-PRMCO-16-CA-1005



# U.S. Department of State Award Provisions

## 1. Purpose/Scope of Award:

- a. Purpose: **International Rescue Committee (IRC)**, 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 2016 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 revised proposal dated September 23, 2015, 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, 2015 through September 30, 2016.
- c. Statement of 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;

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International Rescue Committee

S-PRMCO-16-CA-1005

- 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;
  - 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

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International Rescue Committee

S-PRMCO-16-CA-1005

- 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 agency and expectations of the agency and self
  - iv. Refugee has a basic understanding of U.S. laws and cultural practices
- 9) ensure that R&P program and performance information is accessible to the public.

### 2. Grants Officer Contact Information:

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

## 3. Grants Officer Representative (GOR):

Irving Jones
Program Officer
Office of Refugee Admissions
Bureau of Population, Refugees, and Migration
United States Department of State
2201 C Street, NW, 8th Floor, SA-9
Washington, DC 20520
JonesJI2@state.gov
Phone 202-453-9248
Fax 202-453-9393

## 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: <a href="https://statebuy.state.gov">https://statebuy.state.gov</a>, 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	\$279,487
2. Fringe Benefits	\$82,449
3. Travel	\$13,066
4. Equipment	\$901
5. Supplies	\$48
6. Contractual	\$0
7. Construction	\$0
8. Other Direct Costs	\$1,932,672
a. Refugee Per Capita (915*\$1,125): \$1,029,375	
b. Affiliate Per Capita (915*\$900): \$823,500	
c. Other:	
Professional Fees: \$1,250	
Space/Utilities: \$46,786	
Other: \$31,761	
9. Total Direct Costs (lines 1-8)	\$2,308,622
10. Indirect Costs (8.54% provisional)	\$197,156
11. Total Costs (lines 9-10)	\$2,505,778
12. Recipient Share	\$0

- 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

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International Rescue Committee

S-PRMCO-16-CA-1005

- 1) The Bureau shall provide the Recipient a fixed per capita grant of \$2,025.00 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 915 refugees who are expected to arrive in the United States during the period October 1, 2015 through September 30, 2016. 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 \$2,025.00 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 \$900.00 (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, 2015 through September 30, 2016.
- 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, 2015 through September 30, 2016, but in no case shall the total payment of refugee per capita funds exceed \$1,029,375 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 \$823,500 OR shall be made only for the number of assigned refugees who actually arrive in the United States during the period October 1, 2015 through September 30, 2016, whichever is higher. In no case shall the total payment of affiliate per capita funds exceed \$823,500 during this period.
- 5) This agreement may be amended to reflect the actual number of refugee arrivals during the period October 1, 2015 through September 30, 2016 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

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**International Rescue Committee** 

S-PRMCO-16-CA-1005

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, 2016 from which funded and reported as part of the final or interim final financial report for the period October 1, 2015 through September 30, 2016. Funds remaining at the end of the above-specified period shall be returned to the Bureau.

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**International Rescue Committee** 

S-PRMCO-16-CA-1005

- 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 paragraph 8 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 <a href="https://www.grantsolutions.gov">www.grantsolutions.gov</a>. 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:

S-PRMCO-16-CA-1005

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, 2015	December 31, 2015	January 31, 2016
January 1, 2016	March 31, 2016	April 30, 2016
April 1, 2016	June 30, 2016	July 31, 2016
July 1, 2016	September 30, 2016	December 31, 2016

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 the extent to which they were accomplished. The Performance Progress Report (SF-PPR) is a standard, government-wide performance reporting format available at:

http://www.whitehouse.gov/omb/grants forms/. Recipients must submit the signed SF-PPR cover page with each program report.

# **Quarterly R&P Program Report**

The Recipient shall submit quarterly 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;

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International Rescue Committee

S-PRMCO-16-CA-1005

- 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.

