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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OFFICE OF THE COMMISSIONER

Lori A. Weaver
Interim Commissioner

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-9200 1-800-852-3345 Ext. 9200
Fax: 603-271-4912 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

May 31, 2023

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Office of the Commissioner, to enter into a **Sole Source** amendment to an existing contract with International Institute of New England, Inc. (VC# 177551), of Boston, MA, for the social service programs which lead directly to self-sufficiency for refugees, by exercising a contract renewal option by increasing the price limitation by \$370,394 from \$505,386 to \$875,780 and extending the completion date from September 30, 2023 to September 30, 2024, effective upon Governor and Council approval. 100% Federal Funds.

The original contract was approved by Governor and Council on October 7, 2020, item #7, and most recently amended with Governor and Council approval on May 4, 2022, item #8.

Funds are available in the following accounts for State Fiscal Year 2023, and are anticipated to be available in State Fiscal Years 2024 and 2025, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

International Institute of New England, Inc. (VC# 177551)

05-95-95-950010-72090000, Health & Social Services, Dept of Health and Human Svs, HHS: Commissioner's Office, Office of the Commissioner; Refugee Services

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2022	102-500731	Contracts for Prog Svc	95070022	\$84,390	\$0	\$84,390
2023	102-500731	Contracts for Prog Svc	95070022	\$131,253	\$47,342	\$178,595
2024	102-500731	Contracts for Prog Svc	95070022	\$29,743	\$292,713	\$322,456
2025	102-500731	Contracts for Prog Svc	95070022	\$0	\$30,339	\$30,339
Total				\$245,386	\$370,394	\$615,780

Ascentria Community Services, Inc. (VC# 222201)

**05-95-95-950010-72090000, Health & Social Services, Dept of Health and Human Svcs, HHS:
 Commissioner's Office, Office of the Commissioner; Refugee Services**

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2021	102-500731	Contracts for Prog Svc	95070006	\$78,750	\$0	\$78,750
2022	102-500731	Contracts for Prog Svc	95070006	\$120,723	\$0	\$120,723
2023	102-500731	Contracts for Prog Svc	95070006	\$53,705	\$0	\$53,705
2024	102-500731	Contracts for Prog Svc	95070006	\$6,822	\$0	\$6,822
Sub Total				\$260,000	\$0	\$260,000
Total				\$505,386	\$370,394	\$875,780

EXPLANATION

This request is **Sole Source** because MOP 150 requires all amendments to agreements previously approved as sole source to be identified as sole source. The Contractor has an agreement with the United States Department of State to resettle families and participate in the U.S. Refugee Program and is the only entity positioned to provide comprehensive support services to refugees in the Manchester area. Through this contract, the Contractor will receive pertinent demographic information and develop and implement integration plans for each refugee arriving in the Manchester area.

The purpose of this program is to continue to provide support services that lead directly to self-sufficiency, for refugees who have been in the United States for less than five (5) years. Services are designed to remove barriers to sustain employment and facilitate integration into American society. The Federal Office of Refugee Resettlement made additional funds available to expedite the adjustment and self-sufficiency of Afghan individuals who were evacuated from Afghanistan by the United States. The additional funding will ensure that the Contractor can continue to support Afghan families to achieve the ultimate goal of self-sufficiency, by:

- Working with families to create family self-sufficiency plans which will identify and clarify goals.
- Conducting workplace orientations and referrals.
- Assisting families to enlist in the Refugee Cash Assistance Program, or the Temporary Aid to Needy Families (TANF) Program, as applicable.
- Providing vocational English for Speakers of Other Languages (ESOL) instruction through job readiness training.

Plans include follow up at six months (6) and twelve (12) months. Priority services will continue to be provided to those refugees whom have been residing in the United States for less than twelve months.

Approximately 120 individuals will be served during State Fiscal Years 2023, 2024, and 2025.

The Department will continue to monitor the Contractor's performance through semi-annual progress reports and during in-person meetings to review the employability plans, case notes, and progress reports.

As referenced in Exhibit A, Revisions to Standard Contract Provisions, the parties have the option to extend the agreement for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is exercising its option to renew services for one (1) of the one (1) years available.

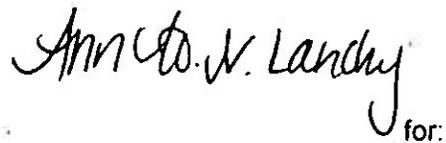
Should the Governor and Executive Council not authorize this request, refugees in the Manchester area may not receive the support and training necessary in order to succeed in their new homes and communities within the United States. Without guidance and assistance, refugees may not be able to successfully enter the work force and assimilate into American society. Failure may result in a decrease in employment opportunities; loss of housing; social isolation; and depression among the newly arrived refugee population.

Area served: Manchester area.

Source of Federal Funds: Assistance Listing Number #93.556, FAIN #2022G99RSF2, Assistance Listing Number #93.556, FAIN #2301NHRSSS.

In the event that the Federal Funds become no longer available, additional General Funds will not be requested to support this program.

Respectfully submitted,



for:

Lori A. Weaver
Interim Commissioner

**State of New Hampshire
Department of Health and Human Services
Amendment # 2**

This Amendment to the New Hampshire Refugee Social Services contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and International Institute of New England, Inc. ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on October 7, 2020 (Item #7), and as amended on May 4, 2022 (Item #8), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract, as amended, and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 17; and Exhibit A, Revisions to Standard Contract Provisions, Subsection 1.1, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the expiration date of the current contract; increase the price limitation to support continued delivery of these services; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
September 30, 2024
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$875,780
3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:
Robert W. Moore, Director.
4. Modify Exhibit B, Scope of Services, Subsection 1.4, by adding Paragraph 1.4.10., to read:
1.4.10. Ensuring access to necessary legal services.
5. Modify Exhibit B, Paragraph 3.2.4, to read:
3.2.4. Ensure Progress Reports are submitted in accordance with the following table and any changes in previously approved work plans or timelines specified in those reports.

<u>Reporting Period</u>	<u>Semi-Annual Report Due Date</u>
09/30/2022 - 03/31/2023	04/15/2023
04/01/2023 - 09/29/2023	10/15/2023
09/30/2023 - 03/31/2024	04/15/2024
04/01/2024 - 09/29/2024	10/15/2024

6. Modify Exhibit C, Payment Terms, Section 3, to read:
 1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line item, as specified in Exhibits C-1, Budget through Exhibit C-12, Budget SFY 2025 (Afghan) - Amendment # 2, which are attached hereto and incorporated by reference herein.

7. Add Exhibit C-10, Budget SFY 2023 (Afghan) – Amendment # 2, which is attached hereto and incorporated by reference herein.
8. Add Exhibit C-11, Budget SFY 2024 (Afghan) – Amendment # 2, which is attached hereto and incorporated by reference herein.
9. Add Exhibit C-12, Budget SFY 2025 (Afghan) – Amendment # 2, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. This Amendment shall be effective upon Governor and Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

5/31/2023

Date

DocuSigned by:
Ann H. Landry
24DAD37E9D8E400...
Name: Ann H. Landry
Title: Associate Commissioner

International Institute of New England, Inc.

5/30/2023

Date

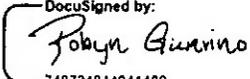
DocuSigned by:
Jeffrey Thielman
FC9847C0F979428...
Name: Jeffrey Thielman
Title: President and CEO

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

6/7/2023

Date

DocuSigned by:

740794014941400
Name: Robyn Guarino
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

**Exhibit C-10, Budget (Afghan) -
 Amendment # 2 (SFY 2023)**

New Hampshire Department of Health and Human Services	
Contractor Name: <i>International Institute of New England, Inc.</i>	
Budget Request for: <i>Refugee Social Services (Afghan)</i>	
Budget Period <i>07/01/2022 - 06/30/2023 (SFY 2023)</i>	
Indirect Cost Rate (if applicable) 20%	
Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	\$27,445
	\$6,312
2. Fringe Benefits	
3. Consultants	\$0
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	\$0
5.(a) Supplies - Educational	\$0
5.(b) Supplies - Lab	\$0
5.(c) Supplies - Pharmacy	\$0
5.(d) Supplies - Medical	\$0
5.(e) Supplies Office	\$875
6. Travel	\$250
7. Occupancy	\$3,856
8. (a) Other - Marketing/ Communications	\$0
8. (b) Other - Education and Training	\$0
8. (c) Other - Other (specify below)	
<i>Other (please specify)</i>	\$0
9. Interpretation	\$750
Total Direct Costs	\$39,488
Total Indirect Costs	\$7,854
TOTAL	\$47,342


 Contractor Initials _____
 Date 5/30/2023

Exhibit C-11, Budget (Afghan) - Amendment # 2 (SFY 2024)

