VOLUNTARY AGENCIES MATCHING GRANT PROGRAM

FY 2012 PROGRAM GUIDELINES

TABLE OF CONTENTS

		PAGE
I.	**INTRODUCTION**	3
	Introduction	3
II.	**ELIGIBILITY:**	4
1.	Eligible Client Populations	4
2.	Enrollment Criteria	4
3.	Ineligible Individuals	4
III.	**PROGRAM SERVICES**	4
A.	**REQUIRED SERVICES THAT GRANTEES MUST PROVIDE IN-HOUSE**	5
1.	Case Management	5
	Case Files	5
2.	Employment Services	7
	Job Development	7
	Job Readiness and Placement Assistance	7
	Post Placement Assistance	7
	Job Upgrades/Professional Recertification	8
	Self-Employment	8
	Subsidized Employment/On-the-Job Training	8
3.	Core Maintenance Assistance Services	8
	Food, Housing, Utilities, and Transportation	9
	Cash Allowance	9
4.	Administration	10
B.	**REQUIRED SERVICES THAT GRANTEES MUST PROVIDE IN-HOUSE OR THROUGH REFERRAL**	11
1.	English Language Training	11
2.	Health and Medical Services	11
3.	Employment Training or Recertification	12
4.	Social Adjustment Services	12

5.	Support Services	12
IV. POLICIES RELATING TO COST ALLOCATION AND AGENCY MATCH		12
1.	Cash Match and 'In-Kind' Donations	13
	Valuation of 'In-Kind' Contributions	13
	a. Donated Supplies and Equipment	13
	b. Volunteer Services	14
	c. Supporting Documentation	14
2.	Costs that are Unallowable under the Matching Grant Program	14
3.	Program Income	15
V. MATCHING GRANT SPECIFIC DEFINITIONS, EXCEPTIONS, AND PROCEDURES		15
a.	Case Transfer Prior to Enrollment	15
b.	Change in Case Size	16
c.	Employable	16
d.	Employed	16
e.	Enrollment Period Exception for Asylees	16
f.	Entered Employment with Health Benefits Available	16
g.	Housing as a Matching Expenditure	17
h.	Joining Cases	17
i.	Long-distance Employment	17
j.	Out-migrated	17
k.	Sanctioning	17
l.	Self-sufficiency	17
m.	Splitting Cases	18
n.	Time Expired	18
o.	Voluntary Withdrawal	18

I. Introduction

These guidelines are provided to grantees under the Voluntary Agencies Matching Grant Program to assist them in their service delivery to eligible populations. The Voluntary Agencies Matching Grant Program is part of the refugee resettlement program in each state where it operates. The purpose of the Voluntary Agencies Matching Grant (MG) Program is to help enrollees attain economic self-sufficiency through the provision of comprehensive case management and services leading to employment within 120 to 180 days after the date of eligibility for the program. The client must achieve self-sufficiency without accessing public cash assistance. Enrollment is available to all Office of Refugee Resettlement (ORR) eligible populations meeting the minimum employability requirements; however, clients must be enrolled within 31 days of becoming eligible to ensure adequate services are provided and self-sufficiency is achieved and maintained within the period of eligibility.

The Voluntary Agencies Matching Grant Program was designed to work in consort with the Refugee and Cuban & Haitian Entrant Reception and Placement (R&P) programs. Congress confirmed this approach to the program in the 1986 Refugee Assistance Extension Act. Therefore, competition for funding under this program is open only to those voluntary agencies that already provide R&P services through a cooperative agreement with the U.S. Department of State (DOS) or the U.S. Department of Homeland Security (DHS). Those voluntary agencies are: Church World Service/Immigration and Refugee Program, New York, NY; Domestic and Foreign Missionary Society of the Protestant Episcopal Church of the U.S.A., New York, NY; Ethiopian Community Development Council, Inc./Refugee Resettlement Program, Arlington, VA; HIAS, Inc. (Hebrew Immigrant Aid Society)/Refugee and Immigrant Services, New York, NY; International Rescue Committee/Resettlement, New York, NY; Kurdish Human Rights Watch, Fairfax, VA; Lutheran Immigration and Refugee Service, Baltimore, MD; U.S. Conference of Catholic Bishops, Washington, DC; U.S. Committee for Refugees and Immigrants, Arlington, VA; and World Relief Corporation of National Association of Evangelicals/Refugee & Immigration Programs, Baltimore, MD. The Chaldean Federation of America, Southfield, MI has an application pending with the Department of State and may become eligible for this program if/when approved.

