

# ORR MATCHING GRANT CY 2009 PROGRAM GUIDELINES

## TABLE OF CONTENTS

<b>I. ELIGIBILITY:</b>		<b>PAGE</b>
1.	Eligible Client Populations	4
2.	Enrollment Criteria	5
<b>II. REQUIRED SERVICES THAT AGENCIES MUST PROVIDE IN-HOUSE:</b>		
1.	Case Management	5
	Case File Requirements	6
2.	Employment Services	7
3.	Maintenance Assistance & Cash Allowance	9
	Housing	11
	Cash Allowance	11
4.	Administration	12
<b>III. COMPONENTS FOR WHICH AGENCIES MAY ARRANGE FOR PROVISION OUTSIDE OF THE AGENCY:</b>		
1.	English Language Training	13
2.	Health and Medical Services	13
3.	Employment Training or Recertification	14
4.	Social Adjustment Services	15
5.	Support Services	15
<b>IV. PROGRAM DEFINITIONS AND POLICIES</b>		
1.	Sanctioning	15
2.	Definitions	16
3.	Splitting Cases	17
<b>V. COORDINATION</b>		18
<b>VI. POLICIES RELATING TO COST ALLOCATION AND AGENCY MATCH</b>		
1.	Cash Match and 'In-Kind' Donations	19
2.	Valuation of 'In-Kind' Contributions	19
3.	Supporting Documentation	20
4.	Match Grant Specific Policies	20
5.	Program Income and Reporting	23

# **ORR MATCHING GRANT**

## **CY 2009 PROGRAM GUIDELINES**

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The purpose of the Matching Grant Program is to help eligible clients attain economic self-sufficiency within 120 to 180 days after date of eligibility for Matching Grant services, without accessing public cash assistance. Clients must be enrolled in the Matching Grant program within 31 days of eligibility. Competition for funding under this program is limited. Only agencies that have, through their national offices and their affiliates, an ongoing relationship with the refugees that has been established as a result of providing reception and placement services under the terms of a cooperative agreement with the Department of State or the Department of Homeland Security are eligible to apply. Participating agencies agree to match the Office of Refugee Resettlement (ORR) grant with cash and in-kind contributions of goods and services from the community.

### Program Services

Services must be provided to the maximum extent feasible in a manner that is culturally and linguistically compatible with a client's language and cultural background. In particular, grantees must ensure that language assistance is provided to Limited English Proficient clients in accordance with Health and Human Services guidance and ORR State Letter #00-18. Services listed under section I. below, must be provided in-house with Matching Grant funding. Services under section II below may be provided through coordinated efforts of mainstream service providers and other refugee programs.

The Matching Grant program core maintenance services, which are provision of food, housing, cash allowance and transportation assistance, must be provided by the grantee to eligible clients or family units (cases) through funds authorized by the Matching Grant for a minimum of 90 days from the date of enrollment, not to end prior to the individual's 120<sup>th</sup> day from date of eligibility, unless the client voluntarily leaves the program or becomes economically self-sufficient, as defined at 45 C.F.R. 400.2. Matching Grant core maintenance services may continue for an additional 60 days as necessary as long as costs charged for Federal

reimbursement remain within allowable limits, as specified below, and as long as the refugee is not enrolled in another non-Matching Grant employment program and is not receiving public cash assistance. In this context, “as necessary” means that the client or family unit has not achieved economic self-sufficiency, as defined at 45 C.F.R. 400.2. Case management and employment services must continue through the 180<sup>th</sup> day from date of eligibility.

If a client voluntarily leaves the program by accessing public assistance, the client is effectively withdrawing from the Matching Grant program. All cash allowances, services and in-kind contributions afforded by the Matching Grant program should cease. For reporting purposes, the client has dropped out of the program and accessed cash assistance.

## **I. ELIGIBILITY**

### **1. Eligible Client Population**

To be eligible for Matching Grant assistance, clients must provide documentary proof of one of the following statuses as a condition of eligibility. Henceforth, all eligible clients will be referred to as "refugees" unless the context indicates otherwise.

- a. Refugees or asylees under 45 CFR 400.43;
- b. Cuban and Haitian entrants under 45 CFR Part 401;
- c. Certain Amerasians from Vietnam under 45 CFR 400.43
- d. Victims of Severe Form of Trafficking, per section §107(b)(1)(A) of the Trafficking Victims Protection Act of 2000, Pub. L. No. 106-386, and certain family members of victims of a severe form of trafficking, per the Trafficking Victims Protection Reauthorization Act of 2003 (TVPRA), Pub. L. No. 108-193 (22 U.S.C. § 7105(b)(1)(A)). [See ORR State Letters #00-17 (as clarified by #00-22); #01-13 (as modified by #02-01; and #04-12.)]
- e. Iraqi and Afghan Special Immigrants under section 1059 of the National Defense Authorization Act for Fiscal Year 2006, Public Law 109-163, as amended by Public Law 110-36 of June 15, 2007. Section 525 of Title V of Division G of Public Law 110-161, “The Consolidated Appropriations Act, 2008” of December 26, 2007 makes Iraqi and Afghan Special Immigrants (under section 101(a)(27) of the Immigration and Nationality Act (INA)) eligible for

