

APPENDIX

1. Client Eligibility & Determination of Eligibility

The client’s eligibility status must be considered to qualify for all ORR-funded services. The Grantee must determine eligibility for ORR-funded services by reviewing the acceptable documents, listed below.

Immigration statuses listed below are granted by the United States Citizenship and Immigration Services (USCIS) within the Department of Homeland Security (DHS). [See the ORR website for more information.](#)

A. **Afghan Citizen or National**

ORR-Eligible Definition:

- Citizens or nationals of Afghanistan paroled into the U.S. under section 212(d)(5) of the Immigration and Nationality Act (INA) between July 31, 2021 and September 30, 2022.
- A spouse or child of any Afghan humanitarian parolee described above, who is paroled into the U.S. after September 30, 2022.
- A parent or legal guardian of an Afghan humanitarian parolee who is determined to be an unaccompanied child as defined by 6 U.S.C. 279(g)(2), who is paroled into the U.S. after September 30, 2022.
- Citizens and nationals of Afghanistan for whom refugee and entrant assistance activities are authorized (e.g., Special Immigrant Visa holders, Special Immigrants with Conditional Permanent Residency, SQ/SI parolees, refugees, asylees), whose eligibility date is on or after July 31, 2021.2

Acceptable Documentation	Details

B. **Amerasian**

ORR-Eligible Definition: Certain Amerasians from Vietnam who are admitted to the United States as immigrants pursuant to § 584 of the Foreign Operations, Export Financing, and Related Programs Appropriations Act, 1988 (as contained in § 101(e) of Public Law 100-202), as amended (8 U.S.C. § 1101 note).

Acceptable Documentation	Details
I-94 (Arrival/Departure Record)	Class AM
I-551 (Permanent Resident Card)	Category AM
Visa	Vietnamese Exit Visa with Code AM
Passport	<ul style="list-style-type: none">• Vietnamese Passport with Code AM• United States Passport with Code AM

C. **Asylee**

ORR-Eligible Definition: Admitted under Section 208 of the INA.

Acceptable Documentation	Details
I-94 (Arrival/Departure Record)	<ul style="list-style-type: none"> • Section 208 • Class AS • Visa 92 (V-92)
I-551 (Permanent Resident Card)	Category AS
I-766 (Employment Authorization Card)	Category A05
I-730 (Refugee/Asylee Relative Petition)	Approval of Derivative Asylee
Letter	<ul style="list-style-type: none"> • Asylum Approval Letter from a USCIS office • Order from an Immigration Judge Granting Asylum
I-571 (Refugee Travel Document)	<ul style="list-style-type: none"> • DHS form • United States Refugee Travel Document
Passport/Visa	Stamped with Temporary I-551 <u>and</u> annotation AS

D. Cuban and Haitian Entrant

ORR-Eligible Definition: As defined under 45 CFR part 401.

Acceptable Documentation	Details
I-94 (Arrival/Departure Record)	<ul style="list-style-type: none"> • Stamped Cuban/Haitian Entrant (Status Pending) • Parolee • 212(d)(5) or 241(b)(3) or 243(h) <u>with</u> the Passport Country of Issuance or Country of Issuance listed as Cuba or Haiti • Humanitarian • Public Interest Parolee • Form I-589 Filed
I-94 (Arrival/Departure Record) <u>and</u> Letter	I-94 indicating admission into the U.S. from Cuba or Haiti <u>and</u> a letter/notice from USCIS indicating ongoing deportation/exclusion proceedings/Removal Proceedings
Cuban/Haitian Passport	Stamped with 212(d)(5)
I-551 (Permanent Resident Card) - country of birth must be Cuba or Haiti	Category: CH6, CU6, HA6, <u>or</u> HB6
I-766 (Employment Authorization Card) - country of birth must be Cuba or Haiti	Category: A04, C08, C10, <u>or</u> C11
Forms with accompanying proof of Cuban or Haitian Nationality	<ul style="list-style-type: none"> • I-221 Order to Show Case and Notice Hearing • I-862 Notice to Appear • I-220A Order of Release on Recognizance • I-122 Notice to Applicant Detained for a Hearing Before an Immigration Judge • I-221S Order to Show Cause Notice of Hearing and Warrant for Arrest