Funding through the Voluntary Agencies Matching Grant Program is provided through *cooperative agreements* requiring ORR's substantial involvement in the program's implementation at all levels. Participating agencies agree to match the ORR grant with cash and in-kind contributions of goods and services from the community. Currently, ORR awards $2 for every $1 raised by the agency up to a maximum of $2,200 in Federal funds per client. At least 20 percent of the non-Federal share (the grantee's match) must be met with cash; the balance may be cash, in-kind services, or donated goods. Note that while Federal and match funds are calculated and awarded on a per capita or client basis, the actual spending of such funds is not per capita based. This is to allow Matching Grant Program service providers flexibility in providing individually tailored services (higher or lower than the per capita rate) necessary for the client to achieve self-sufficiency.

II. 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 individuals will be referred to as "clients" unless the context indicates otherwise.

a. Refugees or asylees;
b. Cuban and Haitian entrants;
c. Certain Amerasians from Vietnam;
d. Victims of Severe Forms of Trafficking;
e. Special Immigrant Visa Holders (SIVs).

For more details on these eligible client populations, including statutory and regulatory authorities, visit the ORR website.

2. Enrollment Criteria

Enrollment in the Matching Grant program must occur within 31 days of the individual's date of eligibility (see also Sec.V.e. Enrollment Period Exception for Asylees). The date of eligibility for Matching Grant Services is counted from the date of arrival into the country for refugees and Amerasians; the date a Cuban/Haitian becomes an entrant[1]; the date of the final grant of asylum for asylees; the date of the certification or eligibility letter for Victims of Severe Forms of Trafficking; and the date an SIV arrives in the U.S. or the date of adjustment of status if applying for Special Immigrant Status within the U.S..

At least one member of the case unit must be deemed 'employable' for the case to be enrolled in the Matching Grant Program, and all other members must be otherwise MG Program eligible.

3. **THE FOLLOWING INDIVIDUALS ARE NOT ELIGIBLE FOR THE MATCHING GRANT PROGRAM:**

- Elderly or disabled individuals who are expected to receive Supplemental Security Income (SSI) within nine months after arrival;
- 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);
- 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, or Public Private Partnerships.

III. PROGRAM SERVICES

The grantee is responsible for the quality of all required services and for ensuring that services are provided in a manner that is culturally and linguistically compatible with a client's language and cultural background. In particular, the agency will ensure that language assistance is provided to Limited English

[1] A Cuban or Haitian becomes a Cuban/Haitian Entrant on the date he/she is (1) granted parole, (2) placed in removal proceedings, or (3) has a pending application for asylum (whichever is first). See also ORR State Letter #10-03

Proficiency (LEP) clients in accordance with Health and Human Services guidance and ORR State Letter #00-18.

Of the required MG Program services, there are some that must be provided in-house by the resettlement agency and others that may be provided off site in collaboration with other agencies.

A. REQUIRED SERVICES THAT GRANTEES MUST PROVIDE IN-HOUSE:

1. Case Management

Objective: To ensure that services are (1) provided in a planned, effective, and timely manner to eligible clients; (2) appropriate to the needs of the clients; and (3) contribute to the client's community orientation, early employment, and self-sufficiency within 120 - 180 days following program eligibility.

Intensive case management will begin immediately upon enrollment and continue through the 180th day for active cases. From the first client contact, agency interaction with the client will reinforce his/her motivation and ability to become and remain self-supporting. Grantees must ensure that those residing more than 100 miles of the approved local MG Program provider's service delivery office can fully support all required services.

Case Files

Matching Grant case files must be maintained separately from those documenting 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. When resources from R&P are utilized during the MG Program enrollment period to cover basic maintenance services, the sources of these resources must be noted. When a refugee case is split for MG Program purposes, each separate MG Program case will have its own file. See Section Sec.V.m. for splitting cases.

Each Matching Grant Program case file will document the following processes and/or services (Note that all documents requiring client signature will be translated into the languages of each Matching Grant Program provider's primary caseloads and interpreted into the language of the client, if necessary, to ensure the client's complete understanding of the program).--

a. Client Intake and Eligibility: Intake information (date of eligibility, date of enrollment, date of MG Program 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, #02-01, #10-02 and #10-03), 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. Notification of Pending Enrollment: Prior to enrolling any Cuban/Haitian entrant, victim of severe forms of trafficking or asylee, all other Matching Grant Program agencies in the affiliate's community will be notified (by email or phone). Such notification is intended to assure non-duplication of MG Program enrollment and must be noted in the enrolled client's case file.
c. Client Agreement Form: A signed and dated Matching Grant Agreement form and letter describing the Matching Grant Program and Agency and Client Rights and Responsibilities including sanctioning for non-compliance (see Sec.V.k. for more information regarding sanctioning).