New Hampshire Department of Health and Human Services	
Contractor Name: <i>International Institute of New England, Inc.</i>	
Budget Request for: <i>Refugee Social Services (Afghan)</i>	
Budget Period: <i>07/01/2023 - 06/30/2024 (SFY 2024)</i>	
Indirect Cost Rate (if applicable) 20%	
Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	\$180,708
2. Fringe Benefits	\$41,583
3. Consultants	\$0
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	\$0
5.(a) Supplies - Educational	\$0
5.(b) Supplies - Lab	\$0
5.(c) Supplies - Pharmacy	\$0
5.(d) Supplies - Medical	\$0
5.(e) Supplies Office	\$10,800
6. Travel	\$2,400
7. Occupancy	\$5,654
8. (a) Other - Marketing/ Communications	\$0
8. (b) Other - Education and Training	\$0
8. (c) Other - Other (specify below)	
Other (please specify)	\$0
9. Interpretation	\$3,000
Total Direct Costs	\$244,125
Total Indirect Costs	\$48,588
TOTAL	\$292,713

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Contractor Initials

5/30/2023

Date

**Exhibit C-12, Budget SFY 2025 (Afghan) -
Amendment # 2**

New Hampshire Department of Health and Human Services	
<i>Complete one budget form for each budget period.</i>	
Contractor Name: <i>International Institute of New England, Inc.</i>	
Budget Request for: <i>Refugee Social Services (Afghan)</i>	
Budget Period <i>07/01/2024 - 09/30/2024 (SFY 2025)</i>	
Indirect Cost Rate (if applicable) <i>0%</i>	
Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	\$24,020
	\$5,525
2. Fringe Benefits	
3. Consultants	\$0
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	\$0
5.(a) Supplies - Educational	\$0
5.(b) Supplies - Lab	\$0
5.(c) Supplies - Pharmacy	\$0
5.(d) Supplies - Medical	\$0
5.(e) Supplies Office	\$195
6. Travel	\$600
7. Occupancy	\$0
8. (a) Other - Marketing/ Communications	\$0
8. (b) Other - Education and Training	\$0
8. (c) Other - Other (specify below)	
Other (please specify)	\$0
9. Interpretation	\$0
Total Direct Costs	\$30,339
Total Indirect Costs	\$0
TOTAL	\$30,339

Contractor Initials

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5/30/2023

Date

State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that INTERNATIONAL INSTITUTE OF NEW ENGLAND, INC. is a Massachusetts Nonprofit Corporation registered to transact business in New Hampshire on February 12, 2016. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 739194

Certificate Number: 0005748539



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 4th day of April A.D. 2022.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY

I, William Krause, hereby certify that:

(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Clerk/Secretary/Officer of the International Institute of New England, Inc.
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on December 1, 2015, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That Jeffrey Thielman, President & CEO
(Name and Title of Contract Signatory)

is duly authorized on behalf of The International Institute of New England, Inc. to enter into contracts or agreements with the State

(Name of Corporation/ LLC)

of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority **remains valid for thirty (30) days** from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: 5/20/2023 | 7:41 PM PDT

William Krause

Signature of Elected Officer

Name: William Krause

Title: Board Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/4/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 1780862 HUB International New England 600 Longwater Drive Norwell, MA 02061-9146	CONTACT NAME: Patricia Condon PHONE (A/C, No, Ext): (781) 792-3243 FAX (A/C, No): E-MAIL ADDRESS: patricia.condon@hubinternational.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED International Institute Of New England, Inc. 2 Boylston Street, 3rd floor Boston, MA 02116	INSURER A: Travelers Property Casualty Company of America	NAIC # 25674
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPOP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	6JUB-9975L65-4-22	10/1/2022	10/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER State of NH Department of Health and Human Services 129 Pleasant Street Concord, NH 03301-3857	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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**International
Institute of
New England**

The mission of the International Institute of New England (IINE) is to create opportunities for refugees and immigrants to succeed through resettlement, education, career advancement and pathways to citizenship. IINE serves a unique and hard to reach immigrant population including refugees that speak rarer languages; asylees; adult and child survivors of human trafficking; and unaccompanied children joining undocumented family members. Many are survivors of political violence, repression and persecution. IINE is also unique in offering a holistic service continuum that combines resettlement, trauma-informed case management, education, employment, and legal services, enabling us to individualize support and help families thrive.

BOSTON	2 Boylston Street, 3rd Floor	Boston, MA 02116	617-695-9990	ONLINE	iine.org
LOWELL	101 Jackson St, Suite 2	Lowell, MA 01852	978-459-9031	EMAIL	info@iine.org
MANCHESTER	470 Pine Street, Lower Level	Manchester, NH 03104	603-647-1500		



**International
Institute of
New England**

**FINANCIAL STATEMENTS
SEPTEMBER 30, 2022 AND 2021**

INTERNATIONAL INSTITUTE OF NEW ENGLAND, INC.

Contents
September 30, 2022 and 2021

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50 Washington Street
Westborough, MA 01581
508.366.9100
aafcpa.com

Independent Auditor's Report

To the Board of Directors of
International Institute of New England, Inc.:

Opinion

We have audited the financial statements of International Institute of New England, Inc. (a Massachusetts nonprofit corporation) (the Institute), which comprise the statements of financial position as of September 30, 2022 and 2021, and the related statements of activities and changes in net assets, cash flows, and functional expenses for the years then ended, and the related notes to the financial statements.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of International Institute of New England, Inc. as of September 30, 2022 and 2021, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Institute and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, which raise substantial doubt about the Institute's ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

Auditor's Responsibilities for the Audit of the Financial Statements (Continued)

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Institute's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, which raise substantial doubt about the Institute's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

AAFCPA, Inc.

Boston, Massachusetts
March 8, 2023

INTERNATIONAL INSTITUTE OF NEW ENGLAND, INC.

Statements of Financial Position
September 30, 2022 and 2021

Assets	2022	2021
Current Assets:		
Cash	\$ 5,066,794	\$ 680,095
Short-term investments	-	300,000
Current portion of government contracts and contributions receivable	1,671,722	1,301,245
Accounts receivable	66,682	49,313
Prepaid expenses and other	225,128	77,162
Total current assets	7,030,326	2,407,815
Investments	7,989,204	7,919,112
Contributions Receivable, net	660,111	
Property and Equipment, net	1,540,761	1,738,963
Security Deposits	92,984	92,984
Total assets	<u>\$ 17,313,386</u>	<u>\$ 12,158,874</u>
Liabilities and Net Assets		
Current Liabilities:		
Accounts payable	\$ 201,095	\$ 40,733
Accrued expenses	475,851	268,166
Current portion of lease incentive	110,782	110,782
Conditional advances	2,902,752	55,197
Total current liabilities	3,690,480	474,878
Deferred Rent and Lease Incentive, net of current portion	502,404	632,991
Total liabilities	<u>4,192,884</u>	<u>1,107,869</u>
Net Assets:		
Without donor restrictions:		
Operating	9,902,624	9,203,985
Property and equipment	1,116,107	1,203,525
Total without donor restrictions	11,018,731	10,407,510
With donor restrictions	2,101,771	643,495
Total net assets	<u>13,120,502</u>	<u>11,051,005</u>
Total liabilities and net assets	<u>\$ 17,313,386</u>	<u>\$ 12,158,874</u>

INTERNATIONAL INSTITUTE OF NEW ENGLAND, INC.

Statements of Activities and Changes in Net Assets
For the Years Ended September 30, 2022 and 2021

	2022			2021		
	Without Donor Restrictions	With Donor Restrictions	Total	Without Donor Restrictions	With Donor Restrictions	Total
Revenues:						
Government contracts	\$ 9,807,401	\$ -	\$ 9,807,401	\$ 3,919,032	\$ -	\$ 3,919,032
Grants and contributions	4,968,989	2,292,154	7,261,143	1,924,356	1,503,795	3,428,151
Donated goods and services	731,498	-	731,498	617,041	-	617,041
Program service fees and contracted services	398,961	-	398,961	335,308	-	335,308
Other revenue	6,111	-	6,111	404	-	404
Net assets released from purpose restrictions	833,878	(833,878)	-	1,035,727	(1,035,727)	-
Total revenues	<u>16,746,838</u>	<u>1,458,276</u>	<u>18,205,114</u>	<u>7,831,868</u>	<u>468,068</u>	<u>8,299,936</u>
Expenses:						
Program services	10,994,016	-	10,994,016	5,276,292	-	5,276,292
General and administrative	2,165,323	-	2,165,323	1,704,520	-	1,704,520
Fundraising	1,769,692	-	1,769,692	794,600	-	794,600
Total expenses	<u>14,929,031</u>	<u>-</u>	<u>14,929,031</u>	<u>7,775,412</u>	<u>-</u>	<u>7,775,412</u>
Changes in net assets from operations	<u>1,817,807</u>	<u>1,458,276</u>	<u>3,276,083</u>	<u>56,456</u>	<u>468,068</u>	<u>524,524</u>
Non-Operating Revenue (Expense):						
Capital grants and government contracts	-	-	-	-	135,000	135,000
Net assets released from capital restrictions	-	-	-	285,000	(285,000)	-
Investment return	(1,206,586)	-	(1,206,586)	1,155,418	-	1,155,418
Total non-operating revenue (expense)	<u>(1,206,586)</u>	<u>-</u>	<u>(1,206,586)</u>	<u>1,440,418</u>	<u>(150,000)</u>	<u>1,290,418</u>
Changes in net assets	611,221	1,458,276	2,069,497	1,496,874	318,068	1,814,942
Net Assets:						
Beginning of year	<u>10,407,510</u>	<u>643,495</u>	<u>11,051,005</u>	<u>8,910,636</u>	<u>325,427</u>	<u>9,236,063</u>
End of year	<u>\$ 11,018,731</u>	<u>\$ 2,101,771</u>	<u>\$ 13,120,502</u>	<u>\$ 10,407,510</u>	<u>\$ 643,495</u>	<u>\$ 11,051,005</u>

The accompanying notes are an integral part of these statements.