	<ul style="list-style-type: none"> • I-589 (date stamped by the Executive Office for Immigration (EOIR)) Application for Asylum and Withholding of Removal • I-485 (date stamped by EOIR) Application to Register Permanent Residence or to Adjust Status • EIOR-26 (date stamped by the Board of Immigration Appeals (BIA)) Notice of Appeal from a Decision of an Immigration Judge
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E. Refugee

ORR-Eligible Definition: Admitted under Section 207 of the INA.

Acceptable Documentation	Details
I-94 (Arrival/Departure Record)	<ul style="list-style-type: none"> • Admitted under Section 207 • Class RE • Visa 93 (V-93)
I-551 (Permanent Resident Card)	Category RE
I-766 (Employment Authorization Card)	Category with code A03 <u>or</u> A04
I-730 (Refugee/Asylee Relative Petition)	Approval of a Derivative Refugee
I-571 (Refugee Travel Document)	<ul style="list-style-type: none"> • DHS form • United States Refugee Travel Document
Passport/Visa	Stamped with Temporary I-551 <u>and</u> annotation RE

F. SIV Holder (Iraqi and Afghan)

ORR-Eligible Definition: Iraqi and Afghan Special Immigrants per section 1244(g) of Div. A of Pub. L. 110-181, as amended (8 U.S.C. § 1157 note) and section 602(b) (8) of Div. F of Pub. L. 111-8, as amended (8 U.S.C. § 1101 note).

Acceptable Documentation	Details
Iraqi or Afghani Passport with Visa	Visa IV Category SI <u>or</u> SQ including those stamped with temporary I-551
I-94 (Arrival/Departure Record)	Admitted under Section 207 <u>or</u> 101(a)(27)
I-551 (Permanent Resident Card)	Category: GA6, GA7, GA8, SI <u>or</u> SQ

G. Ukrainian and non-Ukrainian Displaced from Ukraine

ORR-Eligible Definition:

- Citizens or nationals of Ukraine who DHS has paroled into the U.S. between February 24, 2022, and September 30, 2023, due to urgent humanitarian reasons or for significant public benefit, known as Ukrainian Humanitarian Parolees (UHPs).

- Non-Ukrainian individuals who last habitually resided in Ukraine, who DHS has paroled into the U.S. between February 24, 2022, and September 30, 2023, due to urgent humanitarian reasons or for significant public benefit.
- A spouse or child¹ of an individual described in section I.A. or I.B. who is paroled into the U.S. after September 30, 2023.
- A parent, legal guardian, or primary caregiver of an unaccompanied refugee minor or an unaccompanied child described in section I.A. or I.B. who is paroled into the U.S. after September 30, 2023.

Acceptable Documentation	Details

H. Unaccompanied Minor

ORR-Eligible Definition: Children under the age of 18, are unaccompanied, and are either a refugee, entrant, asylee, victim of trafficking, minor with Special Immigrant Juvenile Status (SIJS), and/or a U visa holder.

- Unaccompanied Minor with Special Immigrant Juvenile Status (SIJS) under 8 U.S.C. § 1101(a)(27)(J), who was in the custody of the Secretary of Health and Human Services at the time the dependency order was granted for such child or was receiving services pursuant to section 501(a) of the Refugee Education Assistance Act of 1980 (8 U.S.C. § 1522 note) at the time such dependency order was granted.
- Unaccompanied Minor who has been granted U status per section 101(a)(15)(U) of the Immigration and Nationality Act (8 U.S.C. § 1101(a)(15)(U)).

I. Victim of Trafficking

ORR-Eligible Definition: Victims of a severe form of trafficking in persons per the Victims of Trafficking and Violence Protection Act of 2000, Pub. L. No. 106-386, as amended, 22 U.S.C. § 7105(b) (1) (A) and (C).