d. Enrollment and Self-Sufficiency Budgets: A client signed proposed budget form for the case with tracked expenditures to date will be included. The budget, translated if necessary, will include itemized expenses and income (with source specified) necessary to cover such expenses for the MG Program service period. The case manager should formulate at least two budgets (may be on one form) documenting pre-and post-employment finances. The budgets should reflect the household's financial situation during the MG Program service period and should demonstrate the client's progress towards and achievement of self-sufficiency.

e. Self-Sufficiency Plan: A client signed Self–Sufficiency Plan detailing projected time frames and steps 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 as shown in the signed budget;

f. Childcare: Documentation of the provision of childcare and after school care, if indicated as necessary;

g. Housing: Documentation of the full provision of housing and essential utilities;

h. Cash and Material Disbursements: Each file will have a summary sheet of all cash and in-kind contributions allocable to the MG Program and disbursed to the case. All noted cash or check disbursements must include the initials of an adult member of the case.

i. Client Interaction: Documentation of regular contact with, and monitoring progress of, members of the case over time with summary notes regarding the type (e.g. in person, phone, email, etc), purpose and outcomes of each contact.

j. Service Documentation: Notes and general documentation should cover all required service areas as prescribed in each Self-Sufficiency Plan. All services received as a result of the MG Program Self-Sufficiency Plan are to be documented in the file, regardless of whether the service is funded through the MG Program or not (e.g.: ESL).

k. Volunteer Provided Service Records: When a volunteer provides services benefiting an individual case, signed service records specifying the date and service rendered will be included in the client case file. Email submissions are acceptable but must be reviewed and approved by an appropriate agency official.

l. Training: If a client is enrolled in a training program, the date, type, intended duration, expected outcomes, and provider of the training program should be indicated in the case file.

m. Self-Sufficiency Status: Statement(s) regarding the status of the case at 120 and 180 days after date of eligibility, e.g., whether the employable clients 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.;

n. Proof of Compliance with United States (U.S.) Federal Tax Regulations: Copies of pay stubs or other verifiable documentation to show proof of reported employment.

o. Job Upgrades/Professional Recertification: Documentation of the agency's efforts to work with clients with particular skills or vocations who have been placed in entry level employment in obtaining a job upgrade. If requested, agencies will direct the client to information on professional recertification. Guides for recertification of certain professions have been prepared by RefugeeWorks and are available online at www.refugeeworks.org

p. Case Closure: Documentation of the closure of the case, status at closure and referrals to subsequent programs. Upon completion of MG Program services at the 180th day, the agency will provide the client with a customized letter certifying closure of the case. The letter will contain, at minimum, the following four items:

    1) the self-sufficiency status of the client;

2) a reminder to adjust 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;
3) a reminder that upon moving to a new address, the client must complete and submit:
   A. a Change of Address Form AR-11 to the United States Citizenship and Immigration Services (USCIS)
   B. a Change of Address Form with the United States Postal Service (USPS);
4) a list of ORR-funded and mainstream resources and services available in the respective community. MG Program clients should be advised that they are eligible for ORR State-administered Social Services for up to five years.

2. Employment Services

Objective: *To place employable clients as quickly as possible into appropriate jobs so that the household unit becomes self-sufficient within 120 - 180 days from MG Program eligibility.*

Employment services are to be provided to employable adult clients beginning upon enrollment in the Matching Grant Program and continuing as needed through the 180th day from eligibility. The level of employment services received by each client should reflect the skills, needs, and barriers determined in the Self-Sufficiency Plan.

Federal policy requires that, if necessary, clients accept "entry level" employment (see 45 CFR 400.81(a) for criteria for appropriate employment). Grantees will communicate to employable clients who lack English language competency that they must exert a good faith effort to obtain employment while acquiring English competency to facilitate self-sufficiency and to retain employment. Grantees will work with clients to obtain job upgrades where appropriate and direct clients to information on professional recertification, if requested.

Grantees will make every effort to find employment for all employable members of the case unit when requested or if it is necessary to have more than one wage earner for the case to achieve self-sufficiency.

Each MG Program must have a designated paid staff member who is responsible for providing or overseeing the provision of employment services. This staff member may receive help from other staff, relatives, co-sponsors and volunteers in locating employment, but the grantee is ultimately responsible for the full provision and quality of all services.