INTERNATIONAL INSTITUTE OF NEW ENGLAND, INC.

Statements of Cash Flows

For the Years Ended September 30, 2022 and 2021

	<u>2022</u>	<u>2021</u>
Cash Flows from Operating Activities:		
Changes in net assets	\$ 2,069,497	\$ 1,814,942
Adjustments to reconcile changes in net assets to net cash provided by (used in) operating activities:		
Capital grants and government contracts		(135,000)
Investment return	1,206,586	(1,155,418)
Depreciation	430,664	326,275
Amortization of deferred rent and lease incentive	(110,782)	(110,784)
Donated stock	(2,765)	(173,945)
Bad debt	93,351	
Discount on contributions receivable	49,889	
Changes in operating assets and liabilities:		
Government contracts and contributions receivable	(1,173,828)	(713,566)
Accounts receivable	(17,369)	4,788
Prepaid expenses and other	(147,966)	(57,968)
Security deposits	-	6,000
Accounts payable	138,675	(18,770)
Accrued expenses	207,685	(79,700)
Conditional advances	2,847,555	(2,727)
Deferred rent	(19,805)	(7,553)
Net cash provided by (used) in operating activities	<u>5,571,387</u>	<u>(303,426)</u>
Cash Flows from Investing Activities:		
Proceeds from sale/transfer of investments	440,000	282,780
Acquisition of property and equipment	(210,775)	(476,702)
Investment purchases	(1,413,913)	-
Net cash used in investing activities	<u>(1,184,688)</u>	<u>(193,922)</u>
Cash Flows from Financing Activities:		
Capital grants and government contracts	-	270,832
Net Change in Cash	4,386,699	(226,516)
Cash:		
Beginning of year	<u>680,095</u>	<u>906,611</u>
End of year	<u>\$ 5,066,794</u>	<u>\$ 680,095</u>
Supplemental Disclosure of Non-Cash Transactions:		
Unrealized gain (loss) on investments	<u>\$ (1,394,382)</u>	<u>\$ 914,311</u>
Property and equipment financed by accounts payable	<u>\$ 21,687</u>	<u>\$ -</u>

The accompanying notes are an integral part of these statements.

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INTERNATIONAL INSTITUTE OF NEW ENGLAND, INC.

Statement of Functional Expenses
 For the Year Ended September 30, 2022
 (With Summarized Comparative Totals for the Year Ended September 30, 2021)

	2022			2021	
	Program Services	General and Administrative	Fundraising	Total	Total
Personnel and Related:					
Salaries	\$ 4,489,338	\$ 895,615	\$ 959,486	\$ 6,344,439	\$ 3,768,779
Payroll taxes and fringe benefits	722,749	181,369	197,438	1,101,556	733,960
Donated services	416,417	2,383	53,765	472,565	570,121
Purchased and contracted services	405,001	20,150	5,936	431,087	369,081
Staff training	9,519	14,117	4,938	28,574	2,903
Total personnel and related	6,043,024	1,113,634	1,221,563	8,378,221	5,444,844
Occupancy:					
Rent and utilities	498,545	65,127	62,228	625,900	589,908
Depreciation	191,661	137,088	-	328,749	215,715
Total occupancy	690,206	202,215	62,228	954,649	805,623
Other:					
Client assistance	3,612,976	-	-	3,612,976	617,377
Professional fees	175,264	371,672	200,823	747,759	334,160
Donated goods	258,933	-	-	258,933	46,920
Supplies and materials	57,797	133,531	8,786	200,114	92,978
Dues and subscriptions	29,220	83,723	68,487	181,430	44,738
Special events	-	-	175,352	175,352	109,356
Depreciation	59,416	42,499	-	101,915	110,560
Bad debt	-	93,351	-	93,351	-
Travel, meetings and conferences	41,992	40,029	6,717	88,738	30,830
Insurance	1,583	53,911	-	55,494	49,194
Storage	10,643	14,643	-	25,286	12,854
Printing	2,646	703	18,030	21,379	17,347
Postage	8,544	3,085	6,484	18,113	13,204
Miscellaneous	1,352	12,327	443	14,122	43,734
Advertising	420	-	779	1,199	1,693
Total other	4,260,786	849,474	485,901	5,596,161	1,524,945
Total expenses	\$ 10,994,016	\$ 2,165,323	\$ 1,769,692	\$ 14,929,031	\$ 7,775,412

INTERNATIONAL INSTITUTE OF NEW ENGLAND, INC.Statement of Functional Expenses
For the Year Ended September 30, 2021

	<u>Program Services</u>	<u>General and Adminis- trative</u>	<u>Fundraising</u>	<u>Total</u>
Personnel and Related:				
Salaries	\$ 2,537,585	\$ 808,301	\$ 422,893	\$ 3,768,779
Payroll taxes and fringe benefits	491,277	158,926	83,757	733,960
Donated services	570,121	-	-	570,121
Purchased and contracted services	90,020	212,677	66,384	369,081
Staff training	292	1,623	988	2,903
	<u>3,689,295</u>	<u>1,181,527</u>	<u>574,022</u>	<u>5,444,844</u>
Occupancy:				
Rent and utilities	493,375	51,318	45,215	589,908
Depreciation	161,786	36,672	17,257	215,715
	<u>655,161</u>	<u>87,990</u>	<u>62,472</u>	<u>805,623</u>
Other:				
Client assistance	617,377	-	-	617,377
Professional fees	21,032	311,622	1,506	334,160
Donated goods	46,920	-	-	46,920
Supplies and materials	82,800	7,953	2,225	92,978
Dues and subscriptions	18,993	10,153	15,592	44,738
Special events	-	-	109,356	109,356
Depreciation	82,920	18,795	8,845	110,560
Travel, meetings and conferences	16,980	12,420	1,430	30,830
Insurance	854	48,340	-	49,194
Storage	12,265	589	-	12,854
Printing	14,105	-	3,242	17,347
Postage	10,191	1,299	1,714	13,204
Miscellaneous	6,834	23,728	13,172	43,734
Advertising	565	104	1,024	1,693
	<u>931,836</u>	<u>435,003</u>	<u>158,106</u>	<u>1,524,945</u>
Total expenses	<u>\$ 5,276,292</u>	<u>\$ 1,704,520</u>	<u>\$ 794,600</u>	<u>\$ 7,775,412</u>

INTERNATIONAL INSTITUTE OF NEW ENGLAND, INC.

Notes to Financial Statements
September 30, 2022 and 2021

1. OPERATIONS AND NONPROFIT STATUS

International Institute of New England, Inc. (the Institute) is a nonprofit organization that provides assistance to the immigrant and refugee populations of Massachusetts and New Hampshire. In fiscal years 2022 and 2021, there were approximately 4,200 and 3,000 unduplicated people, from approximately 68 and 112 countries that benefited from the Institute's services, gaining the knowledge and skills necessary for their integration into American life. The Institute's services include English and literacy classes, citizenship education, job training and placement, legal aid and counseling services, and case management.

The Institute is exempt from Federal income taxes as an organization (not a private foundation) formed for charitable purposes under Section 501(c)(3) of the Internal Revenue Code (IRC). The Institute is also exempt from state income taxes. Contributions made to the Institute are deductible by donors within the requirements of the IRC.

2. SIGNIFICANT ACCOUNTING POLICIES

The Institute prepares its financial statements in accordance with generally accepted accounting standards and principles (U.S. GAAP) established by the Financial Accounting Standards Board (FASB). References to U.S. GAAP in these notes are to the FASB Accounting Standards Codification (ASC).

Recently Adopted Accounting Pronouncement

In September 2020, the FASB issued Accounting Standards Update (ASU) 2020-07, *Not-for-Profit Entities (Topic 958): Presentation and Disclosures by Not-for-Profit Entities for Contributed Nonfinancial Assets*. ASU 2020-07 is intended to increase the transparency of contributed nonfinancial assets (in-kind goods and services) for not-for-profit entities through enhancements to presentation and disclosure. The amendments in this ASU do not change the recognition and measurement requirements of in-kind goods and services.