## **Annual Report**

The Recipient shall submit no later than March 31, 2017, 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, 2015 through September 30, 2016:

- 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, 2016, 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 RPC no later than the 15<sup>th</sup> day of the second month following the end of the R&P period, and shall be considered timely if electronically submitted on or before the due date. The report shall be submitted to the RPC at Incoming-Datafiles@wrapsnet.org. The Recipient will retain the reported information for a period of not less than one year from the date of arrival, and will make it available for review by the Bureau upon request.

**International Rescue Committee** 

S-PRMCO-16-CA-1005

## 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 on March 31, 2017. 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 Refugee Processing Center within sixty (60) days its claimed arrivals each month.\_A final summary of the Recipient's claimed arrivals for the period October 1, 2015 through September 30, 2016 must be reconciled with the Refugee Processing

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International Rescue Committee

S-PRMCO-16-CA-1005

Center no later than December 31, 2016.

## **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. Financial reports shall be submitted within thirty (30) days following the end of each calendar year quarter (January 30<sup>th</sup>) during the validity period and transmitted as a Grant Note through www.grantsolutions.gov. 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 or interim final financial report for expenditures together with a summary report of the previously reported quarterly expenditures shall be due March 31, 2017. 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.

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International Rescue Committee

S-PRMCO-16-CA-1005

**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 <u>transmitted</u> as a Grant Note through <u>www.grantsolutions.gov</u>.

For Local Office/Affiliate and Payments to or on Behalf of Refugees expenses: In addition to the SF-425 required in paragraph (a) 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 <a href="transmitted">transmitted</a> as a Grant Note through <a href="www.grantsolutions.gov">www.grantsolutions.gov</a>.

## Availability of Per Capita Funds

A written statement must be submitted on or before December 31, 2016 reporting the amount of per capita funds and accrued interest unexpended and available as of October 1, 2016. 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, 2015 through September 30, 2016.

Should the Recipient have any unexpended per capita funds as of the financial report due on March 31, 2017, such funds must be returned to the Bureau no later than April 30, 2017.

#### **IOM Promissory Note Repayments**

The Recipient shall submit 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, 2016, April 30, 2016, July 31, 2016, and October 31, 2016.

### 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, 2015 until the date of the award.

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International Rescue Committee

S-PRMCO-16-CA-1005

#### 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 Refugee 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.

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International Rescue Committee

S-PRMCO-16-CA-1005

12. Program Income: N/A

13. Cost-Sharing: N/A

14. Sub-recipients: N/A

## 15. Additional Bureau Specific Requirements:

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

## a. Program Management

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

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**International Rescue Committee** 

S-PRMCO-16-CA-1005

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; or

S-PRMCO-16-CA-1005

- 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 above that the Recipient proposes for affiliate status in the proposal for the FY 2016 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) "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.
- 6) "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.
- 7) "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.
- 8) "**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.
- 9) "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.

  10) "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 Performance Outcomes
  - a) Refugee is in 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 affordable dwelling; and
    - 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 necessities;
    - 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 thirty (30) days of arrival;
    - vii. Refugee knows where to get assistance to file paperwork to bring family members to the U.S.; and
    - 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); and
    - 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 a phone call, and how to be contacted;
    - ii. Refugee understands the effects of moving;

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International Rescue Committee

S-PRMCO-16-CA-1005

- iii. Refugee knows the role of the agency and expectations of the agency and self: and
- iv. Refugee has a basic understanding of U.S. laws and cultural practices.

## 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

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International Rescue Committee

S-PRMCO-16-CA-1005

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 during its first year of operation. 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 or develops private resources for Reception and Placement activities;
- (b) a description 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, including evidence of refugee understanding of cultural orientation topics:
- (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) a description of the affiliate's training plan;
- (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;

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**International Rescue Committee** 

S-PRMCO-16-CA-1005

- (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. 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. evidence of refugee understanding of cultural orientation topics;
- v. presence of all documents in files and degree to which each has been thoroughly and legibly completed;
- vi. evidence of orientation and training of staff, volunteers, and co-sponsors;
- vii. evidence of the affiliate's policy on the prevention of sexual exploitation and abuse; and
- viii. affiliate R&P performance outcomes.