The following employment services are required --

a) Job Development: Ongoing networking with employers and others to secure employment for MG Program clients.
b) Job Readiness and Placement Assistance: Ensure that the MG Program client is prepared to seek early employment and has the skills necessary to succeed in a U.S. work environment. Grantees must ensure the local provider's service delivery for all job placements more than 100 miles from the local MG Program office *(see Sec.V.i. Long Distance Employment)*. MG Program Clients will be educated on the need and advantages (e.g. the *Earned Income Tax Credit,* social security, unemployment compensation, etc.) of early employment and job retention.
c) Post-Placement Assistance: Post-placement assistance is required to ensure that employment is maintained through the MG Program service period. When the agency is responsible for placing the client in a job, the agency will contact both the employer and the

employed client within 2 weeks of the start date to identify any adjustment problems and to assist in resolving those problems. If the client secures employment on his/her own, the agency will follow-up with the client to identify any adjustment problems and to assist in resolving those problems. Similar post- placement follow-up should occur throughout the MG Program service period.

d) Job Upgrades/Professional Recertification: For clients with specialized, advanced skills or vocations who have been placed in entry-level employment, agencies will work with clients to obtain job upgrades. In addition, agencies will direct clients to information on professional recertification, if requested.

e) Special Considerations:

1) Self-Employment: Grantees should determine self-sufficiency of the self-employed client based on the client's net income, which is gross income less expenses and applicable local, state and Federal taxes, as compared to the basic budgeted living expenses for the case. Note that self-sufficiency shall not be counted without documented proof of compliance with all local, state and Federal tax laws governing self-employment.

2) Subsidized Employment/On the Job Training (OJT): Subsidized employment and on-the-job training employment for MG Program purposes may be counted only when all subsidies end and the client retains employment. Self-sufficiency may not be declared based on income from a subsidized position.

3. Core Maintenance Assistance Services

Objective: *To provide support adequate to meet the subsistence needs of the refugee and to preclude the need to access public cash assistance prior to becoming self-sufficient.*

Core Maintenance Assistance services include the provision of food or food subsidies, suitable housing and essential utilities, cash allowance, and transportation assistance to active cases. In cases where clients benefit from employment income, but are not fully self-sufficient, agencies may choose to partially offset the cost of core maintenance assistance services with said income. Sufficient financial literacy training should be provided to the client to ensure that clients effectively manage the required maintenance assistance and achieve self-sufficiency.

Core Maintenance Assistance Services are available to enhance and extend, but not replace or duplicate, services provided under any Reception and Placement Cooperative Agreement. Food, housing, essential furnishings, and transportation to and from job interviews and job training are usually provided through a Cooperative Agreement with non-Matching Grant funding for up to 90 days of the refugee's stay in the United States. In cases where such support is available during the first 30 days or longer of MG Program eligibility, the cost of these basic needs items or services should not be charged to the MG 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 case that has not attained self-sufficiency and has not left the MG Program. For Matching Grant clients who arrive without the benefit of R & P services, i.e., certain Cuban/Haitian entrants, victims of severe forms of trafficking and asylees, all such services and in-kind contributions are allocable to the Matching Grant Program.

Core Maintenance Assistance Services will be assured by the grantee as follows:

Food, Housing, Essential Utilities, Transportation: Beginning upon enrollment and continuing through 120 days from date of eligibility or for as long as the case is not self-sufficient and remains in the program.

Grantees are responsible for ensuring that MG Program clients receive adequate food and food subsidies. This includes enrollment in the Supplemental Nutrition Assistance Program (SNAP) of the USDA, referral to food banks, and direct food subsidies.

Grantees are responsible for ensuring that housing is provided for all MG Program clients either through relatives, co-sponsors, and volunteers or directly through the agency. Agencies will make every effort to place clients in housing that is convenient to employment and other services, including public transportation. In cases where a client's housing is provided by a family member, friend or other source (including R&P funds), case files should clearly indicate that such an agreement exists.

For active cases that require grantee-provided housing as a part of maintenance assistance, rent and utilities payments shall begin upon enrollment and continue through 120 days from eligibility or until income from employment renders the case self-sufficient. Grantees may elect to continue housing assistance to clients up to 180 days from eligibility regardless of self-sufficiency.

As R&P funds may cover up to 90 days of housing costs for those refugee cases covered under an R&P cooperative agreement, MG grantee-provided housing and utilities payments may continue up to 180 days from eligibility regardless of self-sufficiency. Case files must clearly document how housing costs are being covered.

Grantees are to provide basic transportation in the form of bus passes, ride sharing, or other transportation assistance to assure clients have access to job interviews and job training.

Cash Allowance: Beginning upon enrollment and continuing through 120 days of Matching Grant Program eligibility or until income from employment renders the case self-sufficient, the grantee will assure 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 allowance is encouraged (but not required) for those cases not self-sufficient that are continued beyond 120 days of Matching Grant Program eligibility.

The first cash payments are to be distributed to clients within ten working days following enrollment. This minimum cash allowance should be used by clients to buy personal items as necessary and *not for core maintenance assistance*. The grantee 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 client and the client concurs.