- Adult (age 18 and older): A Certification Letter issued by ORR is required before an adult victim of human trafficking can receive ORR-eligible services. To receive a Certification Letter, adult victims of human trafficking must:
 - Be a victim of a severe form of trafficking as defined by the Trafficking Victims Protection Act of 2000.
 - Be willing to assist in every reasonable way in the investigation and prosecution of severe forms of trafficking or be unable to cooperate due to physical or psychological trauma.
 - Have made a bona fide application for a T visa that has not been denied.
 - Have received Continued Presence from DHS to contribute to the prosecution of human traffickers.

- Child (under the age of 18): A certification document is not required.

Acceptable Documentation	Details
Letter	<ul style="list-style-type: none"> • Certification Letter • Eligibility Letter • Interim Assistance Letter from ACF Office on Trafficking in Persons
I-551 (Permanent Resident Card)	Category: ST6, ST7, ST8, ST9, ST0, SL6 (SL6 must have accompanying trafficking letter, <u>or</u> a phone call made per instructions below
I-766 (Employment Authorization Card)	Category A16 <u>or</u> C25
T Visa	T-2, T-3, T-4, T-5, <u>or</u> T-6
I-797 (Notice of Action)	Must contain approval of Derivative T Status
Phone Call	Telephone the ORR Trafficking line at 1-866-401-5510 to confirm validity of the letter

2. Standard Terms

1. **Project Changes**

Grantee must obtain prior written approval for project changes from the Grant Administrator.

2. **Delegation**

Grantee may not delegate any of its obligations under the Grant without the prior written approval of the State. Grantee must notify the State at least ninety calendar days before the proposed delegation and provide the State any information it requests to determine whether the delegation is in its best interest. If approved, Grantee must: (a) be the sole point of contact regarding all contractual project matters, including payment and charges for all Grant Activities; (b) make all payments to the subgrantee; and (c) incorporate the terms and conditions contained in this Grant in any subgrant with a subgrantee. Grantee remains responsible for the completion of the Grant Activities, compliance with the terms of this Grant, and the acts and omissions of the subgrantee. The State, in its sole discretion, may require the replacement of any subgrantee.

3. **Project Income**

To the extent that it can be determined that interest was earned on advances of funds, such interest shall be remitted to the Grantor. All other program income shall either be added to the project budget and used to further eligible program objectives or deducted from the total program budget for the purpose of determining the amount of reimbursable costs. The Grant Administrator shall make the final determination.

4. **Share-in-savings**

The Grantor expects to share in any cost savings realized by the Grantee. Therefore, final Grantee reimbursement will be based on actual expenditures. Exceptions to this requirement must be approved in writing by the Grant Administrator.

5. **Order of Spending**

Unless otherwise required, Grantee shall expend funds in the following order: (1) private or local funds, (2) federal funds, and (3) state funds. Grantee is responsible for securing any required matching funds from sources other than the State.

6. **Purchase of Equipment**

The purchase of equipment not specifically listed in the Budget, Attachment B, must have prior written approval of the Grant Administrator. Equipment is defined as non-expendable individual property having a useful life of more than one year. Such equipment shall be retained by the Grantee unless otherwise specified at the time of approval.

7. **Accounting**

The Grantee shall adhere to the Generally Accepted Accounting Principles and shall maintain records which will allow, at a minimum, for the comparison of actual outlays with budgeted amounts. The Grantee's overall fiscal management system must ensure effective control over and accountability for all

funds received. Accounting records must be supported by source documentation including, but not limited to, balance sheets, general ledgers, time sheets and invoices. The expenditure of state funds shall be reported by line item and compared to the Budget.

8. Records Maintenance, Inspection, Examination, and Audit

The State or its designee may audit Grantee to verify compliance with this Grant. Grantee must retain and provide to the State or its designee upon request, all financial and accounting records related to the Grant through the term of the Grant and for 7 years after the latter of termination, expiration, or final payment under this Grant or any extension (“Audit Period”). If an audit, litigation, or other action involving the records is initiated before the end of the Audit Period, Grantee must retain the records until all issues are resolved.