S-PRMCO-16-CA-1005

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 one hundred (100) miles within the same state of the affiliate and cases without U.S. ties to be placed within a radius of fifty (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 affiliate 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

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International Rescue Committee

S-PRMCO-16-CA-1005

all assured cases that have not arrived to be returned to the Refugee Processing Center (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

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**International Rescue Committee** 

S-PRMCO-16-CA-1005

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 Refugee Processing Center. When the Recipient relies on an affiliate or local co-sponsor to provide a service, the Recipient shall remain responsible for ensuring that the service is provided.
- 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

International Rescue Committee

S-PRMCO-16-CA-1005

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; 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

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

## g. Core Services

#### 1) Pre-Arrival Services.

The responsibilities in paragraphs a), b), c), and e) may not be delegated; the responsibilities in paragraph d 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 Refugee Processing Center; and
- e) Train any affiliate or local co-sponsor that has agreed in writing to assist the Recipient in sponsorship and ensure that the affiliate or local co-sponsor understands the overall sponsorship process, the Recipient's role, and the responsibilities of affiliates and local co-sponsors.

## 2) Case File Preparation and Maintenance

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

- a) a clearly legible case note log which shows the date, mode, and substance of regular affiliate/refugee contact throughout the R&P period and which identifies the person or entity making such contact; a clear plan of action and follow-up (service plan) for each refugee, including children, in the case, based on an assessment of individual needs, and a detailed record of basic needs support and core service delivery;
- b) 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 an adult member of the refugee case of receipt of cash and in-kind support and evidence that the amount

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International Rescue Committee

S-PRMCO-16-CA-1005

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;

- c) 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;
  - d) if appropriate, a copy of the signed co-sponsor agreement;
  - e) evidence that housing was provided in accordance with this agreement;
  - f) evidence that an intake interview as described herein was conducted;
- g) evidence that orientation as described herein was completed, and documentation of refugee understanding of orientation topics;
- h) 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;
- i) documentation of assistance with enrollment in state-administered assistance and social service programs;
- j) 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
- k) 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);
- l) evidence that the legal requirement for males between the ages of 18 and 26 to register for the selective service within thirty (30) days of arrival has been completed (as appropriate) and that the refugee was provided with information on the requirement to notify the Selective Service System of each change of address;

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**International Rescue Committee** 

S-PRMCO-16-CA-1005

- m) a service plan which indicates the initial assessment of employability for each refugee, including the reason(s) a person may not be employable;
  - n) a legible copy of the I-94 form for each refugee in the case;
- o) 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;
  - p) a copy of the assurance form or equivalent documentation; and
  - q) where applicable, copies of suitability determinations for placement of refugee minors, follow-up evaluation forms, signed statements concerning responsibilities and legal obligations in the state of residence, and a copy of the best interest determination (BID) of the child, if available.

#### 3) Reception Services

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

#### 4) Basic Needs Support

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

a. Decent, safe, and sanitary housing based on federal housing quality standards or local or state standards if local or state standards are higher than federal standards, and the following:

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International Rescue Committee

S-PRMCO-16-CA-1005

- 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.

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**International Rescue Committee** 

S-PRMCO-16-CA-1005

- 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.
  - 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.