Note that if enrolled refugees/Amerasians/SIVs are receiving cash benefits allowances through the R&P programs, agencies need only ensure that total cash payments (R&P and Matching Grant Program) are equivalent to the required Matching Grant Program cash allowance. These R&P funded benefits must be documented in the client's Matching Grant Program case file. All other Cubans/Haitian entrants, asylees, victims of trafficking, or Amerasians are to receive cash payments within ten working days of enrollment.

With the client's written concurrence, the grantee may withhold a portion of minors' allowance until the end of the MG Program service period to build up a family's savings, provided that the remaining monthly allowance is sufficient to buy personal items as needed.

4. Administration

Objective: *To ensure the achievement of agreed program outcomes through the SMART (Specific, Measurable, Appropriate, Realistic, and Time-bound) delivery of MG Program services and the adherence to Federal regulations, policies, and guidelines.*

The Matching Grant Program grantee (the national voluntary agency which is the grantee) must maintain qualified staff designated to ensure the following functions:

a. Provide ongoing technical assistance and training to local affiliates regarding the Matching Grant Program Guidelines, reporting, and other grant requirements. Documentation of provision of such training must be included in the grantee's reporting to ORR.
b. Require participating local Matching Grant Program service providers to consult with their State Refugee Coordinator on an on-going basis as follows:
   - Within 90 days of the initial grant award and each continuation award, a copy of the local Matching Grant service plan must be provided to the State Refugee Coordinator and include, at minimum: (1) the number of clients expected to participate in the program during the budget period, (2) the services to be provided, and (3) the name of the program contact person. A copy of this transmittal must be retained at the national and local service provider offices.
   - Participation in all State-convened local task forces and consultations to ensure an accurate assessment of refugee needs and available services. Note: ORR shares trimester progress reports with State Refugee Coordinators for all affiliates in a given State.
c. Require participating local affiliates to coordinate their services, as appropriate, with local welfare offices and other mainstream and refugee service providers in their communities. This includes prompt response to welfare office questions concerning the level and duration of assistance provided to each refugee.
d. 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 that those programs are in compliance with Federal grant regulations.
e. Develop and implement a customized performance improvement plan for those affiliates for those affiliates with 50 or more clients that are underperforming, as defined by 180 day outcomes, 10 percentage points below the MG Program national trimester average. Such plans are expected to include, if indicated, enhanced monitoring, professional development training of staff, reassignment of personnel, and reallocation of MG Program client slots. Performance improvement plans are to be summarized in trimester progress reports.
f. Prepare monitoring reports. Any recommendation for corrective action and follow-up on those recommendations shall be filed at the grantee's national office. Monitoring Reports are to be summarized and included in tri-annual performance progress reports.
g. Manage grant finances and account for Federal and matching funds according to Federal grant requirements.
h. 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.
i. Submit timely programmatic and financial reports to ORR as detailed in the Funding Opportunity Announcement.

j. Inform ORR within 10 days of 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 obtain prior approval before adding any new sites.
k. Work with local Matching Grant Program service providers to develop policies in the context of U.S. Department of Agriculture's (USDA) Supplemental Nutrition Assistance Program (SNAP) requirements to ensure that clients meet the eligibility requirements for SNAP. ORR recognizes that weekly cash payments may make certain refugee cases ineligible for SNAP and Medicaid. Local Matching Grant Program service providers may give some of the weekly allowance in the form of vouchers if such a form of payment is in the overall best interest of the client and he/she concurs.
l. Maintain procedures for sanctioning clients who fail to comply with the MG Program Agreement, Self-Sufficiency Plan and/or directives involving attendance at counseling, training sessions, or English classes. Sanctioning is also recommended for clients who refuse to be interviewed for or accept an appropriate job offer. See Section IV.1 for additional information on Sanctioning.

B. REQUIRED SERVICES THAT GRANTEES MUST PROVIDE IN-HOUSE OR THROUGH REFERRAL:

Grantees shall provide the services listed below, as necessary, directly through the Matching Grant Program or through documented referral to other programs. Grantees are encouraged to assist in the development of programs appropriate to their MG Program clients.

1. English Language Training (ELT)

When ELT is indicated as an essential part of the Self-Sufficiency Plan for employment, grantees will assist clients in enrolling in an English language training program at an appropriate competency level and under the following conditions:

a. Classes shall be taught by certified ELT instructors.
b. Classes should be contextualized toward early employment and self-sufficiency, to the extent possible.
c. Classes will be offered concurrently with employment services.
d. Classes are offered without cost to the client.
e. Classes should be scheduled at times that do not hinder employment search or job placement.
f. Volunteers involved in ELT will receive MG Program orientation and ongoing guidance to ensure effective service delivery.
g. Non-participation in ELT is considered grounds for sanctioning or termination of maintenance assistance if included in the agreed upon Self-Sufficiency Plan.
h. Evidence of enrollment must be included in the case file of clients receiving such training.