Within ten calendar days of providing notice, the State and its authorized representatives or designees have the right to enter and inspect Grantee's premises or any other places where Grant Activities are being performed, and examine, copy, and audit all records related to this Grant. Grantee must cooperate and provide reasonable assistance. If any financial errors are revealed, the amount in error must be reflected as a credit or debit on subsequent invoices until the amount is paid or refunded. Any remaining balance at the end of the Grant must be paid or refunded within forty-five calendar days.

This Section applies to Grantee, any parent, affiliate, or subsidiary organization of Grantee, and any subgrantee that performs Grant Activities in connection with this Grant.

If the Grantee is a governmental or non-profit organization and expends the minimum level specified in OMB Uniform Guidance (\$750,000 as of December 26, 2013) or more in total federal funds in its fiscal year, then Grantee is required to submit an Audit Report to the Federal Audit Clearinghouse (FAC) as required in 200.36.

9. Competitive Bidding

The Grantee agrees that all procurement transactions involving the use of state funds shall be conducted in a manner that provides maximum open and free competition. When competitive selection is not feasible or practical, the Grantee agrees to obtain the written approval of the Grant Administrator before making a sole source selection. Sole source contracts should be negotiated to the extent that such negotiation is possible.

10. Liability

The State is not liable for any costs incurred by the Grantee before the start date or after the end date of this Agreement. Liability of the State is limited to the terms and conditions of this Agreement and the grant amount.

11. Intellectual Property

Ownership by Grantee: Unless otherwise required by law, all intellectual property developed using funds from this Agreement, including copyright, patent, trademark, and trade secret, shall belong to the Grantee.

12. Safety

The Grantee, and all subgrantees are responsible for ensuring that all precautions are always exercised for the protection of persons and property. Safety provisions of all Applicable Laws and building and construction codes shall be observed. The Grantee, and every subgrantee are responsible for compliance with all federal, state, and local laws and regulations in any manner affecting the work or performance of this Agreement and shall always carefully observe and comply with all rules, ordinances, and regulations. The Grantee, and all subgrantees shall secure all necessary certificates and permits from municipal or other public authorities as may be required in connection with the performance of this Agreement.

13. General Indemnification

Grantee must defend, indemnify and hold the State, its departments, divisions, agencies, offices, commissions, officers, and employees harmless, without limitation, from and against any and all actions, claims, losses, liabilities, damages, costs, attorney fees, and expenses (including those required to establish the right to indemnification), arising out of or relating to: (a) any breach by Grantee (or any of Grantee's employees, agents, subgrantees, or by anyone else for whose acts any of them may be liable) of any of the promises, agreements, representations, warranties, or insurance requirements contained in this Grant; (b) any infringement, misappropriation, or other violation of any intellectual property right or other right of any third party; (c) any bodily injury, death, or damage to real or tangible personal property occurring wholly or in part due to action or inaction by Grantee (or any of Grantee's employees, agents, subgrantees, or by anyone else for whose acts any of them may be liable); and (d) any acts or omissions of Grantee (or any of Grantee's employees, agents, subgrantees, or by anyone else for whose acts any of them may be liable).

The State will notify Grantee in writing if indemnification is sought; however, failure to do so will not relieve Grantee, except to the extent that Grantee is materially prejudiced. Grantee must, to the satisfaction of the State, demonstrate its financial ability to conduct these obligations.

The State is entitled to: (i) regular updates on proceeding status; (ii) participate in the defense of the proceeding; (iii) employ its own counsel; and to (iv) retain control of the defense if the State deems necessary. Grantee will not, without the State's written consent (not to be unreasonably withheld), settle, compromise, or consent to the entry of any judgment in or otherwise seek to terminate any claim, action, or proceeding. To the extent that any State employee, official, or law may be involved or challenged, the State may, at its own expense, control the defense of that portion of the claim.