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International Rescue Committee

S-PRMCO-16-CA-1005

## 5) Core Services

These services shall be provided with appropriate language interpretation:

## a) Intake Interview

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

#### b) Home visits

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

- c) Assistance with the following on the schedule noted:
  - i. Application for social security card(s) within seven (7) working days of arrival.
  - ii. Application for cash and medical assistance, as appropriate, within seven (7) working days of arrival.
  - iii. Application for food stamps, if necessary, within seven (7) working days of arrival.
  - iv. Enrollment in other services for which each refugee is eligible, as appropriate, within ten (10) working 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) Service Plans

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International Rescue Committee

S-PRMCO-16-CA-1005

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 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:
- ii. Assist each employable refugee to enroll in such appropriate job counseling, job placement, and/or job training programs as are available in the community; and
- iii. 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

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:

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**International Rescue Committee** 

S-PRMCO-16-CA-1005

- 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 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 <a href="https://www.COResourceExchange.org">www.COResourceExchange.org</a>. Orientation topics and content objectives must include:

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International Rescue Committee

S-PRMCO-16-CA-1005

## 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.

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International Rescue Committee

S-PRMCO-16-CA-1005

- 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.

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International Rescue Committee

S-PRMCO-16-CA-1005

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:

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**International Rescue Committee** 

S-PRMCO-16-CA-1005

- 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. As assessment of the family unit's understanding of and intentions regarding securing legal responsibility for the child; and
  - v. As 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 Refugee Processing Center 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

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International Rescue Committee

S-PRMCO-16-CA-1005

determines that the child's placement with the non-parental unit is not suitable, the Recipient shall notify the Bureau immediately in order to coordinate transfer of the unaccompanied minor to foster care;

- f) In the case of a minor entering with or coming to join non-relatives (code M3), the Recipient, other than those referenced in subsection 16.g.6 above, shall obtain the Bureau's agreement to the placement before assuring the case;
- g) For unaccompanied minors resettling with non-relatives or non-parental relatives (code M2, M3, M6), the Recipient shall orient the family unit to the nature and expectations of U.S. practices and legal requirements respecting child care using appropriate language interpretation as necessary, and provide the family unit with a written statement, provided or approved by the state, county, or local child welfare bureau, and translated as necessary, of its responsibilities and legal obligations in caring for the child. This statement shall include requirements for guardianship, licensing as a foster care provider if relevant, or other forms of legal responsibility. The acknowledgement of understanding and commitment to carry out such responsibilities in the written statement shall be documented by having the responsible adult(s) in the family unit sign the statement. Copies of the signed statement shall be given to the family unit and retained in the case file covering the minor. In the case of a minor entering the United States alone, this will be done at the time of the suitability determination described in subsection 16.g.6.c above. In the case of a minor traveling with relatives, this will be done during the orientation described in subsection 16.g.6.e above;
  - h) For minors described as codes M2, M3, M5, M6 and M7, the Recipient shall:
- i. Advise, encourage, and assist the family in regard to the above-mentioned responsibilities and legal obligations in caring for the child under the requirements of the state;
- ii. Provide regular and personal contact with the minor for ninety (90) days following arrival, and maintain in the case file covering the minor records of assistance to the minor and of the minor's needs during the ninety (90)-day period;
- iii. Within fourteen (14) days after the ninetieth (90<sup>th</sup>) day after arrival, conduct a follow-up home visit to determine the continued suitability of the placement and to assess the need for continued services and arrange for such services, if needed and feasible; and
- iv. Within thirty (30) days after the ninetieth (90<sup>th</sup>) day after arrival submit a minor follow-up evaluation report, including an assessment of the family unit's understanding and intentions regarding the securing of legal responsibility for the minor under state law. Copies of this evaluation shall be retained in the case file covering the minor and sent to the Recipient's headquarters and the State Refugee Coordinator so that further action may be taken by the state if the state deems it necessary. Headquarters should maintain the completed Minor Follow-up Evaluation Forms for no less than one year after the minor's arrival to the U.S.