2. Health and Medical Services

a. Grantees will ensure that clients have access to necessary health and medical services including health screenings. Associated costs are normally covered under other Refugee Medical Assistance (RMA), Medicaid, and Reception and Placement Cooperative Agreements. For clients who do not receive such services under another Cooperative Agreement, associated costs are allocable to the Matching Grant program.
b. Grantees will enroll Matching Grant clients in Medicaid or RMA, ensuring that clients' need for medical assistance does not result in their receiving public cash assistance. Please note: MG Program payments may render an otherwise eligible RMA applicant as ineligible, but only at the point of initial RMA eligibility determination (payments associated with

R&P are specifically exempt). A refugee enrolled in RMA prior to MG Program enrollment will not be impacted by subsequent MG Program payments

c. Please note: 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

Grantees will provide, or assist clients to enroll in, short-term job training, customized skills training, or job recertification courses, if indicated in the Self-Sufficiency plan. Such training is allowed as a MG Program activity only if it is expected to lead to self-sufficiency within the first 120 to 180 days of eligibility. Such costs as tuition, books and related support services are allowable and allocable to the Matching Grant program when not otherwise provided through other programs. In cases where recertification is not possible within the period of eligibility, agencies will make reasonable efforts to assist the client in finding information regarding recertification in his/her professional field.

4. Social Adjustment Services

Grantees will provide, or assist clients in obtaining, social adjustment services when necessary. These services may include, but are not limited to, behavioral health counseling and interpretation.

5. Support Services

When reasonable and necessary, grantees will provide, or assist clients in obtaining additional employment support services that remove barriers to self-sufficiency. Such services might include childcare.

IV. POLICIES RELATING TO COST ALLOCATION AND AGENCY MATCH

Grantee matching funds are contributions made to an approved project from non-Federal funds. The contributions must be for expenses that are necessary and reasonable to support the objectives of the MG Program award. Contributions can only be from non-Federal funds, must be allowable by Federal regulations, cannot be used by more than one project, and must be auditable. Cost-share and matching expenses that are included in proposals become "required" cost-share/matching and have to be tracked and verified. Failure to provide the required amount will result in the disallowance of Federal funds (see also the HHS Grants Policy Statement).

The Matching Grant program requires grantees to provide at least 33 percent of the total approved cost of the project for each budget period. The total approved cost of the project is the sum of the ACF (Federal) share and the non-Federal share. At least 20 percent of the non-Federal share (the grantee's match) must be met with cash; the balance may be cash, in-kind services, or donated goods. For example, in order to meet the match requirements, a project requesting $200,000 in Federal funds must provide a non-Federal share of the approved total project cost of at least $100,000, which is 33 percent of total approved project cost of $300,000. At least $20,000 or 20 percent of the $100,000 match must be in cash. Grantees may count in-kind contributions provided directly to a particular

Matching Grant client up to and including the 180th day from eligibility as long as that client is in the MG Program at the time of the contribution.

1. Cash Match and 'In-Kind' Match

The minimum 20 percent Cash Match may be from private or corporate donation, or any other non-Federal source. The grant application must identify both the source(s) and the proposed use(s) for the cash match. 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 recipient (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. A receipt reflecting the purchase of items going directly to clients must be included in the client's case file.

Third party in-kind contributions are defined as the value of non-cash contributions directly benefiting a grant-supported program that are provided by non-Federal third parties without charge to the recipient, the sub-recipient, or a cost-type contractor under the grant or sub-award. For Matching Grant Program purposes in-kind contributions, or match, may be in the form of volunteer services; loaned equipment or space; or donated land, buildings, equipment, or supplies that directly benefit and are specifically identifiable to the Matching Grant Program. All goods and services must be allowable, reasonable, of good quality, and allocable to the Matching Grant Program, whether paid for by Federal funds, by the voluntary agency match, or through in-kind contributions. 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. As a result, donations of items or services outside the scope of the grant (such as school tuition for children, trips to the park, movies, and other entertainment) cannot be counted as in-kind match for the purpose of the Matching Grant Program. In determining the admissibility of in-kind contributions as match, voluntary agencies should determine whether such goods or services would have been purchased using Federal funds if they had not been contributed.

In-kind Match may be donated to clients served through the Matching Grant Program as well as to the program itself. Voluntary agencies should strive for an equitable distribution of donated goods and services to each Matching Grant Program client.

Valuation of 'In-Kind' Match (see also the HHS Grants Policy Statement)

a. Donated Supplies, Equipment, Space, or Land

Donated supplies may include such items as expendable property, office supplies (unless treated as an indirect cost), laboratory supplies, household furniture and supplies, or workshop and classroom supplies. The value assigned to donated supplies must be reasonable and cannot exceed the fair market value of the supplies at the time of donation.