In fiscal year 2022, the Institute adopted ASU 2020-07. The adoption of this ASU did not impact the Institute's net asset classes, results of operations, or cash flows for the years ended September 30, 2022 and 2021. This ASU has been applied retrospectively to all periods presented.

Statements of Activities and Changes in Net Assets

Transactions deemed by management to be ongoing, major, or central to the provision of program services are reported as revenues and expenses in the accompanying statements of activities and changes in net assets. Non-operating revenue (expense) includes investment and property and equipment related activity.

Estimates

The preparation of financial statements in accordance with U.S. GAAP requires management to make estimates and assumptions that affect the reported amount of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Cash

For the purpose of the statements of cash flows, management considers all highly liquid investments with an initial maturity of three months or less to be cash, except those funds that are included in the Institute's investments (see Note 4).

INTERNATIONAL INSTITUTE OF NEW ENGLAND, INC.

Notes to Financial Statements
September 30, 2022 and 2021

2. SIGNIFICANT ACCOUNTING POLICIES (Continued)**Property and Equipment and Depreciation**

Property and equipment are recorded at cost when purchased or at fair value at the date of donation. Property and equipment having a value of \$5,000 or more are capitalized and are depreciated using the straight-line method over the following estimated useful lives:

Leasehold improvements	Lesser of life of lease or 10 years
Furniture and equipment	3 - 10 years

Allowance for Doubtful Accounts

The allowance for doubtful accounts is recorded based on management's analysis of specific accounts and their estimate of amounts that may be uncollectible, if any. It is the Institute's policy to charge-off uncollectible government contracts and contributions receivable when management determines the receivable will not be collected. No allowance for doubtful accounts was deemed necessary as of September 30, 2022 or 2021.

Fair Value Measurements

The Institute follows the accounting and disclosure standards pertaining to ASC Topic, *Fair Value Measurements*, for qualifying assets and liabilities. Fair value is defined as the price that the Institute would receive upon selling an asset or pay to settle a liability in an orderly transaction between market participants.

The Institute uses a framework for measuring fair value that includes a hierarchy that categorizes and prioritizes the sources used to measure and disclose fair value. This hierarchy is broken down into three levels based on inputs that market participants would use in valuing the financial instruments based on market data obtained from sources independent of the Institute. Inputs refer broadly to the assumptions that market participants would use in pricing the financial instrument, including assumptions about risk. Inputs may be observable or unobservable. Observable inputs are inputs that reflect the assumptions market participants would use in pricing the financial instrument developed based on market data obtained from sources independent of the reporting entity. Unobservable inputs are inputs that reflect the reporting entity's own assumptions about the assumptions market participants would use in pricing the asset developed based on the best information available.

The three-tier hierarchy of inputs is as follows:

- Level 1 - Inputs that reflect unadjusted quoted prices in active markets for identical assets at the measurement date.
- Level 2 - Inputs other than quoted prices that are observable for the asset either directly or indirectly, including inputs in markets that are not considered to be active.
- Level 3 - Inputs that are unobservable, and which require significant judgment or estimation.

An asset or liability's level within the framework is based upon the lowest level of any input that is significant to the fair value measurement.

INTERNATIONAL INSTITUTE OF NEW ENGLAND, INC.

Notes to Financial Statements
September 30, 2022 and 2021

2. SIGNIFICANT ACCOUNTING POLICIES (Continued)

Fair Value Measurements (Continued)

Investments

Investments are recorded in the financial statements at fair value. If an investment is directly held by the Institute and an active market with quoted prices exists, the market price of an identical security is used to report fair value. Reported fair values of shares in mutual funds are based on share prices reported by the funds as of the last business day of the fiscal year. The Institute's interest in a limited liability partnership is reported at the net asset value (NAV) reported by fund managers, which is used as a practical expedient to estimate fair value, unless it is probable that all or a portion of the investment will be sold for an amount different from NAV. As of September 30, 2022, and 2021, the Institute had no plans to sell this investment.

The Institute also received \$2,765 and \$173,945 of donated stock during the years ended September 30, 2022 and 2021, respectively. Donated stock is recorded at the fair value at the time of donation and maintained as part of the investment portfolio (see Note 4).

Revenue Recognition

Government Contracts, Grants and Contributions

In accordance with ASC Subtopic 958-605, *Revenue Recognition*, the Institute must determine whether a contribution (or a promise) is conditional or unconditional for transactions deemed to be a contribution. A contribution is considered to be a conditional contribution if an agreement includes a barrier that must be overcome and either a right of return of assets or a right of release of a promise to transfer assets exists (see Note 8). Indicators of a barrier include a measurable performance-related barrier or other measurable barriers, a stipulation that limits discretion by the recipient on the conduct of an activity, and stipulations that are related to the purpose of the agreement. Topic 958 prescribes that the Institute should not consider probability of compliance with the barrier when determining if such awards are conditional and should be reported as conditional grant advance liabilities until such conditions are met. Assets received before the barrier is overcome are recorded as conditional advances.

The Institute's primary sources of revenue are derived from cost-reimbursable and unit-rate Federal and state contracts and grants, which are conditioned upon certain performance requirements and/or the incurrence of allowable qualifying expenses. These contracts are considered nonreciprocal transactions because the general public receives the benefit as the result of the assets transferred. Amounts are recognized as revenue when the Institute has incurred expenditures in compliance with specific contract or grant provisions.

Grants and contributions and United Way allocations are recorded as revenue and net assets without donor restrictions when unconditionally committed. Grants and contributions with donor restrictions are recorded as revenues and net assets with donor restrictions when unconditionally received or pledged. Net assets with donor restrictions are reclassified to net assets without donor restrictions and reported in statements of activities and changes in net assets as net assets released from restrictions as costs are incurred, time or program restrictions have lapsed, or capital improvements have been placed into service.

Special events revenue, included in grants and contributions in the accompanying statements of activities and changes in net assets, is from the Institute's ability to host fundraising events. Special event income consists of both contributions and sales. The contribution portion of the special event income is recognized as revenue when unconditionally committed or received in accordance with Topic 958. Special events are considered donor restricted if the proceeds of the event are restricted for specific purposes or time periods at the time of the event.

INTERNATIONAL INSTITUTE OF NEW ENGLAND, INC.

Notes to Financial Statements
September 30, 2022 and 2021

2. SIGNIFICANT ACCOUNTING POLICIES (Continued)

Revenue Recognition (Continued)

Government Contracts, Grants and Contributions (Continued)

The sales portion of the special event income is recognized in accordance with *Revenue from Contracts with Customers* (Topic 606) and is derived from various components, including ticket sales from fundraising events held in which the transaction price is determined annually. Registration fees for these events are set by the Institute and have not been allocated as the events are each considered to be separate performance obligations. The fee portion for these events is immaterial and has not been recognized separately from the contribution portion.

Revenue from Contracts with Customers - Topic 606

The Institute generally measures revenue from exchange transactions based on the amount of consideration the Institute expects to be entitled for the transfer of goods or services to a customer; then recognizes this revenue when or as the Institute satisfies its performance obligations under a contract. The Institute evaluates its revenue recognition based on the five-step model under Topic 606: (1) Identify the contract with the customer; (2) Identify the performance obligations in the contract; (3) Determine the transaction price; (4) Allocate the transaction price to separate performance obligations; and (5) Recognize revenue when (or as) each performance obligation is satisfied.

The Institute recognized program service fees for legal and translation services provided for clients, in which the clients either pay for the services themselves or are sponsored by corporations, depending on the service provided. Program service fees generally consist of a single performance obligation to provide services, and agreements with clients do not contain variable consideration. Accordingly, program service fees are recognized at a point in time, which is also when the performance obligation is satisfied. The transaction price is a fixed fee based upon the service provided, which is established by management based on hourly rates and expected number of hours to complete the service.

Contracted services revenue consists of various training and education service programs provided to immigrants and refugees that span over several months based on the nature of the program or course. There is a single performance obligation for all programs, which consists of the completion of the training and education program or course and related events. Revenue is recognized ratably over the period of the program or course, and the transaction price is based on fixed quoted prices. The contract amount may vary based upon the number of participants in the program and the rate per participant. Generally, a fixed-fee contract is signed by either an individual participant in the program or an organization sponsoring the individuals. The transaction price is determined based upon hourly rates established by management and the number of hours estimated to complete a contract.

Other

Investment return consists of interest, dividends, and realized and unrealized gains and losses. Interest income is recorded as earned and dividend income is recorded on the ex-dividend date. Realized gains and losses on investment transactions are recorded based on the average cost method. Unrealized gains and losses are recorded based on changes in fair value. All other revenue is recognized as earned.

INTERNATIONAL INSTITUTE OF NEW ENGLAND, INC.Notes to Financial Statements
September 30, 2022 and 2021**2. SIGNIFICANT ACCOUNTING POLICIES (Continued)****Expense Allocations**

Program expenses include direct expenses, as well as indirect expenses, which are allocated based upon management's estimate of the percentage attributable to each program. Expenses related directly to a program or supporting function are charged to that function, while all other expenses are allocated based upon management's estimate of the percentage attributable to each function.