resettlement assistance, entitlement programs, and other benefits available to refugees for 6 months. Section 1244 of Public Law 110-181, National Defense Authorization Act for Fiscal Year 2008, of January 28, 2008, creates a new category of Iraqi (not Afghan) Special Immigrants, makes them eligible for benefits to the same extent as refugees, and extends the benefit eligibility period for all Iraqi (but not Afghan) Special Immigrants from 6 to 8 months.

## 2. Enrollment Criteria

The date of eligibility for Matching Grant Services is counted from the date of arrival into the country for refugees and Amerasians; the date an individual becomes a Cuban/Haitian entrant; the date of the final grant of asylum for asylees; and the date of the certification or eligibility letter for victims of severe forms of trafficking. Enrollment into the Matching Grant Program must be within 31 days of the date of eligibility for the individual. Agencies may request from ORR an exception to the eligibility date for asylees if the date of notification to the asylee differs from the date of the grant of asylum.

At least one member of the refugee unit must be deemed employable for the case to be enrolled into the Matching Grant Program, and all other members must be otherwise eligible. The following refugees are not eligible for the Matching Grant Program:

- Elderly or disabled refugees who are expected to receive Supplemental Security Income (SSI) within nine months after arrival;
- Refugees who are not expected to become employed shortly after eligibility for the program;
- Individuals who are already economically self-sufficient. Economic self-sufficiency means earning a total family income at a level that enables a family unit to support itself without receipt of a cash assistance grant (45 CFR 400.2); or
- Individuals receiving other forms of cash assistance or supplementary income such as Refugee Cash Assistance (RCA), Temporary Assistance for Needy Families (TANF) or SSI, or participating in ORR funded Wilson/Fish Alternative Program, Public Private Partnerships, or Unaccompanied Refugee Minors programs.

Refugees who have migrated to a new site may be enrolled into the Matching Grant Program if:

- They have not applied for cash assistance or enrolled in the Matching Grant Program elsewhere;
- The affiliate belongs to the same Voluntary Agency (Volag) that provided the initial reception and placement services; and
- They enroll at the new site within 31 days of eligibility.

In cases where a secondary migration occurs to a site where an affiliate of the same agency does not exist or participate in the Matching Grant Program, enrollment will be permitted within the first 31 days with written concurrence of the initial resettlement agency and approval by ORR. In cases for which no agency has been assigned through and R&P Cooperative Agreement, enrollment into the program must be coordinated with other local agencies participating in the Matching Grant Program to assure no duplication of enrollment.

Refugees who are resettled by a local affiliate through the Department of State Reception & Placement program may not enroll in MG services through an affiliate of a different Voluntary Agency in that same locale without prior approval by ORR.

## **II. REQUIRED SERVICES THAT AGENCIES MUST PROVIDE IN-HOUSE:**

### **1. Case Management**

Objective: To ensure that services are provided in a planned, effective, and timely manner to eligible clients; are appropriate to the needs of the clients; and contribute to their community integration, early employment and self-sufficiency. Case Management shall commence immediately upon enrollment and continue through the 180<sup>th</sup> day. Services should support and strengthen clients' motivation and capacities to become self-supporting. From the first client contact, agency interaction with the client shall reinforce his/her motivation and ability to become self-supporting.

A case file shall be maintained which includes:

- a. Intake information (date of eligibility, date of enrollment, date of MG service termination, number and names of members of the case upon arrival; and documentation showing the individual is eligible for services (see 45 CFR 400.43 and ORR State Letters #00-17, #00-22, #01-13 and #02-01 ), alien number, birth date, current address, health status, educational level, native language, literacy and

English language level, prior work experience and skills, and social security number when obtained);