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

#### 7) **Foster Care**

### a) General

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

## b) Pre-arrival Services

The Recipient shall, with respect to foster care minors assigned to it by the Refugee Processing Center (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 Refugee Processing Center 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 voluntary agency, assign the case to one of the state-authorized providers of foster care services (hereinafter referred to as an "approved provider") listed in 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 voluntary 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

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International Rescue Committee

S-PRMCO-16-CA-1005

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; and
- iii. When the Recipient deems it appropriate, provide funding for emergency needs of foster care minors that cannot be met through other social service programs and that arise within ninety days of a minor's arrival in the United States; and
- iv. Initiate preparation of the Interstate Compact Form and prepare documents that are required to transfer a foster care minor to another state, if necessary.

#### d) Case Files

The Recipient shall establish and maintain a case file on each arriving foster care minor assigned under this agreement that includes a written confirmation of sponsorship, biographic data, and other information pertinent to managing the minor's initial resettlement. The Bureau, the Inspector General of the Department of State, and any of their authorized representatives shall have the right to examine at any reasonable time the case files maintained by the Recipient. It is expected that all case files will be treated as confidential.

#### 8) Loan Services

a) Recipient hereby confirms that it will operate in accordance with all the terms of the current Memorandum of Understanding (MOU) entered into by the Recipient or its representative with IOM for servicing refugee transportation loans, and also confirms that it will actively participate in all meetings organized by the IOM, in consultation with the Bureau, to discuss methods, policies and procedures for standardizing services among all participating organizations. These meetings are intended to provide information and guidance that will improve loan services.

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**International Rescue Committee** 

S-PRMCO-16-CA-1005

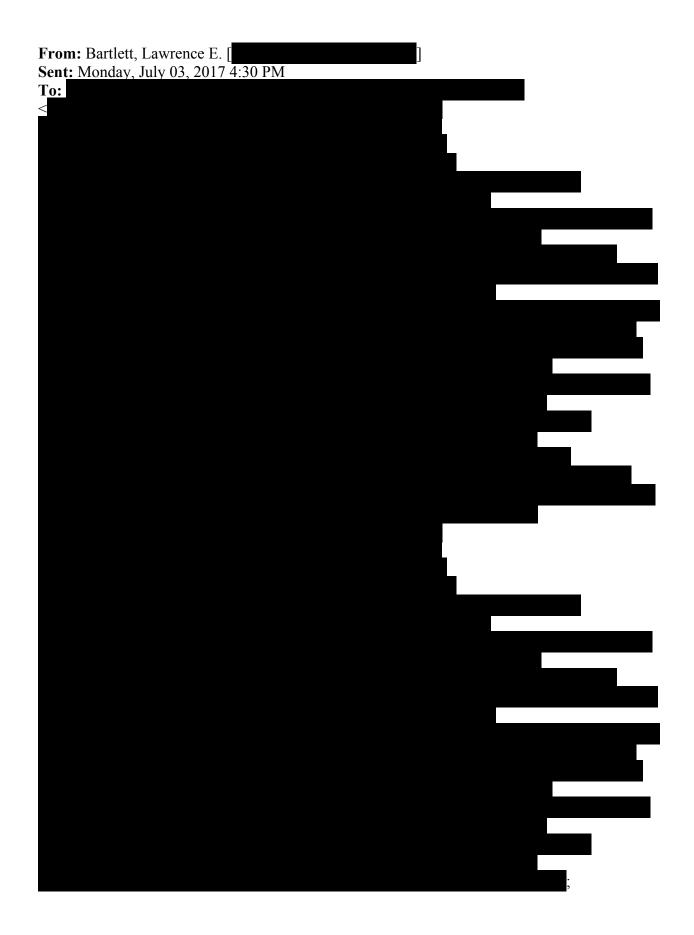
- b) In accordance with the MOU, entered into by the Recipient or its representative with IOM, the Recipient is required to use its best efforts for transportation loan services through the establishment and maintenance of a computerized system that permits the initial bill to be sent within six (6) 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.