Certain categories of expenses are attributable to more than one program or supporting function and are allocated on a reasonable basis that is consistently applied. The expenses that are allocated are salaries, payroll taxes and fringe benefits, which are allocated on the basis of estimates of time and effort; occupancy and depreciation, which are allocated on a square footage basis; and indirect other operating expenses, which are allocated based on management's estimate of usage.

Advertising Costs

Costs incurred for producing and communicating advertising are expensed when incurred and are reflected as advertising in the accompanying statements of functional expenses.

Donated Goods and Services

In-kind contributions are reflected as contributions at their fair value of the services and goods received, at date of donation, and are reported as unrestricted support unless explicit donor stipulations specify how the donated assets must be used. The Institute is the recipient of donated services and goods. All donated goods and services were unrestricted in fiscal year 2022 and 2021. These amounts have been reported as both donated services and goods in the accompanying statements of activities and changes in net assets and statements of functional expenses. The Institute recognizes the fair value of contributed services received if such services a) create or enhance nonfinancial assets or b) require specialized skills that are provided by individuals possessing those skills and would typically need to be purchased if not contributed. Donated services are valued at the standard hourly rates charged for those services. Donated goods are valued at the wholesale prices that would be received for selling similar products. Donated services and goods consisted of the following for the years ended September 30:

	<u>2022</u>	<u>2021</u>
Donated services	\$ 472,565	\$ 570,121
Donated goods	<u>258,933</u>	<u>46,920</u>
	<u>\$ 731,498</u>	<u>\$ 617,041</u>

The Institute also receives a substantial amount of donated administrative services. Many individuals volunteer their time and perform a variety of tasks that help the Institute accomplish its goals. These services do not meet the criteria for recognition as contributed services under U.S. GAAP and, accordingly, are not included in the accompanying financial statements.

INTERNATIONAL INSTITUTE OF NEW ENGLAND, INC.

Notes to Financial Statements
September 30, 2022 and 2021

2. SIGNIFICANT ACCOUNTING POLICIES (Continued)

Subsequent Events

Subsequent events have been evaluated through March 8, 2023, which is the date the financial statements were available to be issued. There were no events that met the criteria for recognition or disclosure in the financial statements.

Income Taxes

The Institute accounts for uncertainty in income taxes in accordance with ASC Topic, *Income Taxes*. This standard clarifies the accounting for uncertainty in tax positions and prescribes a recognition threshold and measurement attribute for the financial statements regarding a tax position taken or expected to be taken in a tax return. The Institute has determined that there are no uncertain tax positions which qualify for either recognition or disclosure in the financial statements at September 30, 2022 or 2021. The Institute's information returns are subject to examination by the Federal and state jurisdictions.

Net Assets

Net Assets Without Donor Restrictions:

Net assets without donor restrictions are those net resources that bear no external restrictions and are generally available for use by the Institute. The Institute has grouped its net assets without donor restrictions into the following categories:

Operating - represents funds available to carry on the operations of the Institute.

Property and equipment - reflect and account for the activities relating to the Institute's property and equipment, net of related liabilities.

Net Assets with Donor Restrictions:

The Institute receives contributions and grants that are designated by donors for specific purposes or time periods. These contributions are recorded as net assets with donor restrictions until they are either expended for their designated purposes or as the time restrictions lapse.

Net assets with donor restrictions consist of the following at September 30:

	<u>2022</u>	<u>2021</u>
Purpose restricted	\$ 1,271,660	\$ 643,495
Time restricted	<u>830,111</u>	<u>-</u>
	<u>\$ 2,101,771</u>	<u>\$ 643,495</u>

3. RETIREMENT PLAN

The Institute has a defined contribution retirement plan covering all eligible employees over the age of twenty-one who have completed a minimum of 1,000 hours of service within one of their first two years of employment. Employee contributions are vested immediately into the plan upon eligibility. The Institute made \$95,213 and \$60,839 of matching contributions to the plan during the years ended September 30, 2022 and 2021, respectively, which are included in payroll taxes and fringe benefits in the accompanying statements of functional expenses.

INTERNATIONAL INSTITUTE OF NEW ENGLAND, INC.Notes to Financial Statements
September 30, 2022 and 2021**4. INVESTMENTS**

Investments, which are stated at fair value in the accompanying statements of financial position, are as follows:

<u>2022</u>	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
Money market funds	\$ 1,245,785	\$ -	\$ -	\$ 1,245,785
Mutual funds:				
Equities	4,634,759	-	-	4,634,759
Fixed income	690,562	-	-	690,562
Common stock	<u>1,534</u>	<u>-</u>	<u>-</u>	<u>1,534</u>
	<u>\$ 6,572,640</u>	<u>\$ -</u>	<u>\$ -</u>	6,572,640
Limited liability partnership (see below)				<u>1,416,564</u>
Total investments				<u>\$ 7,989,204</u>
<u>2021</u>	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
Money market funds	\$ 703,642	\$ -	\$ -	\$ 703,642
Mutual funds:				
Equities	5,273,083	-	-	5,273,083
Fixed income	<u>808,309</u>	<u>-</u>	<u>-</u>	<u>808,309</u>
	<u>\$ 6,785,034</u>	<u>\$ -</u>	<u>\$ -</u>	6,785,034
Limited liability partnership (see below)				<u>1,434,078</u>
Total investments				<u>\$ 8,219,112</u>

In accordance with ASU No. 2015-07, the Institute's investment in a limited liability partnership is valued at fair value using the NAV per share (or its equivalent) practical expedient and has not been classified in the fair value hierarchy. The fair value amounts presented in the table above are intended to permit reconciliation of the fair value hierarchy to the amounts presented in the statements of financial position.

Investments are reported in the accompanying statements of financial position as current or long-term assets based on management's intent with respect to the use of the investments. At September 30, 2022, there were no investments reported as short-term investments. At September 30, 2021, \$300,000 was reported as short-term investments as management intended to use those funds during fiscal year 2022.

The investments are not insured and are subject to market fluctuation.

5. CONCENTRATIONS

The Institute maintains its cash balances in one Massachusetts bank. The Federal Deposit Insurance Corporation (FDIC) insures balances at each bank up to certain amounts. At certain times during the year, cash balances exceeded the insured amounts. The Institute has supplemental coverage at one bank, which insures the portion of deposits in excess of the FDIC's limit. The Institute has not experienced any losses in such accounts. Management believes the Institute is not exposed to any significant credit risk on its operating cash balance.

INTERNATIONAL INSTITUTE OF NEW ENGLAND, INC.Notes to Financial Statements
September 30, 2022 and 2021**5. CONCENTRATIONS (Continued)**

Funding agencies and donors exceeding 10% of the Institute's operating revenue and support (excluding donated goods and services) or government contracts, contributions and accounts receivables as of and for the years ended September 30, 2022 and 2021, are as follows:

<u>Funder</u>	<u>Operating Revenue and Support %</u>		<u>Government Contracts, Contributions and Accounts Receivables %</u>	
	<u>2022</u>	<u>2021</u>	<u>2022</u>	<u>2021</u>
Commonwealth of Massachusetts	38%	23%	20%	32%
U.S. Committee for Refugees and Immigrants	28%	21%	26%	13%
State of New Hampshire	- %	- %	- %	13%

6. FUNDING

The Institute receives a significant portion of its funding from government agencies. These contracts are subject to audit by these government agencies. In the opinion of management, the results of such audits, if any, will not have a material effect on the financial position of the Institute as of September 30, 2022 and 2021, or on the changes in its net assets for the years then ended.

7. LEASE AGREEMENTS

The Institute leases its main office space in Boston, Massachusetts under an agreement that runs through July 2026. Monthly lease payments for fiscal years 2022 and 2021 were approximately \$44,000 and \$43,000, respectively, and increase throughout the term of the lease. The Institute records rent on a straight-line basis over the term of the lease. The difference between the monthly lease payments and the related rent expense for a given fiscal year is recorded as deferred rent. The straight-line rent expense combines the escalation amounts and an initial three-month rent-free period. At September 30, 2022 and 2021, deferred rent was \$188,532 and \$208,335, respectively, and is included in deferred rent and lease incentive in the accompanying statements of financial position.

The lease agreement also includes a tenant improvement allowance of \$1,107,822 in the form of a reimbursement for construction and related costs incurred by the Institute for leasehold improvements. This improvement allowance is reported as a liability and is being amortized over the lease term. The improvement allowance is included in deferred rent and lease incentives in the accompanying statements of financial position. Amortization of the lease incentive was \$110,782 during each of the years ended September 30, 2022 and 2021, and is netted with rent and utilities in the accompanying statements of functional expenses.

The Institute leases other program and administrative space under various operating lease agreements. Monthly lease payments under these agreements range from \$4,098 to \$6,804. These leases expire at various dates through June 2031. The leases require the Institute to maintain certain insurance coverage and pay for its proportionate share of real estate taxes and operating expenses.

