U.S. Department of State

FEDERAL ASSISTANCE AWARD

1. Recipient Name UNITED STATES CONFERENCE OF CATHOLIC BISHOPS		2. Assistance Type: ☑ Cooperative Agreement ☐ Fixed Amount Award ☐ Grant ☐ Property Grant ☐ Voluntary Contribution
3. Address 3211 FOURTH ST NE WASHINGTON, DC 20017-1104 UNITED STATES		
4. Recipient POC: Rachel Pollock Phone Number 202-541-3345 Email RPollock@USCCB.org		
5. Type of Entity U.S. Non-Profit Organization (501(c) (3))	6. Unique Entity Identifier 003260072	7. EIN/ TIN **********
8. CFDA Number 19.510	9. Statutory Authority for Assistance Migration/Refugee Act	10. Award Number SPRMCO21CA3291
11. Period of Performance Start Date 27-Sep-2021 End Date 30-Sep-2022		12. Amendment Number M003
13. Accounting and Appropriation Data See continuation sheet for Accounting and Appropriation data.		14. Funds Certified By Hurist Morgan

Funding Distribution

15.	Total Prior Costs	New Costs	Total Cost
U.S. Share of Costs	[redacted]	[redacted]	[redacted]
Recipient Share of Costs	[redacted]	[redacted]	[redacted]
Total Costs	[redacted]	[redacted]	[redacted]

16. Purpose of the Federal Award Activity
Provide initial relocation support services for Afghans paroled into the United States

17. Specific Award Conditions
☑ Attached

Agreement

The recipient agrees to execute the work in accordance with the Notice of Award, the approved application incorporated herein by reference or as attached, and 2 CFR Parts 200 and 600 including any subsequent revisions.

18a. Recipient Name Anthony Picarello		19a. Grants Officer Name Eric Hembree	
18b. Recipient Signature Anthony Picarello (electronically signed)		19b. Grants Officer Signature	
18c. Title	18d. Date (dd-mmm-yyyy) 08-Mar-2022	19c. Bureau/Office/Post BUREAU OF POPULATION, REFUGEES AND MIGRATION (PRM)	19d. Date (dd-mmm-yyyy) 08-Mar-2022

By signing this Federal award, the recipient acknowledges that it will comply with Federal regulations, the Terms and Conditions, and any Special Award Conditions associated with this award. Receipt of the recipient's signature and return of the Federal Award Coversheet is required within ten (10) business days of the Grants Officer's signature. Please return to the Grants Officer address indicated here: HembreeEL@state.gov

U.S. Department of State
Award Provisions

During the period of performance, the Recipient must comply with:

- The Award Provisions below;
- The Department of State Standard Terms and Conditions for Federal Awards, which are incorporated by reference and made part of this Federal Award. Electronic copies containing the complete text are available at: https://www.state.gov/m/a/ope/index.htm;
- The applicable sections of 2 CFR §200 and 2 CFR §600; and
- All assurances and certifications made during the application process.

1. Federal Award Identification Number (FAIN): SPRMCO21CA3291

2. Federal Share of Award: [redacted]

3. Purpose and Objectives of Award:

a. Purpose:

United States Conference of Catholic Bishops (USCCB), (hereinafter referred to as the "Recipient") is hereby provided a federal award, the purpose of which is to:

Partially support the Recipient's expenses in administering the FY 2021 – FY 2022 Afghan Placement and Assistance (APA) Program. Under section 2(c)(1) of the Migration and Refugee Assistance Act of 1962 (22 U.S.C. 2601(c)(1)), the President is authorized to furnish assistance from the Emergency Refugee and Migration Assistance (ERMA) Fund to meet unexpected urgent refugee and migration needs if the President determines that such assistance is important to the national interest. On July 23 and August 16, 2021, the President issued Presidential Determinations (PDs) 2021-09 and 2021-11, respectively, authorizing the use of up to a combined $600 million in ERMA for the purpose of meeting unexpected urgent refugee and migration needs of refugees, victims of conflict, and other persons at risk as a result of the situation in Afghanistan, including applicants for Special Immigrant Visas. The President also issued PDs on October 22, 2021 and February 1, 2022 authorizing $976.1 million and $1.2 billion, respectively, from ERMA for the purpose of meeting urgent refugee and migration needs to support Operation Allies Welcome and related efforts by the Department of State, including additional relocations of individuals at risk as a result of the situation in Afghanistan and related expenses. The Recipient shall, in accordance with its proposal (Attachment A, Attachment A001, Attachment A003, and Attachment A004 to this award):

1) promptly assure and prepare to receive Afghans granted parole;
2) provide Afghans granted parole with initial relocation support services appropriate to their personal circumstances;
3) maintain national capacity for initial relocation support services for Afghans granted parole; and,
4) assist Afghans granted parole in their transition into the United States, including assistance with accessing services to apply for adjustment of status, as eligible.

The Recipient shall carry out this award in accordance with its proposal dated August 27, 2021, and any revisions to which both parties agree to in writing. The Recipient's proposal and any subsequent negotiated revisions are hereby incorporated by reference.

b. Objectives and Expected Outcomes: The Recipient agrees to perform the program and meet the specific objectives below:

1) ensure sound and timely operations to appropriately prepare and plan for the arrival to local affiliates or APA community partners of program beneficiaries;
2) provide sound oversight and support to maintain a flexible, well-equipped, and knowledgeable affiliate network;
3) deliver timely and individualized services that promote program beneficiary well-being, integration, and self-sufficiency;
4) regularly engage, inform, and consult resettlement partners in their communities;
5) ensure program beneficiaries are connected to eligible services and oriented to their new communities;
6) ensure that APA initial relocation support services are made available in an appropriate language to program beneficiaries through its nationwide network of affiliated offices and community partners, to the extent possible;
7) ensure that each program beneficiary receives the following initial relocation support 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) Material needs support and services 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, if applicable; assistance in accessing health screenings and assistance accessing other necessary health and mental health services, as eligible; assistance in obtaining appropriate benefits, other social services, and English language instruction, as eligible; assistance with enrollment in employment services, as eligible; assistance registering children in school; and assistance with accessing immigration legal services, as applicable;
    e) At least two home visits, virtual or in-person, within the first 30 days;
    f) Case management during the initial 30-day period;

g) Basic cultural orientation, with appropriate language interpretation to the extent possible; and
h) Assistance to minors resettled in non-parental family units, including: 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;

8) ensure effective monitoring of local affiliates and APA community partners performing APA initial relocation support services in accordance with the Cooperative Agreement;
9) ensure that APA Program and performance information is accessible to the public; and
10) provide staff who will be assigned to various U.S. sites, including locations Fort Bliss, Texas; Fort Pickett, Virginia; Fort Lee, Virginia; Holloman Air Force Base, New Mexico; Marine Corps Base Quantico, Virginia; Camp Atterbury, Indiana; Joint Base McGuire-Dix-Lakehurst, New Jersey; Fort McCoy, Wisconsin; and other domestic locations, as requested by PRM. These personnel will facilitate legal orientations and support; support processing steps to varying degrees; collaborate with other NGOs, international organizations, and U.S. government agencies at these locations; organize Morale, Welfare, and Recreation (MWR) activities; and other various tasks, as requested by PRM and described in Attachment A001.

4. Contact Information:

a. Grants Officer
Eric Hembree
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
[redacted]

b. Grants Officer Representative:
Holly Herrera
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
[redacted]

5. Authorized Budget Summary:

Unless otherwise stipulated, funds provided under this award may only be expended on authorized activities which take place during the period of performance.

Budget Categories	Prior Costs	New Costs	Total Costs
1. Personnel	[redacted]	[redacted]	[redacted]
2. Fringe Benefits	[redacted]	[redacted]	[redacted]
3. Travel	[redacted]	[redacted]	[redacted]
4. Equipment	[redacted]	[redacted]	[redacted]
5. Supplies	[redacted]	[redacted]	[redacted]
6. Contractual	[redacted]	[redacted]	[redacted]
7. Construction	[redacted]	[redacted]	[redacted]
8. Other Direct Costs a) Beneficiary Per Capita ([redacted] * $1,225) = [redacted] b) Affiliate Per Capita ([redacted] * $1,050) = [redacted] c) Additional Assistance: [redacted] d) Capacity Development: [redacted] e) Other: Space/Utilities: [redacted] Other: [redacted] U.S. Site Support: [redacted]	[redacted]		
9. Total Direct Costs (lines 1-8)	[redacted]		
10. Indirect Costs	[redacted]	[redacted]	[redacted]
11. U.S. Share of Costs (lines 9-10)	[redacted]		
12. Recipient Share of Costs	[redacted]	[redacted]	[redacted]

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, Attachment A001, Attachment A002 and Attachment A004 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 program beneficiary 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/Community Partners and Services to Program Beneficiaries Per Capita Grant

1) The Bureau shall provide the Recipient a fixed per capita grant of $2,275.00 per Afghan granted parole who is assured by the Recipient pursuant to this agreement for a total of up to [redacted] program beneficiaries who are expected to arrive in the United States during the period August 15, 2021, through September 30, 2022. 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 program beneficiaries and providing services to them, within the parameters of this subsection 5.c.