- b. Signed and dated Matching Grant Agreement form and letter of Client Rights and Responsibilities. Documents should be translated into the languages of each office's primary caseloads.
- c. A resettlement plan detailing steps and projected time frames to be taken by the client, the agency, and his/her family to work toward the earliest possible employment and self-sufficiency for the family, including strategies to remove any barriers to self-sufficiency and amount of earnings necessary to be self-sufficient;
- d. Clear documentation of all services provided to clients based upon the needs and goals identified in the resettlement services plan.
- e. If a client is enrolled in a training program, the date, type, intended duration, expected outcomes, and provider of the training program also should be indicated in the case file.
- f. Documentation of regular contact with, and monitoring progress of, members of the case over time with summary notes regarding the purpose and outcomes of that contact. Notes and general documentation should cover all required service areas as prescribed in each Resettlement Plan. All services received as a result of the MG Resettlement Plan are to be documented in the file, regardless of whether the person providing the services is funded through MG funds.
- g. A statement(s) regarding the status of the case at 120 and 180 days after date of eligibility, e.g., whether the employable refugees are employed, number of hours per week, at what wage(s), place(s) of employment, employer contact information, whether or not health benefits are available within 120 days of placement, self-sufficiency status, referral to welfare, etc. These status statements should be located in a designated place in all case files, easily found, and not randomly stated within the case notes.
- h. Documentation of the provision of childcare and after school care, if needed.
- i. Documentation of the full provision of housing. See Section II.3 for requirements.

- j. Cash transactions are to be clearly documented and initialed by an adult member of the client family. Each file is to have a summary sheet of all cash and in-kind contributions allocable to the Matching Grant program.
- k. Proposed budget for the respective case with actual expenditures to date. Budget for each family unit, translated if necessary, showing a list of proposed expenses and income necessary to cover such expenses. The budget should show 'income' from MG cash payments during core MG service period as well as income from employment. This budget should be a realistic reflection of the household's financial situation during and after the MG service period and demonstrate self-sufficiency.
- l. Documentation of the termination of the case, status at termination and referrals to subsequent programs. Upon completion of MG services at the 180th day, the client is to be provided a letter indicating the self-sufficiency status of the client; a statement of eligibility for additional refugee services for up to five years, referrals to services as appropriate; a reminder to adjust their immigration status to lawful permanent resident (LPR) after one year from date of grant of the immigration status that made the individual eligible for the MG program; and a reminder to complete and submit to USCIS a Form AR-11 Change of Address form if they move, and file a change of address form with the United States Postal Service (USPS).
- m. Documentation indicating compliance with United States (U.S.) Federal Tax Regulations, such as a pay stub.
- n. Matching Grant file documentation must be separate from that of services provided to clients through other programs and the R&P Cooperative Agreement. Separation by sectioning Matching Grant from other services in combined files is acceptable. In cases where a refugee case is split for MG purposes, each separate MG case must have a separate section in the file. See section IV.3 for splitting cases.

## **2. Employment Services**

Objective: To place employable clients as quickly as possible into appropriate jobs which will enable the household unit to become self-sufficient within 120-180 days.

Employment services are to be provided to employable adult clients beginning upon enrollment in the Matching Grant program and continuing as needed through the 180<sup>th</sup> day. The level of employment services received by each client should reflect the skills, needs and barriers determined in the Resettlement Plan. Agencies providing MG employment services are to provide these services equally as needed to all clients, regardless of the client's community relations (ex. Refugee reunion case, asylee derivative).

Federal policy requires that, if necessary, clients accept "entry level" employment (see 45 CFR 400.81(a) for criteria for appropriate employment). Grantees shall communicate to employable clients who lack English language competency that they must exert a good faith effort to obtain employment while acquiring the competency in English to facilitate self-sufficiency and retain employment. Agencies shall continue to look for suitable work with clients through job upgrades where appropriate.

Grantees shall attempt to find employment for all employable members of the family unit when requested and/or is necessary to have more than one wage earner employed in order for the family to be economically self-sufficient.

In those relatively rare cases where newly arrived refugees who, because of their past employment, particular skills, or entrepreneurial experience, may be good candidates for self-employment, grantees should assist the client to obtain any applicable business or operator licenses as required, and retain copies in the file. Grantees should determine self-sufficiency of the self-employed client based on the net income of the client, which is gross income less expenses and applicable local, state and federal taxes, as compared to the basic budgeted living expenses for the case.

Employment services to be provided are:

- a. Job development: an ongoing process of networking with employers to develop prospective job openings for MG clients.

- b. Job counseling: ongoing interaction between the client and the person responsible for job development regarding questions and concerns that clients have about the world of work, job search, the need for early employment, job retention, and the consequences of refusing an appropriate offer of employment.
- c. Direct job placement assistance: assisting the client to identify and contact prospective places of employment, scheduling appointments for job interviews, preparing clients for interviews, and following up on results of interviews. Each locale must have a staff person who is responsible for providing or overseeing provision of these services to assist clients to become employed. This person may receive assistance from sponsors and volunteers in locating employment, but the grantee is ultimately responsible for full provision of said service.
- d. Follow-up with employer and employed clients: Contacting the employer (if the agency or the agency's volunteer has found the job placement) and contacting the employed clients (regardless of whether the agency or the client has found the job placement) within two weeks after the client has started work to identify any adjustment problems and to assist in the resolution of those problems. Such follow-up activities must occur throughout the first 180 days from date of eligibility. The responsibility for placement and follow-up of Matching Grant clients resides with the Matching Grant staff. Job developers funded by other sources may share information on job availability with Matching Grant staff and vice versa, but the actual conduct of the above services for Matching Grant clients must be done by the staff of the Matching Grant agency under the Matching Grant funding.
- e. Services that lead to job upgrades for clients with particular skills, vocations, or when necessary in order for the client family to achieve economic self-sufficiency.
- f. Subsidized employment may be used to gain entry into the job market; however employment outcomes are only counted when the subsidy ends and the client retains employment; the transition to a non-subsidized job must be completed by the 180<sup>th</sup> day. See section III.3.b for more detail.