Facility rent expense under all leases was approximately \$572,000 and \$521,000 for the years ended September 30, 2022 and 2021, respectively, which is included in rent and utilities in the accompanying statements of functional expenses.

The Institute also has a copier lease with monthly payments of \$1,041 through June 2025.

INTERNATIONAL INSTITUTE OF NEW ENGLAND, INC.Notes to Financial Statements
September 30, 2022 and 2021**7. LEASE AGREEMENTS (Continued)**

Future minimum lease payments under the lease agreements are as follows:

2023	\$ 768,815
2024	785,990
2025	756,869
2026	622,109
2027	146,307
Thereafter	<u>374,117</u>
Total	<u>\$ 3,454,207</u>

8. CONDITIONAL GOVERNMENT CONTRACTS AND GRANTS

During fiscal years 2022 and 2021, the Institute received grants and contributions (including government contracts) that contained donor-imposed conditions that represent a barrier that must be overcome, as well as a right of return of assets or release from obligations. The Institute recognizes these grants and contributions, including government contracts, when donor-imposed conditions are substantially met.

Conditional promises to give at September 30, 2022 and 2021, consist of:

	<u>2022</u>	<u>2021</u>
Incurring qualifying expenses	\$ 3,887,800	\$ 773,802
Subject to measurable performance barriers	<u>2,907,015</u>	<u>222,907</u>
Total conditional promises to give	<u>\$ 6,794,815</u>	<u>\$ 996,709</u>

9. LIQUIDITY AND AVAILABILITY OF FINANCIAL ASSETS

The Institute's financial assets available within one year from the statements of financial position date for general operating expenses are as follows at September 30:

	<u>2022</u>	<u>2021</u>
Cash	\$ 5,066,794	\$ 680,095
Short-term investments	-	300,000
Current portion of government contracts and contributions receivable	1,671,722	1,301,245
Accounts receivable	<u>66,682</u>	<u>49,313</u>
	6,805,198	2,330,653
Less - donor restricted cash and contributions receivable	<u>1,241,660</u>	<u>643,495</u>
Total financial assets and liquidity resources available within one year	<u>\$ 5,563,538</u>	<u>\$ 1,687,158</u>

The Institute is substantially supported by grants and contributions without donor restrictions and government contracts. As part of the Institute's liquidity management, the Institute has a policy to structure its financial assets to be available as its general expenditures, liabilities and other obligations come due.

INTERNATIONAL INSTITUTE OF NEW ENGLAND, INC.Notes to Financial Statements
September 30, 2022 and 2021**10. PROPERTY AND EQUIPMENT AND DEPRECIATION**

Property and equipment consist of the following as of September 30:

	<u>2022</u>	<u>2021</u>
Leasehold improvements	\$ 2,586,602	\$ 2,354,140
Furniture and equipment	<u>642,631</u>	<u>680,966</u>
	3,229,233	3,035,106
Less - accumulated depreciation	<u>1,688,472</u>	<u>1,296,143</u>
Net property and equipment	<u>\$ 1,540,761</u>	<u>\$ 1,738,963</u>

Depreciation expense was \$430,664 and \$326,275 for the years ended September 30, 2022 and 2021, respectively.

11. GOVERNMENT CONTRACTS AND CONTRIBUTIONS RECEIVABLE

Government grants and contributions receivable are expected to be collected as follows at September 30:

	<u>2022</u>	<u>2021</u>
Due in one year	\$ 1,671,722	\$ 1,301,245
Due in two years	<u>710,000</u>	<u>-</u>
	2,381,722	1,301,245
Less - discount	49,889	-
Less - current portion	<u>1,671,722</u>	<u>1,301,245</u>
	<u>\$ 660,111</u>	<u>\$ -</u>

The discount recorded on amounts to be collected in future years was calculated using a rate of 3.71%.

12. RECLASSIFICATION

Certain amounts in the fiscal year 2021 financial statements have been reclassified to conform with the fiscal year 2022 presentation.

International Institute of New England

Board of Directors and Affiliations

Name, Board Position	Affiliation
Avak Kahvejian, Ph.D., Chair	Partner, Flagship Pioneering
Christina Bai	President and Chair of the Board, MeBo Global Education, Inc.
Sam Épée-Bounya	Fixed Income Credit Analyst, Wellington Management
Tuan Ha-Ngoc	President and CEO, AVEO Pharmaceuticals (Retired)
Belinda Juran	Partner, WilmerHale (Retired)
William Krause, Secretary	Portfolio Manager and Vice President, Northern Trust
Shari Loessberg	Senior Lecturer, MIT Sloan School of Management
Bopha Malone	Vice President, Enterprise Bank
Libby May	Senior Vice President, External Affairs and Communications, Southern New Hampshire University
Theo Melas-Kyriazi	CFO, Levitronix LLC
Dr. Frederick Millham	Chief of Surgery, South Shore Hospital
Deborah Shufrin, Assistant Secretary/Clerk	Chief Investment Officer, Colby College
Nia Tatsis	Chief Regulatory Officer, Vertex Pharmaceuticals
Fereshtah Thornberg	Senior Vice President and Client Executive, Global Clients Division, State Street
Jeffrey Thielman, President and CEO	President and CEO, International Institute of New England
Céline Mukasine, Treasurer	Chief Financial Officer, International Institute of New England

Farhad Noori

WORK EXPERIENCE

INTERNATIONAL INSTITUTE OF NEW ENGLAND, MANCHESTER, NH

02.14.2022

Employment Case Specialist.

Secured employment and transportation for clients.

BLUE OCEAN TRAVEL AND TOURS, KABUL, AFGHANISTAN

2013-2017

Customer service representative,

Assisting customers with tickets and travel arrangements, coordinating office management and finances.

JAMES NASSEH CONSTRUCTION COMPANY, KABUL, AFGHANISTAN

2011- 2013

Responsible for armored vehicle.

Customer service, scheduling, and operations, including delivery, parts purchase, and service for DSCI.Inc at Camp Phoenix. Managed service workshop team. Communications as interpreter for US Army.

APEX GLOBAL SERVICES, KABUL, AFGHANISTAN

2010-2011

Supervisor and purchasing officer.

Fabricating modular housing for international security assistance forces. Customer service, operations, project management, cartography, procurement, office management, logistics and safety officer.

NEWI SAHAR IT & MANAGEMENT INSTITUTE, KABUL, AFGHANISTAN

2009-2010

Head of English department.

Designed training modules, prepared course materials and other documents to meet the needs of learners and coordinated course delivery.

RANA IT INSTITUTE, KABUL, AFGHANISTAN

2005 - 2008

Instructor in English.

FARHAD NOORI
SOCIAL SERVICES PROFESSIONAL

EDUCATION

**SLOVAK FLIGHT TRAINING ACADEMY, KOCISE,
SLOVAKIA**

Military helicopter pilot training, Afghan Air Force.

HABIBIA HIGH SCHOOL, KABUL, AFGHANISTAN

High School Diploma.

LANGUAGES

Dari, Pashto, English, Urdu, Panjabi, and Basic Arabic.

COMPUTER PROFICIENCY

MS Windows, Word, Excel, Power Point, Access, Outlook.

REFERENCES

- (1). SARAH NIAZI. +1 (617)-386-0473 (IINE)
- (2). MILAAD FAZLI. +1 (804)-9716716 (PITCO.INC)
- (3). NOORULLAH AZIZI. +1 (603)-943-0747 (Dominos Pizza)

Wendy Brooks

EDUCATOR, ORGANIZER, MANAGER

- Organizer of violence prevention trainings
- Trainer in the field of human trafficking prevention
- Successful business owner, starting and running two businesses.
- Experienced teacher working in middle school, overseas and in homeschooling environments.
- Family manager for a family of seven on multiple year-long trips in areas such as Southeast Asia, China, India, Tibet, Africa and Europe. Planned travel logistics and coordinated the education of five children while traveling with backpacks and on bicycles.
- Community organizer, adept at making connections and bringing people together.

EXPERIENCE

International Institute of New England, Manchester, NH— *Employment Case Specialist*

August 2022 to present

- Work with clients to find them employment

Soteria Solutions, Durham, NH— *Program Coordinator*

April 2018 to September 2020

- Plan all the logistics involved with relationship and sexual violence prevention trainings
- Organize travel, accommodations and catering at different venues all over the country
- Use Microsoft Word, Excel, PowerPoint, Outlook and GSuite

NH Human Trafficking Collaborative Task Force— *trainer*

April 2018 to present

- Conduct trainings in different settings on issues involving human trafficking in New Hampshire and the US

Main Street Makery, Durham, NH — *Owner*

May 2014 - October 2017

- Managed a small business with multiple employees
- Supervised daily operations and regular sales review.
- Performed HR functions, including hiring, training, tasks assignment and talent development.

Along the Way, Lee, NH — *Owner*

September 2013 to present

- Developed business plan to start small craft business.
- Designed, created and sold jewelry, glassware, fabric art to sell locally.