2) Of the $2,275.00 fixed per capita grant:
   a) At least $1,225.00 (program beneficiary per capita) is to be provided in its entirety to the affiliate and community partners to which the APA case is assigned and is to be used to cover payments made by the affiliate or community partner to or on behalf of individual program beneficiaries for cash disbursement and/or purchases on behalf of the APA case for the purpose of meeting material needs according to the requirements of the program;
      i. No less than $1,025.00 of this $1,225.00 must be spent on behalf of the program beneficiary by the affiliate or community partner to which the APA case is assigned during that individual's APA service delivery period;
      ii. Up to $200.00 of this $1,225.00 may be spent on behalf of other vulnerable program beneficiaries assigned to the same affiliate or community partner who have unmet needs during their APA service period;
   b) No more than $1,050.00 (affiliate per capita) may be used to partially cover the actual expenses of the affiliates or community partner to which program beneficiaries 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 APA program, deliver cultural orientation, and/or otherwise improve the quality of the APA services.
   c) The Recipient will demonstrate through the reporting required under this agreement that the amounts funded for the per capita grants were provided by the Recipient in their entirety to affiliates or community partners based on the total number of Afghans granted parole assigned to the Recipient during the period of September 1, 2021, through September 30, 2022.

3) No more than [redacted] may be spent for additional assistance provided to the most vulnerable program beneficiaries that have (1) significant unmet housing needs, in order to pay rent and other associated housing costs to include deposits and utility bills during their APA service period; and/or (2) lack of access to necessary technology, to pay one-time internet connectivity costs and prepayment of Wi-Fi and/or a data plan per household, and/or a personal computer or tablet for each school-aged child participating in remote learning, and/or a shared personal computer, tablet, and/or smart phone for the adults of the household (critical for telemedicine, cultural orientation, education, communication, etc.); and/or 3) significant unmet nutritional or food needs including provision of food items or direct assistance to purchase food items that is provided until

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

a) This assistance should only be provided to the most vulnerable program beneficiaries that have significant unmet housing needs in paying rent and other associated housing costs and/or would otherwise not have access to necessary technology and/or do not have access to sufficient food items during their APA service period.
b) This assistance should focus on unmet needs and not duplicate or supplant programs available under any other Federal source of funding.
c) This assistance should only be provided to Afghans granted parole who are actively participating in APA activities or required activities in any other benefit program in which they are enrolled, or have documented extenuating circumstances that prevent them from actively participating. This assistance should be administered in a manner that would not adversely affect eligibility for other programs and benefits.

4) No more than [redacted] may be spent for the actual expenses of affiliates for the purpose of supporting affiliate capacity development, to include hiring of new staff, conducting community consultations and outreach, and other administrative costs necessary to support the development of local capacity sufficient to support increased placements, as appropriate.
5) No more than [redacted] may be spent for the actual expenses to provide staff support to assist with the activities, as outlined in subsection 3.b.10 through March 31, 2022.
6) Payment of the amounts specified in subsection 5.c.2(a) shall be made only for the number of assigned program beneficiaries who actually arrive in the United States during the period August 15, 2021, through September 30, 2022, but in no case shall the total payment of per capita funds exceed [redacted] during this period.
7) Payment of the amounts specified in subsection 5.c.2(b) may be made in advance of actual arrivals and shall be for the actual expenses of affiliates or community partners up to [redacted] OR shall be made only for the number of assigned program beneficiaries who actually arrive in the United States during the period August 15, 2021, through September 30, 2022, whichever is higher. In no case shall the total payment of affiliate per capita funds exceed [redacted] during this period.
6) This agreement may be amended to reflect the actual number of arrivals during the period August 15, 2021, through September 30, 2022 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 and by PRM Admissions Program Announcements which reference this agreement, for the provision of initial relocation support services. Program announcements do not otherwise create additional responsibilities that require additional funds. The funds awarded under this agreement may not be used to cover expenses of other activities or services that may be provided to program beneficiaries during their APA service period. 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' or community partners' expenses and shall not be used to cover national management expenses, as specified in subsection 5.c.2.

f. The program beneficiary per capita funds earned under this agreement must be used in their entirety by the Recipient's affiliate or community partner to which the APA case is assigned to cover cash disbursements to program beneficiaries and/or purchases on behalf of the program beneficiary for the purpose of meeting his/her material needs according to the requirements of this program and shall not be used to cover national management expenses, as specified in subsection 5.c.2.

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

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

i. Per Capita Funds

1) Any unexpended per capita funds designated for affiliates' or community partners' expenses may be used to continue authorized core services beyond the APA period for Afghans granted parole assigned under this agreement, excluding payments to or on behalf of program beneficiaries which must be expended by the end of the APA period.
2) Per capita funds designated for payment to or on behalf of each program beneficiary may be used only to cover direct payments to or on behalf of each program beneficiary and must be expended by the end of their APA period. A minimum of $1,025 per capita must be spent on each program beneficiary.
3) Up to $200 per capita of funds designated for payment to or on behalf of program beneficiaries may be used only to cover direct payments to or on behalf of any program beneficiary placed at the affiliate or community partner 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, 2022 from which funded and reported as part of the final or interim final financial report for the period September 1, 2021, through September 30, 2022. 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 APA Program that will ensure that each organization is reimbursed for the actual number of program beneficiaries to whom it has provided services required by this agreement.

j. Capacity Development and Additional Assistance

1) Additional assistance designated for the most vulnerable program beneficiaries that have significant unmet housing and/or technology needs and/or nutritional needs may be used only to cover direct payments to or on behalf of each program beneficiary and must be expended by the end of their APA period.
2) All capacity development and additional assistance funds earned under this agreement, however, must be expended no later than three (3) months following September 30, 2022 from which funded and reported as part of the final or interim final financial report for the period September 1, 2021, through September 30, 2022. Funds remaining at the end of the above-specified period shall be returned to the Bureau.

k. 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."

l. Grants and Grantee Requirements for Breach Response: When a grant recipient uses or operates a Federal information system or creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of PII within the scope of a Federal award, the agency shall ensure that the grant recipient has procedures in place to respond to a breach and include terms and conditions requiring the recipient to notify the Federal awarding agency in the event of a breach. The procedures should promote cooperation and the free exchange of information with Federal awarding agency officials, as needed, to properly escalate, refer, and respond to a breach.

6. Indirect Costs:

Type	Rate (%)	Applicable to
[redacted]	[redacted]	[redacted]

The base of application for the rate(s) above is defined in the Recipient's Negotiated Indirect Cost Rate Agreement dated June 17, 2021.

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 September 1, 2021 until the date of the award.

8. Program Income:

Deduction: Any program income earned by the Recipient as a result of this award and during the period of performance must be deducted from the total allowable costs in order to determine the net allowable costs for the award.

9. Cost-Sharing: N/A

10. Subrecipients:

Subawards not included in the Recipient's approved budget must be submitted to the Grants Officer prior to execution in order to determine cost allowability. Issuing subawards that were not proposed in the Recipient's approved budget requires prior approval. The Recipient must submit the proposed subaward budget and scope of work to the GO for review of cost allowability and approval prior to executing a subaward. The executed subaward does not need to be submitted to the GO but must be provided upon request.

All subawards must comply with the requirements of 2 CFR §200.332--Requirements for pass-through entities.

11. Payments

a. Payments under this award will be made through the U.S. Department of Health and Human Services (HHS) Payment Management System (PMS). Unless otherwise stipulated, the Recipient may request payments on a reimbursement or advance basis. Instructions for requesting payments are available at: https://pms.psc.gov/.

Advance payments must be limited to the minimum amounts needed and be timed to be in accordance with the actual, immediate cash requirements of the Recipient in carrying out the purpose of this award. The timing and amount of advance payments must be as close as is administratively feasible to the actual disbursements by the Recipient for direct program or project costs and the proportionate share of any allowable indirect costs.

Failure to comply with the terms and conditions of this award may result in payment delays.

b. Requests for reimbursement of National Management Expenses shall be submitted 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 program beneficiaries who have actually arrived in the United States.

12. Reporting and Monitoring

The Recipient is required to submit quarterly performance and financial reports. All reports must be signed and certified by an authorized representative of the Recipient organization. All performance progress reports must indicate the Federal Award Identifying Number (FAIN), period of performance, reporting period end date, reporting frequency (quarterly, interim, semi-annual, annual, final) and include a detailed description of program progress.

Reports are due 30 days after the end of a reporting period and in accordance with the schedule below. **A final program and financial report is due 120 calendar days after the period of performance end date.** Failure to comply with these reporting requirements may jeopardize the Recipient's eligibility for future awards and/or delays in payments.

APA Performance Progress Report Schedule and Requirements:

Report Range Start	Report Range End	Due Date
September 1, 2021	December 31, 2021	January 30, 2022
January 1, 2022	March 31, 2022	April 30, 2022
April 1, 2022	June 30, 2022	July 30, 2022
July 1, 2022	September 30, 2022	January 30, 2023

Performance Reports:

As appropriate, performance reports must contain:

- A comparison of actual accomplishments to the objectives of the federal award established for the period. This should include information on how costs are tied to accomplishments;
- The reasons why established goals were not met; and
- Additional pertinent information including an analysis and explanation of cost overruns or high unit costs.

Performance Reports must be submitted to the Grants Officers and Grants Officer Representative via **SAMS Domestic**.

The Recipient acknowledges that the Department of State may make site visits as determined by the Grants Officer.