14. Termination

A. Termination for Cause

The State may terminate this Grant for cause, in whole or in part, if Grantee, as determined by the State: (a) endangers the value, integrity, or security of any location, data, or personnel; (b) becomes insolvent, petitions for bankruptcy court proceedings, or has an involuntary bankruptcy proceeding filed against it by any creditor; (c) engages in any conduct that may expose the State to liability; (d) breaches any of its material duties

or obligations; or (e) fails to cure a breach within the time stated in a notice of breach. Any reference to specific breaches being material breaches within this Grant will not be construed to mean that other breaches are not material.

If the State terminates this Grant under this Section, the State will issue a termination notice specifying whether Grantee must: (a) cease performance immediately, or (b) continue to perform for a specified period. If it is later determined that Grantee was not in breach of the Grant, the termination will be deemed to have been a Termination for Convenience, effective as of the same date, and the rights and obligations of the parties will be limited to those provided in Subsection B, Termination for Convenience.

The State will only pay for amounts due to Grantee for Grant Activities accepted by the State on or before the date of termination, subject to the State's right to set off any amounts owed by the Grantee for the State's reasonable costs in terminating this Grant. The Grantee must pay all reasonable costs incurred by the State in terminating this Grant for cause, including administrative costs, attorneys' fees, court costs, transition costs, and any costs the State incurs to procure the Grant Activities from other sources.

B. Termination for Convenience

The State may immediately terminate this Grant in whole or in part without penalty and for any reason, including but not limited to, appropriation or budget shortfalls. If the State terminates this Grant for convenience, the State will pay all reasonable costs, as determined by the State, for State approved Grant Responsibilities.

15. Conflicts and Ethics

Grantee will uphold high ethical standards and is prohibited from: (a) holding or acquiring an interest that would conflict with this Grant; (b) doing anything that creates an appearance of impropriety with respect to the award or performance of the Grant; (c) attempting to influence or appearing to influence any State employee by the direct or indirect offer of anything of value; or (d) paying or agreeing to pay any person, other than employees and consultants working for Grantee, any consideration contingent upon the award of the Grant. Grantee must immediately notify the State of any violation or potential violation of these standards. This Section applies to Grantee, any parent, affiliate, or subsidiary organization of Grantee, and any subgrantee that performs Grant Activities in connection with this Grant.

16. Non-Discrimination

Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, et seq., and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, et seq., Grantee and its subgrantees agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, or mental or physical disability. Breach of this covenant is a material breach of this Grant.

17. Unfair Labor Practices

Under MCL 423.324, the State may void any Grant with a Grantee or subgrantee who appears on the Unfair Labor Practice register compiled under MCL 423.322.

18. Force Majeure

Neither party will be in breach of this Grant because of any failure arising from any disaster or acts of God that are beyond their control and without their fault or negligence. Each party will use commercially reasonable efforts to resume performance. Grantee will not be relieved of a breach or delay caused by its subgrantees. If immediate performance is necessary to ensure public health and safety, the State may immediately Grant with a third party.

19. Media Releases

News releases (including promotional literature and commercial advertisements) pertaining to the Grant or project to which it relates must not be made without prior written State approval, and then only in accordance with the explicit written instructions of the State.

20. Website Incorporation

The State is not bound by any content on Grantee’s website unless expressly incorporated directly into this Grant.

21. Certification Regarding Debarment

The Grantee certifies, by signature to this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal or State department or agency. If the Grantee is unable to certify to any portion of this statement, the Grantee shall attach an explanation to this Agreement.

22. Illegal Influence

The Grantee certifies, to the best of his or her knowledge and belief that:

- A. No federal appropriated funds have been paid nor will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.

- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this grant, the Grantee shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

- C. The Grantee shall require that the language of this certification be included in the award documents for all grants or subcontracts and that all subrecipients shall certify and disclose accordingly.