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**International Rescue Committee** 

S-PRMCO-16-CA-1005

- d) The Recipient agrees to cover all expenses of loan services activities from the twenty-five percent (25%) amount that is authorized to be retained from the funds repaid by refugees and to transfer the remaining seventy-five percent (75%) promptly to IOM.
- e) In the event Recipient provides resettlement services to a refugee but is not designated by IOM as the billing agency for the refugee's transportation loan or has returned the loan to IOM, Recipient shall assist IOM or any other entity assigned responsibility for providing loan services to refugees being resettled under this Cooperative Agreement. The assistance shall continue during the Reception and Placement period and include: informing each adult refugee having signed a loan note of their legal responsibility to fully repay the loan in accordance with the schedule set forth in their loan note, unless revised in writing by the loan servicing agency; reporting each adult refugee's initial resettlement address or subsequent address change; responding to inquiries from the loan servicing agency for address information; and providing the social security number of each adult refugee holding a loan.
- 17. Special Provision for Performance in a Designated Combat Area (SPOT): N/A
- 18. State Department Leahy Amendment Vetting Requirements: N/A
- 19. Statutory Deviations: N/A





**Subject:** Message #17: Update on Refugee Admissions and Operations

Dear colleagues,

Further to Message #16, below please find updated guidance related to the implementation of Executive Order 13780

## IMPORTANT: Documentation of bona fide U.S. relationship

- 1. With immediate effect, RSCs must alert all applicants\* of the need to provide documentation or other verifiable information supporting a credible claim of a bona fide relationship with a close family member in the United States, either prior to departure to the U.S. or prior to DHS interview (if the applicant has not already been interviewed). RSCs should contact all applicants that are pending travel or are scheduled for DHS interview, not only those with U.S. ties listed in WRAPS. Anyone on the case may have the qualifying relationship with the U.S. person. (\*The exceptions to this requirement include the following: P-3 cases, form I-730 follow-to join cases, and Iraqi and Syrian P-2 cases where access is based on an approved form I-130, as these cases have already demonstrated a relationship to a close family member in the United States.)
- 2. Per Message #16, 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.
- 3. Examples of documentation could include birth certificates, marriage certificates, affidavits of relationship, or any other documentation or evidence that corroborates the relationship such as emails/letters or money transfer receipts.

- 4. RSCs should collect and scan this relationship documentation into WRAPS, labeling the documents "Bona Fide Relationship Evidence," and should send their PRM Program Officer a list of names and case numbers to be verified by PRM/A in Washington. RSCs should send this list at least daily, or more frequently as required, starting with those cases nearest to departure.
- 5. Pre-DHS applicants should be told to bring these documents with them to the USCIS interview.
- 6. If the applicant has no documentation beyond the family tree in WRAPS, please upload a brief note to that effect labeled as the "Bona Fide Relationship Evidence" document.
- 7. We are awaiting further guidance on cross-references that have no family tie of their own in the U.S. For the moment, those cases may not travel.
- 8. We are still determining the process for an entity in the U.S. to present documentation or other verifiable information supporting a credible claim by a refugee to a bona fide relationship with that entity, and will provide additional guidance shortly.

#### **Travel**

- 9. The suspension of refugee travel and decisions on applications for refugee status in Section 6(a) EO 13780 will continue for a period of 120 days from the date of implementation of the Supreme Court's decision (June 29).
- 10. All refugees who are on an ABN will be permitted to travel until the date on which we reach 50,000 arrivals. Once we reach 50,000, which will occur on or around July 12, we will begin to apply the guidance provided in Message #16 regarding qualifying relationships.
- 11. No new ABNs for travel for cases with or without the required bona fide relationship to a person or entity in the United States may be requested at this time. We hope to allow new ABNs for such cases to resume in the very near future, once we clarify verification procedures.

## **Processing**

12. PRM is confirming the DHS circuit ride/interview schedule during the 120-day pause. For current circuit rides and locations where ongoing processing occurs, those with no claim to a relationship with a person or entity in the United States, the DHS officer will proceed with a standard refugee interview, but the case will be placed on hold

pending further guidance. If the DHS officer determines an applicant has established a credible claim to a bona fide relationship with a person or entity in the U.S., the officer will follow normal adjudicative procedures, making a recommended decision or final decision on the cases if all necessary steps have been completed. Please stand by for further guidance on DHS circuit rides/interviews during Q4 of FY 2017.