The value of donated equipment cannot exceed the fair market value of equipment of the same age and condition at the time of donation. The value of loaned equipment cannot exceed its fair rental value. If any part of the donated property was acquired with Federal funds, only the non-Federal share of the property may be counted as matching or cost sharing. If a third party donates equipment, buildings, or land and title passes to an agency or affiliate, the fair rental rate of the donated land may be counted as matching or cost sharing only if

purchase of the equipment or rental of the land would be allowable as a direct cost.

The value of donated equipment cannot exceed the fair market value of equipment of the same age and condition at the time of donation. The value of loaned equipment cannot exceed its fair rental value. If any part of the donated property was acquired with Federal funds, only the non-Federal share of the property may be counted as matching or cost sharing. If a third party donates equipment, buildings, or land and title passes to an agency or affiliate, the fair rental rate of the donated land may be counted as matching or cost sharing only if purchase of the equipment or rental of the land would be allowable as a direct cost.

The value of donated space cannot exceed 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 locality.

ORR may require that the market value of land or buildings or the fair rental rate of land or of space in a building be established by an independent property appraiser or by a U.S. General Services Administration (GSA) representative.

b. Volunteer Services

Rates for donated services used to satisfy a matching or cost-sharing requirement must be consistent with those paid for similar work in the organization. In those instances in which the required skills are not found in the agency, rates must be consistent with those paid for similar work in the labor market in which the agency would compete for the kind of services involved. When an employer other than the agency furnishes the services of an employee, the services must be valued at the employee's regular rate of pay. Only the amount representing an amount consistent with the function performed are allowable, e.g., if a doctor serves as a receptionist, only the amount that would be allowable for a receptionist is allowable as a contribution to the grant. Fringe benefits consistent with those that would be paid by the employing organization that are reasonable, allowable, and allocable may be included in the valuation.

c. Supporting Documentation

Per the HHS Grants Policy Statement, the basis for determining the valuation of personal services, materials, equipment, buildings, and land must be verifiable from the records of the recipient, sub-recipient, or contractor under the grant [Cooperative Agreement]. Volunteer services to an agency, where feasible, should be supported by the same level of documentation used by the agency for its own employees, including time and attendance records.

2. Costs that are Unallowable under the Matching Grant Program

All allocable costs incurred and services provided in accordance with any other 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. Fees above the Medicaid/Refugee Medical Assistance reimbursement level may not be counted as a matching contribution, if reimbursement is claimed.

2. Staff costs for time spent on services (including the allocable portion of overhead and facilities costs) provided for under the R&P 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 Self-Sufficiency Plan, greeting refugees at the airport, and household goods and furniture during the first month. These costs also include casework staff costs associated with the requirements of the R&P Cooperative Agreement. Where such services are provided to clients without benefit of 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 R&P Cooperative Agreement, are not considered a Matching Grant activity and thus expenses for such activities are not allowable. 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 the R&P Cooperative Agreement.
5. Community orientation, as described in the R&P Cooperative Agreement, is not part of MG Program social adjustment services, except for certain Cuban and Haitian entrants, victims of severe forms of trafficking, and asylees who do not receive such services under the R&P Cooperative Agreement.
6. 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

3. Program Income

Due to the Matching Grant's 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 Standard Form 425.

V. MATCHING GRANT PROGRAM SPECIFIC DEFINITIONS, EXCEPTIONS, AND PROCEDURES

a. Case Transfer Prior to Enrollment

1). 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 agency belongs to the network of the same national voluntary agency (Volag) that provided the client with initial R&P services; and
- They enroll at the new site within 31 days of eligibility.

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

3). Refugees who are resettled by a local affiliate through the Department of State's R & P Program may not enroll in MG Program services through an affiliate of a different Voluntary Agency in that same location without prior approval by ORR.

b. Change in Case Size after Enrollment

A case size may change during the enrollment period. Associated services may be adjusted at the point the change takes place; Changes are not retroactive and the remaining case eligibility period would remain unchanged. Note that the case must continue to have at least one member deemed employable.