Cranmore Mt Resort, N Conway, NH — *Ski Instructor*

December 2016 - March 2017

EDUCATION

University of New Hampshire, Durham, NH, MED, *Secondary Education*
1989-1991

University of New Hampshire, Durham, NH- BA, *Political Science*
1985-1989 Student Body President, 1988-1989

SKILLS

Project Coordination
Scheduling
Communication Skills
Problem Solving
Critical Thinking
Entrepreneurship
Task Management

VOLUNTEER EXPERIENCE

FREEDOM CAFE, Durham, NH
Member of the outreach team to help educate people of the issues of human trafficking here in the US and internationally.

PEACE CORPS VOLUNTEER
Rep. of the Marshall Islands
Worked as a teacher and health educator.

SMALL GROUP COMMUNITY ORGANIZER

- Organized raw milk cooperative
- Leader in community food collective
- Developed local homeschooling group
- Organized and led small group craft classes.

CRISIS LINE ADVOCATE
Raleigh/Durham, NC

LANGUAGES

Limited Conversational
Spanish

Kayla Rossmeyssl

SKILLS SUMMARY

- Curriculum Designer
- Staff Training Designer
- Staff Trainer
- Microsoft & Google Suite
- Data Entry
- Best Practice Developer

WORK EXPERIENCE

International Institute of New England (IINE) | Manchester, New Hampshire

Senior Program and Contract Manager

February 2022 to Present

- ◆ Work closely with the Program Managers in case assignment and ensure core services are in compliance
- ◆ Participate and provide support through weekly Client Focus Meeting and help prioritize tasks
- ◆ Responsible for timely completion of all relevant program contract reports
- ◆ Manage submission of monthly, quarterly, semi-annual, and annual contract reports
- ◆ Review and revise Managers' reports and/or draft narratives with input from program staff, as required.
- ◆ Contribute to the development of funding requests (new proposals and renewals) in coordination with the Managing Director and grants team
- ◆ Conduct internal audits of case files and data collection for case management, employment, education and skills training services to ensure contract and service compliance.
- ◆ Ensure case files are complete and corrections are made by the staff after initial review
- ◆ Maintain a positive "data culture" by working closely with the Monitoring and Evaluation team to support program data management activities and IINE data collection efforts;
- ◆ Trouble-shoot and address data collection challenges; conduct data reviews
- ◆ Create, develop, and implement streamlined onboarding materials and training tools for all IINE staff

Education Program Advisor

August 2021 to February 2022

- ◆ Advise LNA for Success program and create new skills training programs with partnering agencies
- ◆ Design LNA for Success curriculum, recruitment materials, and data analysis tools
- ◆ Advise Education Program regarding documentation/reporting for all contracts/programs
- ◆ Expand local employer partnerships with a focus on scaling fee-based skills training programs

Education & Workforce Development Manager

June 2020 to August 2021

- ◆ Direct, develop, and implement sustainable citizenship preparation courses across three sites of IINE
- ◆ Expand/lead remote teaching professional development with education departments across three sites of IINE
- ◆ Direct processes related to student recruitment/enrollment, program/classroom schedules, student orientation, program activities, instructor assignments, substitute teacher assignments, and retention activities
- ◆ Manage and monitor required documentation/reporting for all contracts/programs
- ◆ Ensure that program is in complete compliance with state and contract guidelines
- ◆ Assess, evaluate and improve program outcomes to ensure responsiveness to participants' needs
- ◆ Recruit and manage the activities of all education and employment program staff, interns, and volunteers.
- ◆ Establish/manage goals of all supervisees with performance targets during weekly check-in/quarterly reviews
- ◆ Create/ implement training on best practices in English as a Second or Other Language (ESOL), Integrated English Literacy and Civic Education (IELCE), Integrated Education Training (IET), and Employment services
- ◆ Supervise program operations for all components of the Education and Workforce Development programs
- ◆ Create and lead administrative, curriculum development, and program planning meetings
- ◆ Train instructional staff and build development plans that reflect program needs and contractual regulations

Lead Instructor & Education Programming Specialist

May 2019 to June 2020

- ◆ Manage and create citizenship preparation courses in Lowell, MA and Manchester, NH
- ◆ Lead community outreach to spread awareness of IINE programs and create local partnerships
- ◆ Collaborate with community partners to ensure student success in achieving professional and academic goals
- ◆ Participate in state and federal monitoring by attending interviews, conferences, and providing data
- ◆ Record data and run reports in internal database (Apricot) and Adult Bureau of Education database (LACES)
- ◆ Train staff on Apricot and innovate digital techniques to ensure accurate measurement of grant outcomes
- ◆ Co-author grant proposals to expand programmatic offerings in areas of students' needs
- ◆ Present data-driven programmatic outcomes, weaknesses, and improvements in weekly meetings
- ◆ Develop and facilitate professional development trainings for educators, interns, and volunteers

- ◆ Create a teaching manual of best practices to ensure education programs remain sustainable
- ◆ Develop/teach Integrated English Literacy and Civics Education (IELCE) curricula to adult English learners

ESL Instructor & Cultural Orientation Trainer

October 2015 to May 2019

- ◆ Teach literacy to advanced College & Career Readiness English classes to adult refugees and immigrants
- ◆ Lead Cultural Orientation to newly arrived refugee and immigrant adults
- ◆ Create student-centered lessons, calculate and record grades in Microsoft Office and Google Suite products
- ◆ Mentor students on job applications, cover letters, resumes, and essays for college applications
- ◆ Mentor undergraduate and graduate TEFL or TESOL students and organize ESL volunteers

Certified National StAR EBRI Trainer

August 2018 to June 2021

New Hampshire Adult Bureau of Education, Concord, NH

- ◆ Organize logistics and lead first official Student Achievement in Reading Evidence-Based Reading Instruction (StAR EBRI) training for New Hampshire and Vermont adult educators
- ◆ Advise program directors on programmatic improvements related to evidence-based reading instruction
- ◆ Organize logistics and facilitate three face-to-face day-long trainings for NH and VT adult educators
- ◆ Collaborate with Vermont and New Hampshire's state professional development coordinators
- ◆ Develop and create timelines and modify training materials from Manhattan Strategies Group StAR training
- ◆ Provide weekly feedback on participant online submissions on the StAR learning platform
- ◆ Encourage and coach participants to complete assigned modules in a timely manner
- ◆ Train StAR co-trainer on StAR best practices for New Hampshire adult educators and coordinators

Master's Assistant | Southern New Hampshire University, Manchester, NH

June 2017 to August 2018

- ◆ Coach international Intensive English Program (IEP) students in academic research writing
- ◆ Mentor master in business students in presentation skills
- ◆ Assist fellow master in science of TESOL peers in lesson planning, research writing, and presentations
- ◆ Lead campus outreach to educate graduate students of Learning Commons Center's free tutor opportunities

VOLUNTEER EXPERIENCE

Emergencies and Environmental Health Trainer | Peace Corps China

June 2015

- ◆ Collaborate with Peace Corps China Medical Officers in developing meaningful trainings for new volunteers
- ◆ Present on emergencies and environmental health topics during pre service training for new volunteers
- ◆ Lead break out sessions regarding healthy alternatives to cope with homesickness and culture shock

Leadership Conference Presenter | Peace Corps China

May 2015

- ◆ Present on public speaking techniques and charisma to 50 undergraduate students

Volunteer Advisory Committee (VAC) Chair | Peace Corps China

September 2014 to June 2015

- ◆ Collaborate with Country Director (CD) and Peace Corps (PC) China Staff to identify issues in volunteer training programs which includes, but is not limited to training procedures, editing policies and emails
- ◆ Communicate often with members to maintain transparency of news/developments from office
- ◆ Facilitate tri-annual VAC meetings/training sessions with CD and PC staff, both face-to-face and on Skype
- ◆ Set agenda for meetings by preparing/distributing meeting agenda in advance; collect concerns/suggestions
- ◆ Follow-up with VAC Representatives and PC staff regarding actionable items after VAC meetings

5th Annual Nu Women's Summit Presenter | Peace Corps China

June 2014

- ◆ Lead a healthy relationships workshop to 50 undergraduate students

Gender Equality Women Empowerment Newsletter Educational Writer Chair

May 2014 to May 2015

- ◆ Create culturally sensitive lessons relating to gender equality/women empowerment within Chinese context
- ◆ Publish peer-edited lesson plans in the Peace Corps China GEWE monthly newsletter, named *Voices*
- ◆ Attend monthly Skype meetings to pitch ideas and receive/give constructive feedback for other writers' pieces
- ◆ Advise fellow volunteers by brainstorming ways to solve difficulties within their women's group/starting a group

5th Annual Nu Women's Summit Grant Writer | Peace Corps China

April 2014 to October 2014

- ◆ First of the PC China volunteers to successfully write and complete a grant on the PCGO intranet website
407-383-9160 ◆ kaylarossmeissl@gmail.com