- 13. UNHCR referrals and direct applications to the USRAP may continue. All other processing steps may continue up to (but not including) placing passengers on ABN, unless they have established and PRM has confirmed a credible claim to a bona fide relationship with a person or entity in the U.S.
- 14. Security check requests may continue. RSCs should be aware that vetting partners continue to experience backlogs. Expedite requests, in cases of protection or medical emergency regardless of U.S. tie, should be flagged to your PRM Admissions Program Officer.
- 15. RSCs should not request digital I-590 stamping until further notice. The RPC has removed all cases from the Digital Stamp queue and disabled the Digital Stamp CAR until further notice.

## **Exceptions/Waivers**

- 16. Visa 93 applicants may travel during the 120-day pause.
- 17. The national interest waiver (for cases with no claim to a relationship with a person or entity to the U.S.) in the Executive Order does not apply after the 50,000 ceiling, until such time that a new Presidential Determination for FY 2018 is signed.
- 18. SIVs are not affected by the EO and should travel as usual.

If there is any ambiguity in interpreting an applicant's eligibility to travel during the 120-day pause, please reach out to your PRM Admissions Program Officer for clarification.

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

STATE OF HAWAI'I, and ISMAIL ELSHIKH,

Plaintiffs,

v.

Civil No. 17-00050-DKW-KSC

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.

## **CERTIFICATE OF SERVICE**

I hereby certify that, on the dates and by the methods of service noted below, a true and correct copy of the Declaration of Neal K. Katyal in Support of Plaintiffs' Motion to Enforce or, In the Alternative, to Modify Preliminary Injunction was served on the following at their last known addresses:

Served Electronically through CM/ECF on July 8, 2017, on counsel for all amicus parties of record and the following:

Elliott Enoki, Esq. <u>elliot.enoki@usdoj.gov</u>

Edric Ming-Kai Ching, Esq. <u>edric.ching@usdoj.gov</u>

Jeffrey B. Wall, Esq. <u>jeffrey.b.wall@usdoj.gov</u>

Chad A. Readler, Esq. <a href="mailto:chad.a.readler@usdoj.gov">chad.a.readler@usdoj.gov</a>

Michelle R. Bennett, Esq. <u>michelle.bennett@usdoj.gov</u>

Brad P. Rosenberg, Esq. <u>brad.rosenberg@usdoj.gov</u>

Daniel Schwei, Esq. daniel.s.schwei@usdoj.gov

DATED: Washington, D.C., July 8, 2017.

Respectfully submitted,

/s/ Neal K. Katyal

DOUGLAS S. CHIN (Bar No. 6465)
Attorney General of the State of Hawai'i
CLYDE J. WADSWORTH (Bar No. 8495)
Solicitor General of the State of Hawai'i
DEIRDRE MARIE-IHA (Bar No. 7923)
DONNA H. KALAMA (Bar No. 6051)
KIMBERLY T. GUIDRY (Bar No. 7813)
ROBERT T. NAKATSUJI (Bar No. 6743)
Deputy Attorneys General
DEPARTMENT OF THE ATTORNEY
GENERAL, STATE OF HAWAI'I

Attorneys for Plaintiff, State of Hawai'i

NEAL K. KATYAL\*
COLLEEN ROH SINZDAK\*
MITCHELL P. REICH\*
ELIZABETH HAGERTY\*
THOMAS P. SCHMIDT\*
SARA SOLOW\*
ALEXANDER B. BOWERMAN\*
HOGAN LOVELLS US LLP

\*Admitted Pro Hac Vice

Attorneys for Plaintiffs, State of Hawai'i and Ismail Elshikh