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 3.b. and the extent to which they were accomplished, by quarter and cumulative year-to-date. The Recipient shall include in the Program Progress Report a brief summary of:

1) APA program activities, including training, technical assistance, or other activities funded through this agreement;
2) Challenges or significant trends encountered in providing APA services;
3) Innovative or creative housing solutions developed by local APA programs;
4) Community engagement activities related to supporting Afghans granted parole including co-sponsorship or community sponsorship efforts;
5) National and local private resource development or private sector partnerships created to support the APA program;
6) Coordination with the State Refugee Coordinator, State Refugee Health Coordinator, and other required quarterly consultation participants and stakeholders, as appropriate;
7) The Recipient's affiliate/community partner monitoring and oversight activities to include findings and recommendations resulting from ongoing remote case file review, beneficiary feedback, and any APA monitoring conducted; and
8) Discussion of actions taken to address any identified weaknesses in APA service delivery.

By submitting each program report through the SAMS Domestic grants management system, the Recipient is certifying that to the best of their knowledge and belief that the report is correct and complete for performance of activities for the purposes set forth in the award documents.

Federal Financial Report Schedule and Requirements

Quarter Start Date	Quarter End Date	Report Due Date
September 1, 2021	September 30, 2021	October 30, 2022
October 1, 2021	December 31, 2021	January 30, 2022
January 1, 2022	March 31, 2022	April 30, 2022
April 1, 2022	June 30, 2022	July 30, 2022
July 1, 2022	September 30, 2022	January 30, 2023

All financial reports must be submitted using form SF-425—Federal Financial Report. Financial reports shall be completed in the Payment Management system. Instructions for completing the SF-425 in PMS are available at: https://pms.psc.gov/.

Financial Reports completed in PMS must also be downloaded and submitted to the Grants Officers and Grants Officer Representative via **SAMS Domestic**.

Reconciliation of Claimed APA Sponsorships

The Recipient shall reconcile with the Bureau within sixty (60) days its claimed arrivals each month. A final summary of the Recipient's claimed arrivals for the period September 1, 2021

through September 30, 2022 must be reconciled with the Bureau no later than December 31, 2022.

Inventory Report

A report shall be submitted **as a Post Award Task through https://mygrants.service-now.com** 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 or a previous PRM agreement.

This report must include the following information for each item purchased: description, date of purchase, serial number, source of funding for the property (including the applicable award 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 having a current per unit fair market value of $5,000 or more per unit.

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.

If no qualifying non-expendable tangible personal property requires reporting, the recipient shall upload a statement reporting there is no relevant property to report under this agreement.

Quarterly Status Report

The Recipient shall submit calendar quarterly status reports, in the formats attached hereto as Attachment C. The Attachment C reports shall be submitted within thirty (30) days following the end of each calendar year quarter (January 30th) during the validity period and **transmitted as a Post Award Task through https://mygrants.service-now.com.** 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 January 30, 2023. 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 Post Award Task through https://mygrants.service-now.com.**

For Local Office/Affiliate/Program Community Partners and Payments to or on Behalf of Program Beneficiary 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 or community partner noting the affiliate or community partner RPC code and city, number of program beneficiaries arrived, affiliate or community partner expenses per capita expenditure, and per capita expenditures to or on behalf of program beneficiaries during the quarter as set forth in Attachment C. The quarterly expenditure reports must be **transmitted as a Post Award Task through https://mygrants.service-now.com.**

For Capacity Development/Additional Assistance 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 indicates additional direct assistance expenditures detailed by affiliate or community partner RPC code and city, state, case number, case size, purpose, and length of time. A separate reporting of expenditures shall also be completed for capacity development expenditures that includes affiliate RPC code, city, and state.

Availability of Per Capita Funds

A written statement must be submitted on or before January 30, 2023 **as a Post Award Task through https://mygrants.service-now.com** reporting the amount of per capita funds and accrued interest unexpended and available as of September 30, 2022. 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 September 1, 2021 through September 30, 2022.

Should the Recipient have any unexpended per capita funds as of the financial report due on January 30, 2023, such funds must be returned to the Bureau no later than March 31, 2023.

IOM Promissory Note Repayments

The Recipient shall submit **as a Post Award Task through https://mygrants.service-now.com.**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, 2022, April 30, 2022, July 30, 2022, and October 30. 2022.

13. Substantial Involvement:

The Department of State will be substantially involved in carrying out the following aspects of this cooperative agreement:

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

a. Bureau

1) Office of Admissions

Acting as the Grants Officer's representative:

a) Provides overall policy guidance and program direction.

b) Reviews and comments on proposed budget for the Recipient.

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

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

2) Office of the Comptroller

a) Reviews and negotiates with the Recipient 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 transportation loan services.

14. Waiver of Acknowledgment of Department of State Support and Branding and Marking Requirements: N/A

15. Additional Bureau Specific Requirements:

I. 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 15.II below to program beneficiaries 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. The Bureau reiterates the importance of ensuring that comprehensive protection measures are in place for preventing and addressing sexual exploitation and abuse of persons of concern and that allegations of sexual exploitation and abuse by Recipient staff are reported to Bureau.
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.
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 community partners, and the Recipient's final consolidated placement plan, in a manner to be determined by the Bureau.
9) PRM Admissions Program Announcements and other formal communications, including emails, from PRM are for USRAP partner use only and are **not** for further or public distribution. Such information cannot be forwarded outside the organization, including to subsidiaries, without prior approval from PRM.

b. Confidentiality of Case Files and Program Beneficiary Data

Government records, data and information on program beneficiaries may not be used, disclosed, or disseminated, except in connection with the administration of the Afghan Placement and Assistance (APA) Program and only with the prior written consent of the Department of State. Administration of the APA Program permits data and information-sharing among APA partners, including IOM, DHS, HHS, and Resettlement Agencies, when access to the information is needed to carry out APA. All sharing of individual information is subject to the Privacy Act, 5 U.S.C. 552a and Department of State Privacy Policies. In accordance with these laws, relevant implementing regulations and policies, program beneficiary records, information and data originating from WRAPS, START, or Hummingbird may not be shared without prior written consent of the Department of State, no matter whether those records, information or data have been transferred into the Recipient's database and/or de-identified. Program Beneficiary data originating from WRAPS, START, or Hummingbird may not be used for research purposes without the prior written consent of the Department of State. The

policies and regulations of the Department of Health and Human Services and Department of Homeland Security do not replace or supersede the laws, regulations and policies of the Department of State's restrictions on the sharing of program beneficiary records, information, and data.

c. 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.

II. Afghan Placement and Assistance Program Core Services:

a. Definitions

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

1) **"Afghan granted parole"** means a refugee, victim of conflict, or other person at risk as a result of the situation in Afghanistan, who is granted humanitarian parole into the United States on or after August 15, 2021 and assured by the recipient, and is also referred to as "a program beneficiary."
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 program beneficiaries 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 2021 - 2022 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 APA services are provided and case files are maintained during the APA period with management oversight provided by a nearby affiliate office.
    d) a satellite office of an affiliate referred to in subparagraph 3) "Affiliate" above that the Recipient proposes as a temporary or off-site location where affiliate staff meet with program beneficiaries to deliver services.
4) "**Community sponsorship**" is an umbrella term to describe different models of resettlement whereby certain program beneficiaries are paired with community groups who commit to provide clearly defined in-kind and/or financial contributions

as well as volunteer services to support the welcome and integration of beneficiaries in a local community. These can be formed from a range of community groups such as local clubs, university communities, faith-based institutions or community groups, sports teams, book clubs, etc. Co-sponsors and support teams are forms of community sponsorship.

a) "**Co-sponsor**" refers to a community group that has accepted, in a non-legally binding written agreement with a local affiliate or community partner, the responsibility to provide, or ensure the provision of, the **majority or all** of APA services in partnership with a local affiliate or community partner. Local co-sponsors are overseen by the local affiliate or community partner.

b) "Support Team" refers to a community group that has committed to providing **less than a majority** of APA services to certain program beneficiaries in partnership with the local affiliate or community partner. Because, in most cases, support teams are not assuming as much responsibility as co-sponsors they are not required to sign a written agreement. Like co-sponsor groups, they are overseen by the local affiliate or community partner.

6) "**Local resettlement agency**" means "Affiliate" (see above).

7) "**The Refugee Processing Center"** (RPC) means the center located at 1401 N. Wilson Boulevard, Arlington, Virginia 22209.

8) "**Assurance**" means a commitment, submitted by a Recipient, to provide, or ensure the provision of the core services specified in subsections 15.II.g.1 through 15.II.g.6 of the cooperative agreement for the program beneficiary(ies) named on the assurance form.

9) **"Afghan Placement and Assistance period"** (APA period) means an initial thirty (30)-day period that can be extended up to ninety (90) days should more than thirty (30) days be required to complete APA Program requirements.

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 within the United States.

11) "**Appropriate language interpretation/translation**" means interpretation/translation which allows for communication with the program beneficiary in his/her native language, if possible, or in a common language in which the program beneficiary is fluent. Appropriate language interpretation/translation that promotes gender equality shall be provided by an individual who is not associated with the program beneficiaries (i.e., family member, U.S. tie), to the extent possible. Staff and/or independent paid and volunteer interpreters (not associated with the program beneficiary) may be used. In-person interpretation is preferred, although telephonic interpretation may be used, if necessary.