In the case of a U.S.-born child, the child may be enrolled in Matching Grant ONLY if the birth occurs during the first 31 days of the mother's MG Program eligibility. If the birth occurs after the initial 31 days of the mother's program eligibility, the child CANNOT be enrolled in the MG Program case. Note that, if the child is born to parents that are both members of ORR services-eligible populations, the child may be eligible for other (non-MG Program) ORR funded services as part of an eligible family unit.

c. Employable

This measure is defined as an eligible MG Program client between the ages of 18 and 64 who is determined by the case and the MG Program agency to be (1) a needed and able wage earner for the case to achieve self-sufficiency, or (2) an additional wage earner who desires gainful employment.

d. Employed

This measure is a person who was determined and reported to be employable in the Self-Sufficiency Plan and who is now *legally* employed in the United States. 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. Note that two of more part-time positions totaling at least 35 hours may be counted as one full-time job placement. In the MG program, this measure is taken first at the 120th day after eligibility.

e. Enrollment Period Exception for Asylees

In situations where an individual is notified of his/her grant of asylum via U.S. Mail at a date that differs substantially from the actual date asylum was granted, the agency may request (via email to the ORR program manager) an exception to the 31 day enrollment eligibility period. Upon receipt of verifiable proof of the late notification, ORR will authorize an extension of the enrollment period. The extended enrollment period may not exceed 31 days from the date of asylum notification. Note that prior to enrollment: (1) the asylee must assure that he/she has not accessed public assistance in the time period since asylum was granted and that he/she is not already self-sufficient; and (2) the agency must notify all other Matching Grant Program agencies in the community of the pending enrollment to assure non-duplication of enrollment in the Matching Grant Program.

f. Entered Employment with Health Benefits Available

This measure indicates the number and percent of full-time job placements that offer employee health benefits, with or without employer contribution, at any point within the first six months of employment. This is not a measure of the number of clients who elect to enroll in health benefits, but rather of how many jobs offer this option.

g. Housing as a Matching Expenditure

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 the amount of the increase may be counted as an in-kind match expenditure. Agencies are required to obtain appropriate documentation (i.e., utility bills, or 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. 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 accordance with the household composition of the state welfare agencies. Note that all case members must have the same date of eligibility.

i. Long-Distance Employment

Job placements outside of a local office's 100-mile service radius are discouraged. However, in cases where a MG Program client should find or desire to be placed in employment at such a location, the agency must obtain approval from ORR prior to placement. Requests to ORR must include a service plan that demonstrates that all required MG Program services and case management will be provided. The service plan must be SMART – Specific, Measurable, Appropriate, Realistic, and Time-bound. Once approval from ORR is obtained, agencies may place additional clients with the approved employer at the approved location. Note that clients are not required to accept these placements, and agencies will include a narrative report on the status of all such ORR approved employers in their trimester and annual reports.

j. Out-Migrated

This measure identifies clients who have withdrawn from the MG Program by moving or taking employment outside of the local MG Program provider's approved local service delivery area.

k. Sanctioning

A local Matching Grant agency may impose limited sanctions in an attempt to gain compliance of a client who (1) fails to comply with an agreed-upon Self-Sufficiency Plan and/or agency directive involving attendance at counseling, employment training, or English language classes, or (2) refuses to be interviewed for or accept an appropriate job offer. Sanctioning procedures must be outlined in the MG Program agreement (and its translation) form signed by the client at enrollment. Such sanctioning includes the reduction or temporary withholding of maintenance assistance or other services. If the client continues to fail to comply, the agency, after due process as outlined below, may drop the client from the MG Program.

In situations where sanctions are applied, the client must receive written notice detailing the reasons for sanctioning and providing a reasonable opportunity for appeal prior to termination of any benefits. An agency may not require a sanctioned client to return cash or rent apportioned prior to the termination of said benefits. (See Goldberg v. Kelly, 397 U.S. 254 (1970); see, e.g., 45 C.F.R. 400.54 and 400.82)

l. Self-Sufficiency

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

one case member must be employed; benefits without cash payments such as SNAP, Medicaid, and RMA are allowable and do not affect the recipient's self-sufficiency status.

m. 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

a. particular members of the case are ineligible for MG (ex. someone over 65),
b. the members of the case would be living in separate households or
c. 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.

n. Time Expired

Time Expired refers to cases which are dropped from the program at 120 days from eligibility following a thorough assessment in which the agency has determined that the case (1) is not expected to achieve self-sufficiency within the remaining 60 days of eligibility and (2) would be best served by a non-Matching Grant Program. This determination does not require the concurrence of the client, but must be fully documented in the case file.

o. Voluntary Withdrawal

If a client voluntarily leaves the program by accessing public assistance or migrating out of the service area, he/she is effectively withdrawing from the Matching Grant Program. All cash allowances, services and in-kind contributions afforded by the Matching Grant program will cease. For reporting purposes, the client has (1) dropped out of the program by accessing cash assistance or (2) dropped out through out-migration. The agency will notify the client in writing, where possible, of the termination of Matching Grant Program services and will maintain a copy of the notification in the client's case file.

Note that if a MG Program client inadvertently accesses some sort of cash assistance, she/he may pay it back and thus maintain his/her MG Program service eligibility.