### **3. Maintenance Assistance and Cash Allowance**

#### Objective:

To provide support adequate to meet the subsistence needs of the refugee and to preclude the need to access public cash assistance. Maintenance assistance includes provision of food or food subsidies, suitable housing, cash allowance and transportation assistance, throughout the first 120 days from the client's date of eligibility. Agencies may elect to provide maintenance assistance to clients, if necessary for up to an additional 60 days, provided that the grantee's total grant budget and the amount charged to the grant do not exceed the grant award. "If necessary" means that the individual has not attained economic self-sufficiency, as defined at 45 C.F.R. 400.2, and has not left the program.

This assistance is available to enhance and extend, but not supplant nor duplicate, assistance provided for under any Reception and Placement Cooperative Agreement. Food, housing, essential furnishings, and transportation to and from job interviews and job training is usually provided through a Cooperative Agreement with non-Matching Grant funding during the first thirty days of the refugees' stay in the United States. In cases where such support is available, Matching Grant funds would not be needed to provide these items or services during the first 30 days and such costs should not be charged to the Matching Grant program. It is expected that the two programs where they coexist, should provide, if necessary, a minimum of four consecutive months of maintenance support for the refugee case. "If necessary" means that the individual has not attained self-sufficiency and has not left the Matching Grant program. For Matching Grant clients that arrive without the benefit of R&P services, i.e., certain Cuban/Haitian entrants, victims of severe forms of trafficking and asylees, these services (such as referral to health screening, enrollment of children in school, orientation, etc.) are to be provided. All such services and in-kind contributions are allocable to the Matching Grant program for these clients.

#### Housing:

For clients who require housing as a part of maintenance assistance, rent payments shall continue at a minimum for the month following job placement up to the 120<sup>th</sup> day. Agencies are responsible for ensuring that housing is provided for all MG clients. In cases where a client's housing is provided by a family member, friend or other source,

case files should clearly indicate that such an agreement exists. Under no circumstances should a client use MG cash allowances on rent.

Agencies may elect to provide housing assistance to clients for an additional 60 days, if necessary, provided that the grantee's total grant budget and the amount charged to the grant do not exceed the grant award. Resettlement agencies are reminded to pay particular attention to placing clients in housing that is near employment and/or where public transportation to employment areas is readily available.

Cash Allowance:

Beginning upon enrollment and continuing until income from employment shall render the case self-sufficient, agencies must provide a minimum of \$200 cash allowance per month (\$50 per week) to each adult in the case and \$40 per month (\$10 per week) to each minor in the case, or the maximum amount that will not affect Medicaid eligibility. Cash payments are to be distributed to clients within ten working days of enrollment. This minimum cash allowance should be used by clients to buy personal items as necessary and *NOT FOR BASIC MAINTENANCE ASSISTANCE*. Local resettlement agencies may provide some of the weekly allowance in the form of gift cards or vouchers if such form of payment is in the overall best interest of the refugee and he/she concurs.

Agencies may opt to withhold a portion of the minor's allowance until the end of the MG service period to build up a family's savings, provided that the monthly allowance is sufficient to buy personal items as necessary, that such savings will not affect Medicaid eligibility, and that client has voluntarily agreed to these terms in writing.

Agencies are not required to pay the \$50/week/adult and \$10/week/minor from Matching Grant funds if enrolling refugees concurrently during the first 30 days of the R&P period. Cash allowances for these clients must begin upon conclusion of the R&P period. This waiver is extended to clients receiving services from the refugee or Cuban/Haitian R&P programs. All other Cubans/Haitian entrants, asylees, victims of trafficking or Amerasians are to receive cash payments within ten working days of enrollment.

#### **4. Administration**

Objective: To ensure planned, coordinated, timely, and appropriate delivery of services and adherence to Federal regulations, policies, and guidelines.