12) **"Community partner"** refers to an established organization, community sponsor, or co-sponsor (as defined herein), which has accepted in a written agreement with the national Resettlement Agency responsibility to provide, or ensure provision of, APA Program services to certain beneficiaries sponsored by the national resettlement agency. Individuals or informal groups may not serve as APA Program community partners.

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, community partner, sub-office, or Recipient performance. The Bureau may find it necessary to restrict placement of cases to affiliate offices or community partners for a period of time to allow for corrective action by the national Agency.

The Recipient will permit the Bureau to monitor its affiliates and community partners upon advance notice, and, when Bureau on-site or telephonic monitoring results in recommendations for modifications in the operations of an affiliate or community partner 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 or community partner.

The Bureau will evaluate Recipient performance in the following areas:

1) Afghan Placement and Assistance Program Objectives and Indicators as stated in Section 3.b.
2) National Agency Program Management
    a) Staff training
    The Recipient shall provide APA-specific structured training for relevant headquarters staff and APA affiliate or community partner program staff including but not limited to a population profile, APA service provision, community sponsorship, and documentation and reporting requirements.
    b) Strategy for Site Selection
    The Recipient shall have in place a coherent strategy for selecting APA sites, placement of individual APA cases, and managing placement across its network.
    c) Corrective Action on Program Deficiencies
    The Recipient shall maintain records of corrective actions taken and evidence of final compliance by affiliates or community partners in response to recommendations made by Recipient and Bureau monitors during on-site and remote monitoring reviews. These records should show evidence of follow-up as needed, and should address each recommendation made by the monitors.
    d) Affiliate Monitoring and Oversight
        i. Frequency and Type of Monitoring
        Recipient monitors shall write a brief report each time a desktop monitoring is conducted that summarizes the case file review and remote interview findings of non-compliance, recommendations, and corrective action plans Reports shall be written for all desktop monitoring taking place in a specific timeframe, i.e. monitoring conducted weeks or months apart shall each require a separate brief written report. Recipients are encouraged to employ any documentation efficiencies such as the use of brief summaries combined with forms or checklists.

(a) To ensure real-time, proactive program oversight and accountability, the Recipient shall perform desktop case file review for a limited number of cases at each affiliate and community partner throughout the program period. For each affiliate and/or community partner projected to serve more than 50 individuals, the Recipient shall review three (3) case files during the program period. For each affiliate and/or community partner projected to serve more than 100 individuals, five (5) case files shall be reviewed during the program period. The Recipient should ensure case file reviews are conducted throughout the program period to support real-time program support and technical assistance, but if this is not possible, the Recipient may review the total amount of case files during the same time period. Case files selected for review shall include, if applicable, a representative sample of those supported by a co-sponsor or support team. Case file review shall assess the provision of the initial required relocation support services, identify any service delivery challenges and/or technical assistance needs, and monitor the affiliate's and/or community partner's documentation practices.

(b) The Recipient shall also conduct a limited number of remote interviews of program beneficiaries to assess service delivery throughout the program period. For each affiliate and/or community partner projected to serve between 50 and 100 individuals, the Recipient shall conduct three (3) remote interviews with randomly selected program beneficiaries during program period. For each affiliate and/or community partner projected to serve more than 100 individuals, monitors shall conduct five (5) remote interviews during the program period. The Recipient should ensure remote interviews are conducted throughout the program period to support real-time program support and technical assistance, but if this is not possible, the Recipient may conduct all remote interviews during the same time period. Client interviews shall assess the provision of the initial relocation support services, individual and family well-being, and any ongoing service needs. Random selection of program beneficiaries shall consider a representative sample of any co-sponsor or support team supported cases, if applicable. The Recipient should ensure interviews are conducted throughout the program period, to support real-time program support and technical assistance.

(c) The Recipient shall conduct a full monitoring visit, either in-person or remote, for the two (2) affiliates and/or community partners with the highest projected APA arrivals. This monitoring should include a review of at least ten (10) case files and four (4) interviews with randomly selected APA program beneficiaries. For the two (2) affiliates who receive a full monitoring visit, the Recipient does not need to otherwise

review case files and conduct remote interviews of beneficiaries throughout the program period.

(d)Bureau exceptions to these requirements, which should be requested only in exceptional circumstances, should also be documented.

ii. Written Reports
Recipient monitors shall write a brief report for each full monitoring visit conducted, summarizing the findings of non-compliance, recommendations, and corrective action plans. The reports shall include:
(a) a narrative statement describing the affiliate's APA program, including quality of housing and description of various housing solutions, local services, and the local resettlement environment;
(b) evidence of a review of the affiliate's performance and compliance with APA Program requirements;
(c) 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;
(d) evidence of compliance with quarterly consultation meeting requirements regarding the APA Program caseload;
(e) evidence of the affiliate's APA-related staff training;
(f) evidence of implementation of Accountability to Affected Populations (AAP);
(g) evidence of the monitor's review of at least ten (10) case files, including a representative sample of co-sponsor and/or support team supported cases, if applicable. The review should assess whether the case files indicated delivery of all required services, evidence of compliant documentation of APA per capita expenditures;
(h) evidence of the monitor's visit (either virtual or in-person) to at least four (4) APA cases, including an assessment of the welfare, living conditions, current needs, and the affiliate's assistance with the provision of APA services;
(i) recommendations for any necessary follow-up; and
(j) a description of any related technical assistance provided or corrective actions taken during the course of the visit or within one month of the visit.

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. Sponsorship Assurances
ii. Affidavits of Relationship
iii. Ninety (90)-day follow-up reports for minors coded M2-M3 and M5-M7
iv. Quarterly APA Program Reports

v. Reconciliation of Claimed Refugee Sponsorships
vi. Quarterly Financial Status Reports
vii. Availability of Funds Statement for Current Fiscal Year
viii. Audit Data Collection Form and Reporting Package
ix. Accountability to Affected Populations Framework
x. Recipient grievance policy

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 APA Program responsibility for specific APA cases. Subject to any limitations established in this agreement (e.g., the inability of the Recipient to assist program beneficiaries 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 proposal, including the proposed service area to be covered by each affiliate.
2) The Recipient can place cases outside an affiliate's 100-mile, same-state radius via two different channels: an APA Flexible Placement Service Plan or through engagement with an APA Program community partner, as defined herein. When an affiliate wishes to directly serve a case outside the 100-mile, same-state radius, the Recipient shall develop and implement an APA Flexible Placement Service Plan demonstrating sufficient affiliate oversight and ensuring that the larger placement area will not impair the quality of the initial relocation support services provided to program beneficiaries. This support plan should be completed for any case placed outside the 100-mile, same-state radius, and kept in their case file. Alternatively, the Recipient may also choose In order to directly assure any case to an APA Program community partner. In order to do so, the Recipient must submit to their PRM program officer a request for approval of the APA Program community partner. The Recipient shall ensure that the state refugee coordinator has been consulted and a summary of the consultation shall also be submitted. The Recipient shall train the APA Program community partner on the overall sponsorship process and the provision of APA services. The Recipient shall also provide ongoing oversight of APA activities conducted by the local community partner, including maintaining regular contact with the APA Program community partner throughout the APA service period to ensure provision of services. APA community partners must follow the APA Program service requirements delineated herein.
3) Any affiliate currently approved to participate in the Reception and Placement (R&P) Program is eligible to participate in APA. To propose their inclusion as an APA affiliate, the Recipient should submit a request to their PRM program officer, noting the affiliate, the proposed APA capacity, and including documentation of consultation with the SRC regarding the proposed new APA capacity.
5) The Recipient will maintain a record of the case assurance on file for a period of at least one year from the date the program beneficiary enters the United States.
6) With respect to every placement, the Recipient or affiliate or community partner will have on staff, or available from within the community of resettlement, persons who can communicate with each program beneficiary in a common language and who can assist

with the provision of services in person, as needed. These services will be available to each program beneficiary during the APA period.

8) The core services shall be provided to any program beneficiary assigned to the Recipient during the APA period after the individual's arrival in the United States, except where a different period of time is stated.
9) The 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 or budget must be approved in advance in writing by the Bureau. Any increase in a Recipient's total network capacity for APA 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 program beneficiaries 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 approved community partner or an affiliate designated in the approved proposal. Designated affiliates or community partners may re-delegate such responsibilities to a co-sponsor or support team. When the Recipient relies on an affiliate, community partner, co-sponsor, or support team to provide a service, the Recipient shall remain responsible for ensuring that the service is provided.
2) When the affiliate has a written agreement with a co-sponsor to provide core services, the affiliate shall remain responsible for ensuring that the services are provided.
3) The Recipient, and any affiliate, community partner, co-sponsor, and/or support team 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) Ensure that its affiliates, and community partners participate in quarterly consultations, as well as any relevant meetings called by state and local governments in their geographic

areas of responsibility to coordinate plans for the placement and support of program beneficiaries;
2) Coordinate with other publicly supported refugee services programs or refugee case management systems; and
3) Inform both the Bureau and the Department of Homeland Security Bureau of Citizenship and Immigration Services of any suspected fraud in any APA case sponsored by the Recipient.