The State has relied upon this certification as a material representation. Submission of this certification is a prerequisite for entering into this Agreement imposed by 31 USC § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Grantee certifies, to the best of his or her knowledge and belief that no state funds have been paid nor will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of any State agency, a member of the Legislature, or an employee of a member of the Legislature in connection with the awarding of any state contract, the making of any state grant, the making of any state loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state contract, grant, loan or cooperative agreement.

23. Governing Law

This Grant is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles, and all claims relating to or arising out of this Grant are governed by Michigan law, excluding choice-of-law principles. Any dispute arising from this Grant must be resolved in Michigan Court of Claims. Grantee consents to venue in Ingham County, and waives any objections, such as lack of personal jurisdiction or forum non conveniens. Grantee must appoint agents in Michigan to receive service of process.

24. Compliance with Laws

Grantee must comply with all federal, state, and local laws, rules, and regulations.

25. Disclosure of Litigation, or Other Proceeding

Grantee must notify the State within 14 calendar days of receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively, "Proceeding") involving Grantee, a subgrantee, or an officer or director of Grantee or subgrantee, that arises during the term of the Grant, including: (a) a criminal Proceeding; (b) a parole or probation Proceeding; (c) a Proceeding under the Sarbanes-Oxley Act; (d) a civil Proceeding involving: (1) a claim that might reasonably be expected to adversely affect Grantee's viability or financial stability; or (2) a governmental or public entity's claim or written allegation of fraud; or (e) a Proceeding involving any license that Grantee is required to possess in order to perform under this Grant.

26. Assignment

Grantee may not assign this Grant to any other party without the prior approval of the State. Upon notice to Grantee, the State, in its sole discretion, may assign in whole or in part, its rights or responsibilities under this Grant to any other party. If the State determines that a novation of the Grant to a third party is

necessary, Grantee will agree to the novation, provide all necessary documentation and signatures, and continue to perform, with the third party, its obligations under the Grant.

27. Entire Grant and Modification

This Grant is the entire agreement and replaces all previous agreements between the parties for the Grant Activities. This Grant may not be amended except by signed agreement between the parties.

28. Grantee Relationship

Grantee assumes all rights, obligations and liabilities set forth in this Grant. Grantee, its employees, and agents will not be considered employees of the State. No partnership or joint venture relationship is created by virtue of this Grant. Grantee, and not the State, is responsible for the payment of wages, benefits, and taxes of Grantee’s employees and any subgrantees. Prior performance does not modify Grantee’s status as an independent Grantee.

29. Dispute Resolution

The parties will endeavor to resolve any Grant dispute in accordance with this provision. The dispute will be referred to the parties' respective Grant Administrators or Program Managers. Such referral must include a description of the issues and all supporting documentation. The parties must submit the dispute to a senior executive if unable to resolve the dispute within fifteen business days. The parties will continue performing while a dispute is being resolved unless the dispute precludes performance. A dispute involving payment does not preclude performance.

Litigation to resolve the dispute will not be instituted until after the dispute has been elevated to the parties’ senior executive and either concludes that resolution is unlikely or fails to respond within fifteen business days. The parties are not prohibited from instituting formal proceedings: (a) to avoid the expiration of statute of limitations period; (b) to preserve a superior position with respect to creditors; or (c) where a party decides that a temporary restraining order or other injunctive relief is the only adequate remedy. This Section does not limit the State’s right to terminate the Grant.

30. Severability

If any part of this Grant is held invalid or unenforceable, by any court of competent authority, that part will be deemed deleted from this Grant and the severed part will be replaced by agreed upon language that achieves the same or similar objectives. The remaining Grant will continue in full force and effect.

31. Waiver

Failure to enforce any provision of this Grant will not constitute a waiver.

32. Signatories

The signatories warrant that they are empowered to enter into this Agreement and agree to be bound by it.

Ben Cabanaw, State Refugee Coordinator

Date

Department of Labor and Economic Opportunity
Office of Global Michigan
State of Michigan

Grantee

Date