Grantee shall:

- a. Plan and coordinate program services with other local service providers in the community. Local Matching Grant affiliates must notify all Matching Grant agencies in the community of enrollment of any Cuban and Haitian entrant, victim of severe forms of trafficking, or asylee that arrives without the benefit of a Reception and Placement grant to assure non-duplication of enrollment in the Matching Grant program.
- b. Provide technical assistance and training to local offices regarding the Matching Grant program's guidelines, reporting, and other grant requirements.
- c. Monitor the performance of the grant and sub-grant activities and review each program function to assure that adequate progress is being made towards achieving programmatic goals and compliance with Federal grant regulations.
- d. Prepare monitoring reports. Any corrective actions recommended and follow-up on those recommendations shall be filed at the grantee's national office. Reports and other documentation related to monitoring activities are to be made available to ORR upon request.
- e. Manage grant finances and account for federal and matching funds according to Federal grant requirements and not transferred to MG.
- f. Ensure that administrative functions relating to reception and placement activities (e.g., coordination of refugee arrivals into the United States, placement, placement activities, and core services) are allocated appropriately to available Cooperative Agreement grants.
- g. Submit timely programmatic and financial reports as detailed in the Program Announcement to ORR.
- h. Obtain prior approval from ORR before making any significant changes (defined as a 10 percent change, up or down or greater than 20 enrollees) in the number of

clients enrolled in the Matching Grant Program at any given site and before adding any new sites.

- i. Work with local offices to develop policies in the context of the Federal Food Stamp requirements to assure clients meet the eligibility requirements for the Food Stamp program. [See ORR State Letter 97-28]. ORR recognizes that weekly cash payments may make certain refugee cases ineligible for Food Stamps. Local resettlement agencies may provide some of the weekly allowance in the form of vouchers if such form of payment is in the overall best interest of the refugee and he/she concurs.
- j. Maintain procedures for sanctioning clients that fail to comply with an agreed-upon MG Agreement, resettlement plan and/or directive involving attendance at counseling, training sessions, or English classes or who refuses to be interviewed for or accept an appropriate job offer. See section IV.1 on Sanctioning.

### **III. COMPONENTS FOR WHICH AGENCIES MAY ARRANGE FOR PROVISION OUTSIDE OF MATCH GRANT:**

Grantees shall provide the services listed below, as necessary, directly through the Matching Grant Program or through referral to other programs under other funding sources. Agencies are encouraged to develop special programs, which take into account client characteristics and the agency's experience.

#### **1. English Language Training (ELT)**

- a. Provide or assist clients in enrolling in an English language training class, as needed, according to competency level and previous English language training identified in the resettlement plan. English language training must be concurrent with rather than sequential to employment services. English language training is to be provided without cost to the client.
- b. English language training classes shall be taught by trained certified ELT instructors.

- c. ELT classes shall be scheduled so as not to inhibit employment search and employment; i.e., evening classes are recommended where possible. Classes should be geared toward early employment and self-sufficiency to the extent possible.
- d. Agencies are required to document attendance and progress of the client when ELT is indicated as an essential part of the Resettlement Plan for employment.
- e. Grantees shall inform clients that non-participation without good cause in ELT, where ELT is indicated as essential in a resettlement plan for employment, may be considered grounds for sanctioning or termination of maintenance assistance.
- f. Grantees shall take reasonable measures to ensure that tutoring support services provided by volunteers are coordinated with the English Language Training curriculum and are provided in response to the needs indicated in the resettlement plan. Volunteers should be provided program orientation and ongoing guidance to assist in effective service delivery.

## **2. Health and Medical Services**

- a. Agencies shall assist clients in attaining and accessing necessary health and medical services including health screenings. These costs are normally covered under Cooperative Agreements. For clients who do not receive such services under a Cooperative Agreement, these costs are allocable to the Matching Grant program.
- b. Agencies should enroll Matching Grant clients in Medicaid or Refugee Medical Assistance (RMA), and make every effort to ensure that the client's need for medical assistance does not result in receipt of public cash assistance.
- c. Also 45 CFR 400.104(a) states that "[i]f a refugee who is receiving medical assistance receives earnings from employment, the earnings shall not affect the refugee's continued medical assistance eligibility." Section 400.104(b) provides that "[i]f a refugee, who is receiving Medicaid and has been residing in the U.S. less than the time-eligibility period for refugee medical assistance, becomes ineligible for Medicaid because of earnings from employment, the refugee must be transferred to refugee medical assistance without an RMA eligibility determination." Section 400.104 (c) further provides that the refugee shall continue to receive medical assistance until he/she reaches the end of his or her time-eligibility period for

refugee medical assistance. Finally, section 400.104(d) provides that “in cases where a refugee is covered by employer-provided health insurance, any payment of RMA for that individual must be reduced by the amount of the third party payment.”