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 program beneficiary does not remain in the general geographic area where initially placed and cannot be transferred; or (2) the program beneficiary refuses to receive services from or to cooperate with the Recipient, its affiliates, or its community partners, local co-sponsors or support teams. In cases when non-cooperation by the program beneficiary makes compliance impossible, the Recipient should ensure that the individual is counseled and that such counseling and result is noted in the case file. Unexpended per capita funds shall be retained by the affiliate or community partner 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. Delays may occur due to unavoidable challenges associated with the significant influxes of arrivals during short time periods. If such delays associated with reception, documentation, material support, or service requirements occur, the reason shall be clearly documented in the case file. This may include delays beyond the end of the 90-day APA period, if unavoidable. The issuance of APA direct assistance must always occur before the 90-day period.

g. Initial Relocation 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 and/or support teams may be delegated to an affiliate or community partner.. The Recipient shall:
   a) Assume responsibility for sponsorship of the Afghans granted parole assigned to the Recipient under this agreement;
   b) Arrange the placement of sponsored Afghans granted parole in accordance with the policies established under this agreement;
   c) Submit sponsorship assurances according to the process established by the Bureau; and
   d) Train any affiliate, community partner, local co-sponsor, or support team that has agreed in writing to assist the Recipient in sponsorship and ensure that the affiliate, community partner, local co-sponsor, or support team understands the overall sponsorship process, the Recipient's role, and the responsibilities of affiliates, community partners, local co-sponsors, or support teams.
2) Case File Preparation and Maintenance

The Recipient shall establish and maintain a case file for each APA case. This responsibility may be delegated only to an affiliate or community partner. Each case file shall be treated as confidential, as stipulated in section 15.I.b above. Case files may be retained in electronic or hard copy format. Case files covering minors traveling and/or resettling with non-parental caregivers must be clearly identified and easily segregated. Secure electronic signatures are acceptable. Documentation requirements outlined below emphasize documenting regular and personal contact, demonstrating client safety and well-being, and providing evidence of APA service delivery. Recipients are encouraged to employ documentation efficiencies to manage requirements at heavily impacted sites. When compliance with requirements does not occur, or is not possible, the reason shall be documented. Non-compliance due to unavoidable challenges associated with the significant influxes of arrivals during short time periods shall also be documented.

Each case file shall contain:

a) a clearly legible case log which shows the date, mode, event or substance, and use of appropriate interpretation for regular affiliate or community partner/client contact throughout the APA period, and which identifies the person or entity making such contact. The log may include case notes; and
b) a clear and detailed record of APA service delivery. This record may be included in the case log and/or elsewhere in the case file but must include case-specific detail sufficient to constitute a complete record; and
c) a record of cash and in-kind support provided to meet program beneficiary material needs, as stated in subsection 5.c.2)a), for at least the initial thirty (30)-day period, including clear acknowledgement by the adult member of the case in receipt of cash, including pocket money, and in-kind support, and evidence that the amount provided either in cash or documented cash payments on behalf of the case is equal to at least $1,025 times the number of individuals in that case and reflects the total Bureau APA per capita amount spent on the case;
d) if appropriate, a copy of the signed co-sponsor agreement;
e) evidence, which could include condensed checklists, that housing and material support was provided in accordance with this agreement;
f) evidence that the program beneficiary 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 of moving, 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);
g) evidence that the legal requirement for males, who are 18 through 25, register for the selective service within thirty (30) days of arrival has been completed (as appropriate) and that the program beneficiary was provided with information on the requirement to notify the Selective Service System of each change of address;
h) a legible copy of the I-94 for each member of the case;
i) a copy of the assurance form or equivalent documentation; and

j) where applicable, copies of suitability determinations for placement of minors, follow-up evaluation forms, signed statements concerning responsibilities and legal obligations in the state of residence.

3) Reception Services

The Recipient shall ensure that program beneficiaries 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, sufficient food supplies, pocket money, and seasonal clothing, as necessary, to meet immediate needs. A U.S. tie may meet the case at the airport, however, without the need for affiliate staff to also be present. The Recipient shall visit each case in-person or virtually within 48 hours of arrival, or within 48 hours of assurance for those requesting post-arrival services, to ensure that all immediate material needs have been met and to provide basic orientation regarding housing and personal safety matters, including emergency contacts and procedures. These services shall be provided with appropriate language interpretation, to the extent possible.

The Recipient may choose to develop a policy to allow certain APA program beneficiaries not to wait for and forgo some or all components of the APA Program, and instead receive right away the per capita direct assistance portion of the APA. Such a policy must establish eligibility criteria for how the affiliate or community partner determined which beneficiaries would be eligible for this cash-based model (such as targeting beneficiaries with few or no service or support needs). Eligibility should be based on a documented assessment of individual needs for each member of the case and should only be used where the beneficiary has few or no service or support needs or the affiliate or community partner is not able to provide some or all of the services due to administrative constraints. Participation in this model, if an affiliate or community partner chooses to make use of it, should be offered only to those who meet established eligibility criteria.

4) Material Needs Support

The Recipient shall provide or ensure that the program beneficiaries assigned to it are provided the following, to the extent possible:

a) Upon arrival and for a period of not less than thirty (30) days after arrival, 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, to the extent possible. Immediate families should be housed together and single cases should not be asked to share a room with unrelated cases of the opposite gender.
iv. Each residence shall be free of rodent and insect infestation.
v. In cases of program beneficiaries 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.

b) Upon arrival and for a period of not less than thirty (30) days after arrival, provision of the following furniture and household items should be prioritized. Items need not be new, but must be clean, in good condition, and functional and include the following:
   i. Beds appropriate for age and gender composition of family. Only married couples or young children of the same gender may be expected to share beds.
   ii. Bed and bath linens, as appropriate for family size and composition.
   iii. Toiletries and personal hygiene items, as appropriate for family size and composition.
   iv. Baby items as needed
   v. One lamp per room, unless installed lighting is present and adequate, and light bulbs.
   vi. Cutlery, plates, glasses, food preparation utensils, and cooking ware, as appropriate for family size and composition.
   vii. Household cleaning supplies.

   The following items shall be provided by the end of the APA service period:
   i. A set of drawers, shelves, or other unit appropriate for storage of clothing in addition to a closet in each bedroom, unless each bedroom closet has adequate shelving to accommodate clothing.
   ii. One kitchen table per family and one kitchen chair per person.
   iii. One couch, or equivalent seating, per family, in addition to kitchen chairs.
c) Food or a food allowance to include:
   i. Upon arrival, culturally appropriate, ready-to-eat food and adequate food supplies (including baby food as appropriate), or food allowance at least equivalent to the prorated 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 for work, school, and everyday use for all members of the family, including proper footwear for each member of the family, and diapers for children as necessary throughout the APA period. 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 program beneficiary's discretion.

5) Services

The services listed in this section shall be provided with appropriate language interpretation, to the extent possible. For provision of these services, the date of arrival is defined as the date of the arrival at the final destination, unless noted otherwise:

a) Intake Interview
An intake interview shall be conducted within five (5) working days of arrival to verify documentation and discuss roles and responsibilities of the Recipient and any other individual or group assisting in sponsorship, established beneficiary grievance policies, as well as client roles and responsibilities.

b) Home Visits
At least two (2) home visits within thirty (30) days of arrival, to the extent possible, which shall include an assessment of the welfare, living conditions and any current or expected needs of the program beneficiary(ies), and assistance with any material needs. Cases must be visited within 48 hours of arrival. If this initial home visit is conducted virtually, every effort should be made to ensure the second home visit is conducted in-person, as circumstances allow, and ideally within 14 days of arrival. Otherwise, the second home visit should occur within thirty (30) days of arrival, to the extent possible.

c) Assistance with the following:
   i. Application for social security card(s), if applicable.
   ii. Application for cash assistance, as eligible.
   iii. Application for medical assistance, as eligible.
   iv. Application for food stamps, as eligible.
   v. Enrollment in or application for other services, as appropriate and as eligibility requirements are met.
   vi. Enrollment in English language programs, as appropriate and eligible.
   vii. Enrollment in employment services, as appropriate and eligible.
   viii. Meeting school enrollment requirements and registering children for school.
   ix. Registration with the selective service.
   x. Assistance with accessing immigration legal services, as appropriate
   xi. Filing change of address forms within ten (10) days of moving 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 APA period.

d) Transportation in compliance with local motor safety laws.

e) Assistance with access to health services, as possible:
   i. Coordinate with state and/or local health care providers to provide medical services to program beneficiaries requiring medical care upon arrival;
   ii. Ensure that program beneficiaries with acute health care requirements receive appropriate and timely medical attention;
   iii. Assist program beneficiaries (other than those with Class A conditions, covered below in paragraph d) in obtaining a health screening within ninety (90) days of arrival, to the extent possible, and other health care services, as needed and eligible, during the APA period;

iv. Assist program beneficiaries to access appropriate providers of continued therapy or preventive treatment for health conditions affecting the public health, as available;

v. Ensure that its affiliates, community partners, local co-sponsors and/or support teams cooperate with state and local public health officials by sharing information needed to locate program beneficiaries, including secondary migrants to the degree possible, for the purpose of providing health services to them.

f) For program beneficiaries with Class A Health Conditions, assistance with access to the following services, to the extent possible:

i. Advise, encourage, and assist, insofar as possible, program beneficiaries 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 program beneficiaries 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 program beneficiary 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 program beneficiary 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, Where Applicable
These responsibilities may not be delegated beyond an affiliate or community partner. The Recipient shall:

- Notify the appropriate state, county, or other local welfare office per their local requirements at the time the Recipient, its affiliate, community partner, or local co-sponsor or support team becomes aware that a program beneficiary receiving welfare benefits has been offered employment or has voluntarily quit a job, and notify the program beneficiary that such information has been provided to the welfare office. Notice of offered employment shall be given whether or not the program beneficiary accepts the offer;
- Respond to inquiries from a state, county, or other local welfare office relating to a program beneficiary'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, community partner, local co-sponsor, support team, or other sources, to the program beneficiary; and

- Maintain in the case file required under subsection 15.II.g.2 above a record of all notifications from a state, county, or other local welfare office that the program beneficiary 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 APA period, the Recipient shall provide or ensure that program beneficiaries assigned to it are provided orientation, with appropriate language interpretation if needed and to the extent possible. To the extent practical, written orientation materials in an appropriate language covering the topics listed below shall be made available to program beneficiaries. Complete orientation on all topics shall be completed before the end of the APA period. Orientation materials are available from the Cultural Orientation Resource Exchange at www.COResourceExchange.org. Orientation topics should include:

i. Role of the Local Resettlement Agency
ii. Parole Status
iii. English
iv. U.S. Laws & Law Enforcement, including counseling regarding the practice of polygamy.
v. Your New Community
vi. Employment
vii. Budgeting and Personal Finance
viii. Housing
ix. Hygiene
x. Safety
xi. Cultural Adjustment
xii. Education
xiii. Public Assistance
xiv. Health
xv. Transportation

6) Assistance to Minor Children Traveling and/or Resettling with Non-Parent Caregivers

With respect to any minor allocated to the Recipient under this agreement who is traveling and/or resettling with a caregiver other than a biological or legally adoptive parent, the Recipient shall:

a) Have knowledge of the state and local child abuse and neglect mandatory reporting requirements and follow such requirements during the APA period;
b) Ensure that case files covering such minors can readily be identified and segregated;

c) In the case of a minor seeking to be united with stateside relatives, or other caretakers, including parents, 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 United States and within seven (7) days of arrival for minors who are traveling with relatives or other caretakers in accordance with subsection 15.II.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 so that the Bureau can appropriately notify the Department of Health and Human Services. In the event that a caseworker deems a parent unsuitable to receive a minor, 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, 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;
e) If the minor is traveling with non-relatives to be resettled with the same or other non-relatives, 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, the Recipient, other than those referenced in subsection 15.II.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, 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 15.II.g.6.c above. In the case of a minor traveling with relatives, this will be done during the orientation described in subsection 15.II.g.6.e above;

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

Responsibilities enumerated in section 15.II.g.6. may not be delegated beyond an affiliate and may only be performed by professional resettlement staff.

7) 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 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 program beneficiary '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 beneficiaries within six (6) months of arrival, provided required loan information has been received;
   ii. billing program beneficiaries monthly provided a valid address is available;
   iii. maintaining a system that actively seeks program beneficiaries' current addresses and social security numbers for use in billing activities;
   iv. maintaining a system that records and calculates balances on individual program beneficiary 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 APA period informs each program beneficiary 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 on a monthly basis any known change in the address of an adult program beneficiary; and requests and maintains a record of the Social Security number obtained by each program beneficiary in connection with the assistance provided under section 15.II.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 program beneficiaries and to transfer the remaining seventy-five percent (75%) promptly to IOM.

e) In the event Recipient provides resettlement services to a program beneficiary but is not designated by IOM as the billing agency for the beneficiary’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 program beneficiaries being resettled under this Cooperative Agreement. The assistance shall continue during the APA period and include: informing each adult program beneficiary 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 program beneficiary'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 program beneficiary holding a loan.

16. Specific Conditions: N/A

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

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

19. Protecting Life in Global Health Assistance: N/A

20. Reporting Taxes on Foreign Assistance Funds: N/A

21. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment: N/A

22. Procurement of "Covered Materials": N/A

U.S. DEPARTMENT OF STATE

STANDARD TERMS AND CONDITIONS FOR FEDERAL AWARDS

EFFECTIVE OCTOBER 21, 2020

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**Applicable to Awards to Individuals*

A. INTRODUCTION

These Standard Terms and Conditions for Federal Awards outline the Department of State's mandatory award terms as required by Title 2—Grants and Agreements, of the Code of Federal Regulations. Certain applicable Federal administrative standards are incorporated by reference. Electronic copies containing the complete text of the Code of Federal Regulations are available at https://www.ecfr.gov.

The recipient shall provide the principal investigator(s) or project director(s) with a copy of these terms and conditions, including the award provisions, and any subsequent changes to the award. Electronic copies of these Terms and Conditions are publicly available at https://www.state.gov/about-us-office-of-the-procurement-executive/.

These term and conditions may be duplicated, copied or otherwise reproduced as appropriate.

B. ORDER OF PRECEDENCE

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

(1) Applicable laws and statutes of the United States, including any specific legislative provisions mandated in the statutory authority for the award.

(2) Code of Federal Regulations (CFR)

(3) Standard Terms and Conditions

(4) Award Provisions

(5) Other award documents and attachments

C. APPLICABILITY

Organization Type	Applicable Administrative Requirements
Domestic Non-federal entity (including state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization)	• 2 CFR 200: Subparts A through F • 2 CFR 600 & 601
Foreign Non-Profit Organization	• 2 CFR 200: Subparts A through E • 2 CFR 600 & 601
Domestic & Foreign For-Profit Organization	• 2 CFR 200: Subparts A through D • 2 CFR 600 & 601 • 48 CFR Part 30 & 31
Individuals	• None
Foreign Public Entities (Including Public International Organizations)	• None

D. DEPARTMENT OF STATE RESPONSIBILITIES

The Department of State (hereinafter referred to as the Department) has overall responsibility for Department-funded awards, including providing oversight for technical, programmatic, financial and administrative performance.

Grants Officer (GO):

Authorized by a warrant issued by the Department's Procurement Executive, the GO is responsible for all actions on behalf of the Department, including entering into, amending, or terminating the award. In addition, the GO is responsible for the administrative coordination and liaison with the recipient. The GO is the only person authorized to approve changes to any of the requirements in the award.

Grants Officer Representative (GOR):

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

E. RECIPIENT RESPONSIBILITIES AND COMPLIANCE WITH FEDERAL REQUIREMENTS

The recipient is responsible for notifying the Department of any significant problems relating to the administrative, programmatic or financial aspects of the award.

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

In addition to the requirements specified in 2 CFR 200.331, these terms and conditions flow down to all subrecipients and must be included in the recipient's subaward instrument. Depending on the type of entity, all subrecipients and subcontractors are subject to the Federal regulations specified in provision *C–Applicability* of these terms and conditions.

Nothing in this provision alters the recipient's responsibility for conduct of the project and compliance with all applicable laws and regulations.

F. UNIVERSAL IDENTIFIER AND SYSTEM OF AWARD MANAGEMENT

In compliance with 2 CFR 25.220, the Department has adopted the Award term—System for Award Management and Universal Identifier Requirements. The full text of this award term is included as Appendix 1 to these terms and conditions.

G. REPORTING SUBAWARD AND EXECUTIVE COMPENSATION INFORMATION

In compliance with 2 CFR 170.220, the Department has adopted the Award term—Reporting Subawards and Executive Compensation. The full text of this award terms is included as Appendix 2 to these terms and conditions.

Awards that are deemed "sensitive" and therefore do not require Federal Funding Accountability and Transparency Act (FFATA) reporting will be designated in the award provisions stating that the award is not subject to the FFATA subaward reporting requirements as outlined in the Office of Management and Budgets (OMB) guidance issued August 27, 2010.

H. AWARD TERM FOR TRAFFICKING IN PERSONS

In compliance with 2 CFR 175.15(a), the Department has adopted the Award term—Trafficking in Persons. The full text of this award term is included as Appendix 3 to these terms and conditions.

I. NEVER CONTRACT WITH THE ENEMY

In accordance with 2 CFR 183, the following terms apply if the award exceeds $50,000 and is performed outside the United States, including U.S. territories, and is in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities. It does not apply to the authorized intelligence or law enforcement activities of the Federal Government.

I. Prohibition on Providing Funds to the Enemy

A. The recipient must—

1. Exercise due diligence to ensure that none of the funds, including supplies and services, received under this grant or cooperative agreement are provided directly or indirectly (including through subawards or contracts) to a person or entity who is actively opposing the United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities, which must be completed through 2 CFR 180.300 prior to issuing a subaward or contract and;

2. Terminate or void in whole or in part any subaward or contract with a person or entity listed in SAM as a prohibited or restricted source pursuant to subtitle E of Title VIII of the NDAA for FY 2015, unless the Department of State provides written approval to continue the subaward or contract.

B. The recipient may include the substance of this clause, including paragraph (A) of this clause, in subawards under this grant or cooperative agreement that have an estimated value over $50,000 and will be performed outside the United States, including its outlying areas.

C. The Department of State has the authority to terminate or void this grant or cooperative agreement, in whole or in part, if the Department becomes aware that the recipient failed to exercise due diligence as required by paragraph (A) of this clause or if the Department becomes aware that any funds received under this grant or cooperative agreement have been provided directly or indirectly to a person or entity who is actively opposing coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

II. Additional Access to Recipient Records

A. In addition to any other existing examination-of-records authority, the Federal Government is authorized to examine any records of the recipient and its subawards or contracts to the extent necessary to ensure that funds, including supplies and services, available under this grant or cooperative agreement are not provided, directly or indirectly, to a person or entity that is actively opposing United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities, except for awards awarded by the Department of Defense on or before Dec 19, 2017 that will be performed in the United States Central Command (USCENTCOM) theater of operations.

B. The substance of this clause, including this paragraph (B), is required to be included in subawards or contracts under this grant or cooperative agreement that have an estimated value over $50,000 and will be performed outside the United States, including its outlying areas.

J. NONPROCUREMENT DEBARMENT AND SUSPENSION

In compliance with 2 CFR 180.20, the Department has adopted the OMB guidance in subparts A through I of 2 CFR 180 (and as supplemented by 2 CFR 601), as the Department's policy and procedures for nonprocurement debarment and suspension.

K. GOVERNMENTWIDE REQUIREMENTS FOR DRUG-FREE WORKPLACE

In compliance with 2 CFR 182.20, the Department has adopted the OMB guidance in subparts A through F of 2 CFR 182 (and as supplemented by 22 CFR 133), as the Department's policies and procedures for the drug-free workplace requirements.

L. DOMESTIC PREFERENCE FOR PROCUREMENTS

In accordance with 2 CFR 200.322, the recipient should to the greatest extent practicable under the award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other

manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under the award.

For purposes of this section:

"Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

"Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

M. PRIOR APPROVAL REQUIREMENTS

In addition to prior approval requirements specified in 2 CFR 200.308, the recipient must receive prior approval in order to transfer funds between direct cost categories when the Federal share of the award exceeds the Simplified Acquisition Threshold ($250,000) and the cumulative amount of such transfers exceeds or is expected to exceed 10 percent of the total budget as last approved by the Department. When requesting approval for budget revisions, the recipient must use the same format for budget information that was used in the application.

N. BRANDING AND MARKING

All programs, projects, assistance, activities, and public communications to foreign audiences, partially or fully funded by the Department, must be marked appropriately overseas with the standard U.S. flag in a size and prominence equal to (or greater than) any other logo or identity. The recipient may continue to use existing logos or program materials; however, a standard rectangular U.S. flag must be used in conjunction with such logos. Recipients wishing to use the Department of State seal in addition to the U.S. flag must receive prior written permission from the GO.

This requirement does not apply to the recipient's own corporate communications or in the United States. For general questions about the Department marking policy and overall branding strategy, please contact VisiblyAmerican@state.gov.

The recipient must appropriately acknowledge the U.S. Government support in all dealings with program participants, and in press releases, ceremonies, dedications, interviews, publicity, etc. Furthermore, the recipient must coordinate publicity, ceremonial events, dedications, etc., with the sponsoring Department office or embassy office and public affairs officer.

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

O. GOVERNMENT-FINANCED AIR TRANSPORTATION

All Federal government financed international air transportation is required by 49 U.S.C. 40118, commonly referred to as the "Fly America Act," to use U.S. air carrier service for all air travel and cargo transportation services. One exception to this requirement is transportation provided under a bilateral or multilateral air transport agreement, to which the U.S. government and the government of a foreign country are parties, and which the Department of Transportation has determined meets the requirements of the Fly America Act.

Current "Open Skies Agreements" that are in effect can be found here: https://www.gsa.gov/policy-regulations/policy/travel-management-policy/fly-america-act.

It is the recipient's responsibility for making determinations and documenting the decision as to whether an exemption to this requirement applies.

Exceptions vary depending on the direction of travel and are outlined in 41 CFR 301-10.136 and 41 CFR 301-10.137.

P. MANDATORY DISCLOSURE

Consistent with 2 CFR 200.113, the recipient and any subrecipient must disclose, in a timely manner, in writing to the Department or pass-through entity all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the award. Recipients that have received a Federal award including the term and condition outlined in Appendix 4 are required to report certain civil, criminal, or administrative proceedings to SAM (currently FAPIIS). Failure to make required disclosures can result in any of the remedies described in 2 CFR 200.340.

Disclosures must be made to:

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

If the total value a recipient's currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds $10,000,000 for any period of time during the period of performance of the award, then you as the recipient must comply with Appendix 4 of these terms and conditions.

Q. CONFLICT OF INTEREST

In accordance with 2 CFR 200.318, the recipient must maintain written standards of conduct covering conflicts of interest and governing the action of its employees engaged in the selection, award, and administration of contracts. In addition, the recipient must also maintain written standards of conduct covering organizational conflicts of interest.

The recipient must disclose any conflict of interest, including organizational conflicts of interest, and the recipient's approach for resolving the conflict of interest to the GO for the award within ten (10) calendar days of the discovery of the conflict of interest. Upon notice from the recipient of a potential conflict of interest and the approach for resolving it, the GO will make a determination regarding the effectiveness of the recipient's actions to resolve the conflict of interest within thirty (30) calendar days of receipt of the recipient's notice, unless the GO advises the recipient that a longer period is necessary. The recipient must not request payment from the Department for costs for transactions subject to the conflict of interest pending notification of the GO's determination. The recipient's failure to disclose a conflict of interest may result in cost disallowances.

R. RESTRICTIONS ON LOBBYING

In accordance with 31 USC 1352, the recipient is required to abide by the policy and procedures codified at 22 CFR 138 et seq. By accepting the award, the recipient agrees that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $20,134 and not more than $201,340 for each such failure.

S. PROHIBITION AGAINST ASSIGNMENT

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

T. INDIRECT COSTS

A non-profit organization which has not previously established an indirect cost rate with a Federal agency, that believes the Department should be its cognizant agency, shall submit its initial indirect cost proposal immediately after the organization is advised that the award will be made and, in no event, later than three months after the effective date of the award. When requested by the recipient, the GO will provide instructions on how to submit the indirect cost rate proposal.

U. AUDITS

All U.S. recipients (not including for-profit organizations) that expend $750,000 or more during the recipient's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of 2 CFR Part 200 Subpart F. In addition, the recipients are subject to the audit requirements found in the Single Audit Act of 1984, 31 U.S.C. 7501-7506. The cost of an audit may be charged to the award in accordance with 2 CFR 200.425.

All foreign recipients that expend $750,000 or more during the recipient's fiscal year in Department of State awards must have a single or program-specific audit conducted for that year in accordance with these terms and conditions. In the event the recipient undergoes an audit for another Federal agency, a second audit does not need to be procured so long as the Department's funding was analyzed under the same audit. A program-specific audit means an audit of one Federal award program. Single audit means an audit that includes both the recipient's financial statements and the Department awards received to be conducted in accordance with Generally Accepted Government Auditing Standards (GAGAS).

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

The Department and its authorized representatives have the legally enforceable right to examine, audit, and copy, at any reasonable time, all records in the Department's possession pertaining to the award. Furthermore, the Inspector General or any of his or her duly authorized representatives shall have access to any pertinent books, documents, papers and records of the recipient. Information accessible to the Inspector General includes written, printed, recorded, produced, or reproduced by any mechanical, magnetic, or other process or medium. The Department reserves the right to make audits, inspections, excerpts, transcriptions or other examinations as authorized by law of the recipient's documents and facilities.

V. TERMINATION

In compliance with 2 CFR 200.340, any award may be terminated in whole or in part as follows:

(1) By the Department, if the recipient fails to comply with the terms and conditions of the award;

(2) By the Department, to the greatest extent authorized by law, if the award no longer effectuates the program goals or agency priorities;

(3) By the Department with the consent of the recipient, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated;

(4) By the recipient upon sending to the Department GO written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Department determines in the case of partial termination that the reduced or modified portion of the award will not accomplish the purposes for which the award was made, the Department may terminate the award in its entirety; or

(5) By the Department pursuant to termination provisions included in the award provisions.

W. APPEALS

If the recipient fails to comply with Federal statutes, regulations or the terms and conditions of the award, the GO may take appropriate action including, but not limited to, withholding payments, disallowing costs, suspending or terminating the award, or initiating suspension and debarment proceedings.

In accordance with 2 CFR 200.341, the GO will provide the recipient an opportunity to object and provide information and documentation challenging the action. The recipient has 30 days after receiving the written notification to submit its appeal. The recipient's appeal should contain:

A cover letter with a brief statement of the recipient's argument and the disputed factual, legal, or other issues.

(1) the date the recipient received the GO's decision;

(2) the amount of disallowed costs in dispute (if applicable); and

(3) any other relevant documents.

X. CLOSEOUT

In accordance with 2 CFR 200.345, the closeout of the award does not affect any of the following:

(1) the right of the Department to disallow costs and recover funds on the basis of a later audit or other review.

(2) The requirement for the recipient to return any funds due as a result of later refunds, corrections, or other transactions including final indirect cost rate adjustments.

(3) The ability of the Department to make financial adjustments to a previously closed award such as resolving indirect cost payments and making final payments.

(4) Audit requirements in subpart F of 2 CFR 200.

(5) Property management and disposition requirements in 2 CFR 200.310 through 200.316.

(6) Records retention as required in 2 CFR 200.334 through 200.337.