### **3. Employment Training or Recertification**

- a. Provide, or assist clients in enrolling in, short-term job training, customized skills training, or job recertification courses, if indicated in the resettlement plan. Such training is allowed if it is expected to lead to self-sufficiency within the first 120-180 days of eligibility.
- b. Non-Matching Grant funded On-the-Job Training (OJT) may be used only when suitable employment is not obtainable without the OJT or for the purpose of job upgrading. Agencies are expected to find the placement and monitor the client’s progress. Follow-up on placements continues to be the responsibility of the Matching Grant agency. Job placement is counted from the time the job is no longer subsidized. See section II.2.f for outcome determination.
- c. Specialized or customized skill training is an allowable employment service activity where there is a short-term training program available for Matching Grant clients with specific skills and for whom the training will lead to self-sufficiency for the case within 120-180 days from date of eligibility. Such costs as tuition, books and related support services are allowable and allocable to the Matching Grant program when not otherwise available under other programs. Subsidized employment may be used to gain entry into the job market; however employment outcomes are only counted when the subsidy ends and the client retains employment.

### **4. Social Adjustment Services**

- a. Provide or assist clients in obtaining social adjustment services, such as counseling and interpretation services, when necessary.

### **5. Support Services**

- a. Provide, or assist clients in obtaining childcare (day care and after school care), and address transportation problems that are barriers to self-sufficiency.

#### **IV. PROGRAM DEFINITIONS**

##### **1. Sanctioning**

A local Matching Grant agency may sanction a client who fails to comply with an agreed-upon resettlement plan and/or agency directive involving attendance at counseling, training sessions, or English classes or who refuses to be interviewed for or accept an appropriate job offer.

In situations where sanctions are to be applied, procedures must be in place to ensure that clients receive adequate written notice detailing the reasons for the intended action and presenting an opportunity for an adequate hearing before termination of benefits. All clients must be given due process before sanctioning takes place. An agency may not require that a client, once determined to be sanctioned, return cash or rent apportioned during the sanctioning period. (See *Goldberg v. Kelly*, 397 U.S. 254 (1970); see, e.g., 45 C.F.R. 400.54 and 400.82)

Limited sanctions may be imposed in order to attempt to gain compliance, through the reduction or temporary withholding of maintenance assistance or other services. If the client continues to fail to comply, the agency, after due process, may fully sanction the client from the Matching Grant Program. Such sanctioning may include the cessation of maintenance assistance and all services charged to the Matching Grant Program. Sanctioning procedures must be presented to clients at the time of enrollment, and must be translated if necessary.

##### **2. Definitions**

###### **i. Self-Sufficiency**

Economic self-sufficiency means earning a total family income at a level that enables a family unit to support itself without receipt of a cash assistance grant. Cases and

individuals receiving Food Stamps, Medicaid, etc. without cash payments, are considered self-sufficient.

**ii. Employable**

This measure is defined as a person who is between the ages of 18 and 64 and is determined by the family and serving agency as either a needed wage earner or an additional wage earner who desires to work.

**iii. Employed**

This measure is defined as a person who was determined and reported to be employable in the Resettlement Plan and who is *legally* employed in the United States. Refer to *Case File Requirements* for guidance on appropriate documentation to verify compliance with Federal and State Tax Regulations. Only one job placement (full-time or part-time) should be counted per client; full-time and part-time placements should be indicated separately. Full-time employment is defined as 35 hours or more per week; part-time employment is defined as fewer than 35 hours per week. In the MG program, this measure is taken at the 120<sup>th</sup> day after eligibility.

**iv. Entered Employment w/Health Benefits Available**

This measure indicates the number and percent of full-time placements that offer health benefits at any point within six months of job placement. This is not a measure of the number of refugees who elect to enroll in health benefits, but rather how many jobs offer this option. Health benefits are considered available even if coverage is only available to the refugee and not extended to the employee's family members. Benefits are considered available without regard to whether the employee must contribute to the premium.

**3. Splitting Cases**

A refugee household that has arrived together through the R&P program and has been designated one case number can be split prior to enrollment into the MG program, provided that the household composition is in accordance with the regulations of each

respective state, and provided that once split, the enrolled case would be eligible for the MG program on its own. Splitting prior to enrollment would primarily be done if

- i. particular members of the case are ineligible for MG (ex. someone over 65),
- ii. if the members of the case would be living in separate households or
- iii. if members of the household would be served under different programs.

If the refugee household arriving together through the R&P program intends to live together, however, they may remain as one case.

In general, a case cannot be split during the MG service period. Exceptions to this would be

- a. if there is an outmigration of part of the case during MG service period (provided that the case is left with an employable) or
- b. if the case reached day 120 and part of the case chooses to remain on MG while the remaining members choose to leave the MG program.

In both instances, the household composition must be in accordance with the regulations of each respective state, and once split, the remaining case is eligible for the MG program.

If any member of a case accesses public cash at any time during the MG service period, the entire case is dropped from the MG program.

If an office decides to split a case, case file documentation and outcome data should reflect the separation with an explanation of the rationale for the split. See Section II.1.m. In cases where a refugee case is split for MG purposes, each separate MG case must have a separate section in the case file.

#### **4. Joining Cases**

In the rare instance where a case would need to be joined in order to enroll in the MG program, it must be joined in a way that is in accordance with the household composition of each respective state. In order for that household to enroll in the MG program, they must have the same date of eligibility.

## **V. COORDINATION**

The Matching Grant program is part of the overall resettlement program in the State. Therefore, grantees shall require that local affiliates which participate in the program inform the relevant State Refugee Coordinator of the agency's participation in the Matching Grant Program. The following written information must be provided to the State Refugee Coordinator within 90 days following the grant and continuation award date: a copy of the local Matching Grant service plan that includes the number of refugees expected to participate in the program during the grant period, the services to be provided, and the name of the program contact person. A copy must be retained at the National office and available to ORR upon request. State Refugee Coordinators should be engaged in consultation with the Matching Grant program on an on-going basis. This means participation by all local affiliates in all State convened local task forces and consultations to assure that there is an accurate assessment of needs and services in the community.

Affiliates should work with each respective State Refugee Coordinator to submit the following information to ensure State population estimates are adjusted to include those asylees whose asylum was granted within the 36 month period ending September 30: 1) alien number, 2) date of birth, and, 3) the date asylum was granted.

Grantees shall require that local affiliates which participate in the program coordinate, as appropriate, with local welfare offices. This includes prompt response to welfare office questions concerning the level and duration of assistance provided to each refugee.

## **VI. POLICIES RELATING TO COST ALLOCATION AND AGENCY MATCH**

Under the Matching Grant program, ORR awards \$2 for every \$1 raised by the agency up to a maximum of \$2,200 in federal funds per client. Of this match, Volags and local affiliates must provide at least 20 percent of the match in cash; the balance may be cash, in-kind services, or donated goods. Agencies may count in-kind contributions provided directly to a particular

Matching Grant client up to and including the 180<sup>th</sup> day as long as that client remains in the program at the time of the contribution.

**1. Cash Match and ‘In-Kind’ Donations**

Cash Match can be from private or corporate donation, or any other non-federal source. The grant application must identify both the source and the proposed use for cash match.

In-kind donations may be donated to individuals being served through the MG program as well as to the program itself. Agencies should take care that a fairly equitable distribution of Match be provided to each MG client. In-kind donations may be in the form of volunteer services to the program; loaned equipment or space; donated supplies or donated land, buildings or equipment. To be allowable, in-kind donations must be costs that could have been paid with federal grant funds, had they not been donated to the program. This means that donations of items or services outside the scope of the grant could not be counted as in-kind match for that grant.

**2. Valuation of ‘In-Kind’ Contributions**

As stated in 45 CFR 74.23 and 92.24, values for in-kind contributions of services and property must be established in accordance with the regulations and the appropriate federal cost principles:

- a. Value of donated land and buildings will be its fair market value at the time of the donation, as established by an independent appraiser (certified, real property appraiser);
- b. Value of donated space within a building (or playground, parking lot, etc.) will be the fair rental value of comparable space, as established by an independent appraisal of comparable space and facilities in a privately-owned building in the same area;
- c. Value of donated equipment will be the fair market value of equipment of the same age and condition at the time of the donation;
- d. Value of loaned equipment will be its fair rental value; and

- e. Value of volunteer services will include salary and fringe benefits rates, and will be consistent with amounts paid for similar work in the grantee's organization. (If the required skills are not found in the grantee's organization, then the value will be consistent with salary plus fringe benefits paid for similar work in the local labor market.) See Section VI.4.e.

### **3. Supporting Documentation**

Federal regulations state that volunteer services must be documented and, to the extent feasible, supported by the same methods used by the grantee for its own employees, including time records. Documentation should include signatures of volunteers certifying the day of service, hours and rate of pay, and state the service performed. The form should be validated by a responsible grantee official.

The value of donated space must be documented by an independent appraisal of comparable space and facilities in a privately-owned building in the same locality.

The regulations also state that the basis for determining the valuation for personal service, material, equipment, buildings and land must be documented.