After closeout of the award, a relationship created under the award may be modified or ended in whole or in part with the consent of the Department and the recipient, provided the responsibilities of the recipient referred to above including those for property management as applicable, are considered and provisions made for continuing responsibilities of the recipient, as appropriate.

The recipient may charge the award during closeout for the costs of publication or sharing of research results if the costs are not incurred during the period of performance of the award.

Y. NONDISCRIMINATION IN DEPARTMENT OF STATE PROGRAMS

Nondiscrimination on the Basis of Handicap in Programs or Activities Receiving Federal Financial Assistance

In accordance with 29 USC 701 et seq., the recipient is required to abide by the policy and procedures codified at 22 CFR 142, which is designed to eliminate discrimination on the basis of handicap in any program or activity receiving Federal financial assistance.

Nondiscrimination in Federally-Assisted Programs of the Department of State — Effectuation of Title VI of the Civil Rights Act of 1964

In accordance with 42 USC 2000d et seq., the recipient is required to abide by the policy and procedures codified at 22 CFR 141, which stipulates that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving Federal financial assistance from the Department of State.

Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance

In accordance with 42 USC 6101 et seq., the recipient is required to abide by the governmentwide policy and procedures codified at 45 CFR 90 and as supplemented by 22 CFR 143, which prohibits discrimination on the basis of age in programs or activities in the United States receiving Federal financial assistance.

Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance

In accordance with 20 USC 1681 et seq., the recipient is required to abide by the policy and procedures codified at 22 CFR 146, which prohibits discrimination on the basis of sex in any education program or activity receiving Federal financial assistance.

Z. PROHIBITION OF ASSISTANCE TO DRUG TRAFFICKERS

In accordance with 22 USC 2291f, the recipient is required to abide by the policy and procedures codified at 22 CFR 140, which is designed to ensure that Federal assistance funds are not provided to or through any individual or entity that:

(1) Has been convicted of a violation of, or a conspiracy to violate, any law or regulation of the United States, a State or the District of Columbia, or a foreign country relating [to] narcotic or psychotropic drugs or other controlled substances; or

(2) Is or has been an illicit trafficker in any such controlled substance or is or has been a knowing assistor, abettor, conspirator, or colluder with others in the illicit trafficking in any such substance.

AA. PROHIBITION ON USE OF FUNDS FOR PERFORMANCE OR RESEARCH RESPECTING ABORTIONS OR INVOLUNTARY STERILIZATION

The recipient agrees that in accordance with 22 USC 2151b(f) no foreign assistance funds provided by the award shall be used to:

(1) pay for the performance of abortions as a method of family planning or to motivate or coerce any person to practice abortions (Helms Amendment, 1973).

(2) pay for the performance of involuntary sterilizations as a method of family planning or to coerce or provide any financial incentive to any person to undergo sterilizations (Involuntary Sterilization Amendment, 1978).

(3) pay for any biomedical research which relates, in whole or in part, to methods of, or the performance of, abortions or involuntary sterilization as a means of family planning (Biden Amendment, 1981).

Furthermore, the recipient agrees in accordance with the Department of State's annual appropriation bill, that no funds provided by the award may be used to lobby for or against abortion (Siljander Amendment, 1981).

BB. POLICY GUIDANCE

The recipient shall comply with the following Executive Orders as applicable:

(1) E.O. 12432 – Minority business enterprise development

(2) E.O. 13224 - Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism

(3) E.O. 13279 - Equal Protection of the Laws for Faith-Based and Community Organizations

APPENDIX 1

I. System for Award Management and Universal Identifier Requirements

A. Requirement for System for Award Management

Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain current information in the SAM. This includes information on your immediate and highest level owner and subsidiaries, as well as on all of your predecessors that have been awarded a Federal contract or Federal financial assistance within the last three years, if applicable, until you submit the final financial report required under this Federal award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another Federal award term.

B. Requirement for Unique Entity Identifier

If you are authorized to make subawards under this Federal award, you:

1. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from you until the entity has provided its Unique Entity Identifier to you.
2. May not make a subaward to an entity unless the entity has provided its Unique Entity Identifier to you. Subrecipients are not required to obtain an active SAM registration, but must obtain a Unique Entity Identifier.

C. Definitions

For purposes of this term:

1. System for Award Management (SAM) means the Federal repository into which a recipient must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM internet site (currently at https://www.sam.gov).
2. Unique Entity Identifier means the identifier assigned by SAM to uniquely identify business entities.
3. Entity includes non-Federal entities as defined at 2 CFR 200.1 and also includes all of the following, for purposes of this part:
    a. A foreign organization;
    b. A foreign public entity;
    c. A domestic for-profit organization; and
    d. A domestic or foreign for-profit organization; and
    e. A Federal agency.
4. Subaward has the meaning given in 2 CFR 200.1.
5. Subrecipient has the meaning given in 2 CFR 200.1.

APPENDIX 2

I. Reporting Subawards and Executive Compensation

A. Reporting of first-tier subawards.

1. Applicability. Unless you are exempt as provided in paragraph D. of this award term, you must report each action that equals or exceeds $30,000 in Federal funds for a subaward to a non-Federal entity or Federal agency (see definitions in paragraph E. of this award term).

2. Where and when to report.

a. The non-Federal entity or Federal agency must report each obligating action described in paragraph A.1. of this award term to http://www.fsrs.gov.

b. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

3. What to report. You must report the information about each obligating action that the submission instructions posted at http://www.fsrs.gov specify.

B. Reporting total compensation of recipient executives for non-Federal entities.

1. Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—

a. The total Federal funding authorized to date under this Federal award equals or exceeds $30,000 as defined in 2 CFR 170.320;

b. In the preceding fiscal year, you received—

i. 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards), and

ii. $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and,

c. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.)

2. Where and when to report. You must report executive total compensation described in paragraph B.1. of this award term:

a. As part of your registration profile at https://www.sam.gov.

b. By the end of the month following the month in which this award is made, and annually thereafter.

C. Reporting of Total Compensation of Subrecipient Executives.

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

a. in the subrecipient's preceding fiscal year, the subrecipient received—

i. 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards) and,

ii. $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

b. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.)

2. Where and when to report. You must report subrecipient executive total compensation described in paragraph C.1. of this award term:

a. To the recipient.

b. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

D. Exemptions.

1. If, in the previous tax year, you had gross income, from all sources, under $300,000, you are exempt from the requirements to report:

a. Subawards, and

b. The total compensation of the five most highly compensated executives of any subrecipient.

E. Definitions. For purposes of this award term:

1. Federal Agency means a Federal agency as defined at 5 U.S.C. 551(1) and further clarified by 5 U.S.C. 552(f).

2. Non-Federal entity means all of the following, as defined in 2 CFR part 25:

a. A Governmental organization, which is a State, local government, or Indian tribe;

b. A foreign public entity;

c. A domestic or foreign nonprofit organization; and,

d. A domestic or foreign for-profit organization.

3. Executive means officers, managing partners, or any other employees in management positions.

4. Subaward:

   a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.

   b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.331).

   c. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

5. Subrecipient means a non-Federal entity or Federal agency that:

   a. Receives a subaward from you (the recipient) under this award; and

   b. Is accountable to you for the use of the Federal funds provided by the subaward.

6. Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)).

APPENDIX 3

I. Trafficking in persons.

A. Provisions applicable to a recipient that is a private entity.

1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not—

a. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;

b. Procure a commercial sex act during the period of time that the award is in effect; or

c. Use forced labor in the performance of the award or subawards under the award.

2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity —

a. Is determined to have violated a prohibition in paragraph A.1 of this award term; or

b. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph A.1 of this award term through conduct that is either—

i. Associated with performance under this award; or

ii. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR part 601.

B. Provision applicable to a recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—

1. Is determined to have violated an applicable prohibition in paragraph A.1 of this award term; or

2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph A.1 of this award term through conduct that is either—

a. Associated with performance under this award; or

b. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR part 601.

C. Provisions applicable to any recipient.

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

D. Definitions. For purposes of this award term:

1. "Employee" means either:
    a. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
    b. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
3. "Private entity":
    a. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
    b. Includes:
        i. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
        ii. A for-profit organization.
4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

APPENDIX 4

I. Reporting of Matters Related to Recipient Integrity and Performance

A. General Reporting Requirement

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds $10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

B. Proceedings About Which You Must Report

Submit the information required about each proceeding that:

1. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
2. Reached its final disposition during the most recent five-year period; and
3. Is one of the following:
    a. A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;
    b. A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more;
    c. An administrative proceeding, as defined in paragraph E.1. of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of $5,000 or more or reimbursement, restitution, or damages in excess of $100,000; or
    d. Any other criminal, civil, or administrative proceeding if:
        i. It could have led to an outcome described in paragraph B.3.a., b., or c. of this award term and condition;
        ii. It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
        iii. The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

C. Reporting Procedures

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph B of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

D. Reporting Frequency

During any period of time when you are subject to the requirement in paragraph A of this award term and condition, you must report proceedings information through SAM for the most recent five year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than $10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

E. Definitions

For purposes of this award term and condition:

1. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.
2. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.
3. Total value of currently active grants, cooperative agreements, and procurement contracts includes—
    a. Only the Federal share of the funding under any Federal award with a recipient cost share or match; and
    b. The value of all expected funding increments under a Federal award and options, even if not yet exercised.