### **4. Match Grant specific policies**

- a. All allocable costs incurred and services provided in accordance with any Cooperative Agreement may not be charged to the Matching Grant program or counted as a matching contribution. Such costs include but are not limited to the following:
  - 1. If medical services are performed by private doctors and hospitals claiming reimbursement for such services under Medicaid or Refugee Medical Assistance, additional fees above the Medicaid reimbursement level may not be counted as a matching contribution.
  - 2. Staff costs for time spent on services (including the allocable portion of overhead and facilities costs) provided for under the Cooperative Agreement may not be charged to the Matching Grant Program. These costs

include staff and volunteer time spent on housing-related matters, medical orientation and referral for initial health screening, assistance in obtaining a social security card, initial intake and development of a resettlement plan, greeting refugees at the airport, and household goods and furniture during the first month. It also includes casework staff costs associated with the requirements of the Cooperative Agreement. Where such services are provided to clients without benefit of the R&P services, such costs are allocable to the Matching Grant program.

3. Costs for refugee baggage transfers or shipments are not allowable under this grant.
  4. Initial health screening referrals and orientation, as required in the Cooperative Agreement, are not considered a Matching Grant activity and thus expenses for such activities are not allowable for persons being served under another Cooperative Agreement. Such costs however, are allowable for certain Cuban and Haitian entrants, victims of severe forms of trafficking and asylees who do not receive such services under a Cooperative Agreement.
  5. Community orientation, as described in the Cooperative Agreement, may not be considered social adjustment services, and is not an allowable activity under the Matching Grant program except for certain Cuban and Haitian entrants, victims of severe forms of trafficking and asylees who do not receive such services under a Cooperative Agreement.
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- b. All goods and services must be allowable, reasonable and allocable to the Matching Grant, whether paid for by Federal funds, by agency match or in-kind contributions. One guide agencies should use in considering in-kind contributions is whether such goods or services attributed to the match would have been purchased if they had not been contributed.
  - c. Goods and services must be directly related to the self-sufficiency plan of the case and be provided by the local affiliate or sponsor to the client. Incidental goods

obtained by the client or activities not related to the Matching Grant program or the self-sufficiency plan (such as trips to the park, movies, etc.) are not allocable.

- d. Each agency/affiliate must have a standard way of tracking and documenting volunteer time. Documentation of volunteer time via email is acceptable as long as such reports are submitted in timely fashion and reviewed and approved by the case manager or other specified staff
- e. Non-professional volunteer services may be computed using an average hourly rate for all non-professional support or a menu of volunteer rates. Check [www.independentsector.org](http://www.independentsector.org) for applicable rates. These rates are to be included for review in the Matching Grant application. ORR may negotiate rates prior to issuing awards. Professional volunteer rates should be consistent with amounts paid for similar work in the local labor market.
- f. Contributions of goods and services can be considered “cash” if the item was paid for. The flow of these donations does not necessarily have to go physically from the donor (i.e., agency) to the donee (i.e., client). If the voluntary agency, or the sponsor, pays for the item with non-federal funds and gives it directly to the client or the client benefits directly from it, it may be considered a cash donation.
- g. When relatives of Matching Grant clients provide housing in their own residence during the match period, this housing cannot be counted as a matching expenditure. However, if the cost for a relative's residence (including utilities) increases as a direct result of housing Matching Grant clients, then only the amount of the increase may be counted as an in-kind match expenditure. Agencies are required to obtain appropriate documentation (i.e., an appropriately dated letter from a landlord documenting the increase and/or a history of utility bills) to verify that an increase in the cost for the relative's housing has taken place as a result of the addition of the Matching Grant client to the housing unit.
- h. Elementary, secondary and other school tuition for children is not considered within the scope of the Matching Grant Program and thus is not an allowable service under this section. However, childcare costs and day camps for children of newly employed parents or those in employment-related training are allowable

where reasonable and necessary. These costs are allowable for up to 180 days after arrival or until the case accesses public cash assistance, whichever occurs first.

## **5. Program Income and Reporting**

Due to the Matching Grant's unique statutory requirements, voluntary contributions are not considered program income. Any income directly generated by a Matching Grant-supported activity, however, is to be considered program income. Such program income may be used for allowable costs of the program to meet the Federal match requirements. Program income used as match should be reported on line 10. g of Standard Form 269. For example, if a video is produced using Matching Grant funds and copies are subsequently sold, any profit would be considered program income. (Note: Prior permission from ORR through either the application process or by special request would be needed to produce a video with Matching Grant funds.) Furthermore, if grantees require fees in exchange for the sponsorship of refugees who may be placed in the Matching Grant Program as a condition for the sponsoring of a particular individual, such funds are considered program income and must be reported.

Grantees must be able to provide at least 33 percent of the total approved cost of the project. The total approved cost of the project is the sum of the ACF share and the non-federal share. The non-Federal share may be met by cash or in-kind contributions, although applicants are encouraged to meet their match through cash contributions. Therefore, a project requesting \$200,000 in Federal funds must provide a match of at least \$100,000 (33 percent of total approved project costs \$300,000.) Grantees will be held accountable for commitments of non-Federal resources even if over the amount of the required match. Failure to provide the amount will result in disallowance of Federal Match.