- ◆ Advise PC China volunteers and new/current Peace Corps China staff members on using PCGO and the process of writing PCPP grants during Pre-Service/In-Service face-to-face and virtual training sessions

English Corner Leader| Peace Corps China **September 2013 to May 2015**
◆ Lead meetings encouraging varied-level group of English students/teachers to continue studies out of class

Beginning Swahili Teacher's Assistant| University of Florida **May 2012 to August 2012**
◆ Assist professor in making interactive lesson plans and attend classes for speaking and/or listening exercises
◆ Tutor students out of class, make worksheets, quizzes, and additional practice exercises for individuals
◆ Translate the introduction of "Life Without Limits" from English to Swahili once a week with the professor

EDUCATION

Boston College| Boston, MA **September 2020 to November 2021**
Certificate in Management & Supervision in Human Services

Southern New Hampshire University| Manchester, NH **March 2017 to August 2018**
Master in Science TEFL Program

Michigan State Training Centre for Development Co-Operation| Arusha, Tanzania **June to August 2011**
Completed 6 Credit Intensive/Advanced Kiswahili Course
Sponsored by Fulbright Hayes Scholarship

University of Florida| Gainesville, FL **June 2008 to August 2012**
Bachelor of Science in Animal Biology
Minor in African Studies
Sponsored by Florida Medallion Scholars Award

PROFESSIONAL DEVELOPMENT

Integrated Education Training Boot Camp| Nationwide **September 2021 to November 2021**
US DOE, Office of Career, Technical, and Adult Education, Division of Adult Education and Literacy

Teaching Skills that Matter Presenter| National Conference **May 2021**
American Institutes for Research

NorthStar Digital Literacy| Minnesota Literacy Council **April 2021**

Certified Teaching Skills that Matter Trainer| Nationwide **September 2020 to March 2021**

USCIS Citizenship Preparation Conference| Washington D.C. **August 2019**
Grantee Orientation Training

Panelist for Cupcake Conversations| St. Anselms College, Goffstown, NH **October 2018**

StAR EBRI & CCRS Professional Development Facilitator| State of New Hampshire **October 2018**
New Hampshire of Adult Bureau of Education

Suitcase Stories Storyteller| Manchester, NH **September 2018**

NH 2018 Summer Earn & Learn Publisher| Concord, NH **August to October 2018**
New Hampshire of Adult Bureau of Education
Published StAR EBRI Adapted & CCRS Aligned 8 Week Curriculum

Certified CORE Community Orientation Trainer| Manchester, NH **October 2017 to Present**

HENRY HARRIS, MSW

Dedicated professional serving youth, families and communities in need through program development and operations, clinical counseling and supervision, K-12 afterschool programming and community partnerships.

PROFESSIONAL EXPERIENCE

INTERNATIONAL INSTITUTE OF NEW ENGLAND, Manchester, NH

2021-Present

Managing Director

Provide site leadership and data-driven/outcome focused program management for one of the largest human services organizations for New Americans in the region, including case management, youth and family services, English for Speakers of Other Languages (ESOL), employment and skills training, and immigration legal services.

- Manage the planning, development, implementation, ongoing modifications and grant compliance of all programs, including policy setting, regular assessments, data collection and reporting
- Monitor and document program effectiveness and outcomes to reflect contractual obligations and ensure responsiveness to client needs in alignment with IINEs mission and goals
- Partner with the Chief Program Officer and Chief Institutional Advancement Office to achieve translation and interpreting revenue targets, as well as develop new programming in the areas of education, employment, skills training, community services, and citizenship that are financially sustainable
- Build and maintain relationships and partnerships with community-based and student-serving organizations
- Manage program and expense allocations across all contracts and grants, ensuring accuracy and accountability
 - Draft annual site budget in concert with the Finance Department, Chief Program Officer and Chief Institutional Advancement Officer
- Recruit, supervise and evaluate staff at the New Hampshire site, including program interns and volunteers
- Provide professional development opportunities that align with staff and program needs, contractual regulations, and emerging trends in the community
- Identify client and program stories that can be highlighted in marketing communications materials
- Maintain relationships with community leaders, funders, employer partners and stakeholders
- Collaborate regularly with IINE Development, Institutional Advancement and Marketing staff

SOUTHERN NEW HAMPSHIRE SERVICES, Manchester, NH

2013-2021

Client Services and Community Outreach Director

Leadership role managing agency programs and coordinating with government officials and local businesses in the areas of health, nutrition, housing, employment assistance and crisis response.

- Oversaw clinical supervision for Mary's House, a subsidized single-room apartment complex for homeless women in need of a safe and supportive living environment
- Managed the summer food program, including site selection, operations, marketing and meal delivery Foster community partnerships, including a \$25K donation from Hannaford Charitable Foundation
- Collaborated on submissions, compliance, reporting and evaluation for the Community Services Block Grant program Develop referral networks and support client participants in the YouthBuild vocational education and training program Present regular updates, feedback and recommendations to the executive leadership team and board of directors

- Created and implemented a crisis helpline referring clients to services during the COVID-19 pandemic, resulting in over 5K inquiries and distribution of over \$1M in rent, mortgage and utilities assistance to protect clients from eviction

ANNIE E. CASEY FOUNDATION, Concord, NH

2003-2013

Franklin Resource Center Program Director

Directed the Franklin Celebrates program, providing afterschool and summer programming opportunities for at-risk middle and high school students and their families in Franklin, NH.

- Managed outdoor recreational and academic offerings designed to engage students and foster independence while providing advocacy and support
- Recruited and motivated a staff of teachers, tutors and volunteers
- Led 21st Century Grant curriculum development and managed operations and funding goals
- Engaged difficult-to-reach students via adventure-based activities that also met state physical education requirements Consulted on the Positive Behavioral Interventions and Supports team
- Presented at conferences and collaborated with partner agencies, SAU officials and area healthcare professionals to improve program quality

Casey Family Services Family Support Specialist

Managed a caseload of foster children and families, including clinical assessment, documentation, counseling, in-home therapy, court advocacy, family strengthening programs, rehabilitation and resource referrals.

- Recruited foster families and provided and training and reunification support
- Piloted an aversion program with court-appointed foster children utilizing Trauma Focused Cognitive Behavioral Therapy and anger management techniques
- Counseled clients on Individual Service Options, Home-Based Therapy, Accelerated Unification Model, Play Therapy and 3-5-7 Therapeutic Techniques

THE COUNSELING CENTER OF NASHUA, Nashua, NH

2001 - 2003

Neuropsychological Technician

- Assessed clients of all ages via neuropsychological tests and observations for developmental and cognitive disorders
- Collaborated and shared clinical observations and diagnostic recommendations with reporting and feedback sessions

EDUCATION

Master of Social Work, University of New Hampshire, 2014

Clinical internship at the Payson Center for Cancer, Concord, NH

Bachelor of Arts, Psychology, Rivier College, 2002, Academic Honors

CERTIFICATIONS

NH DHHS Disaster Behavioral Health Response Team (2010-2020)

NAMI Suicide Prevention Trainer (2014)

Junior Achievement Volunteer Collaborator of the Year (2006)

COMMUNITY LEADERSHIP

Chair of the Board of Directors, The Well School – an independent pre-K through 8th grade day school in Peterborough, NH (2018-Present)

ANDREW CULLEN

EDUCATION

University of Massachusetts, Lowell, MA (UMass Lowell)

- **Master of Arts - Peace & Conflict Studies, with Professional Option in Policy Analysis; GPA: 3.87 5/2018**
- **Treasurer, Peace and Conflict Studies Club UMass Lowell, 10/2016-12/2017**

University of Massachusetts, Lowell, MA (UMass Lowell)

- **Bachelor of Liberal Arts – Focus in History and Cultural Studies; 12/2012**

SUMMARY OF QUALIFICATIONS: Policy Analyst, with experience in data analysis and of year managerial experience, along with excellent research skills, strong verbal, and written communication skills, and

RELATED EXPERIENCE

Employment Case Specialist, International Institute of New England (IINE), Manchester, NH 6/2021 – Present

- Offer clients education on workplace culture in the U.S.
- Assist with creating resumes, submitting job applications, preparing for interviews, and more
- Maintain positive relationship with both clients and employers
- Provide both entry-level and career development training

Program Monitor, Community Resources for Justice (CRJ), Manchester, NH 10/2020 – 6/2021

- Perform scheduled house rounds/safety checks
- Perform administrative duties: answering phone calls, monitoring resident daily details and entering documentation via SecurManage
- Attend training and meetings as required by supervisor
- Administer alco-sensor tests, and take urine samples
- Respond effectively to resident needs, complaints, and concerns

Volunteer, African Community Center of Lowell, Lowell, MA 8/2018-Present

- Coordinate with head of Summer School program
- Assist with community outreach during annual African Cultural Festival

Research Data & Analyst Intern, International Institute of New England, Lowell, MA 1/2019-5/2019

- Analyzed financial savings program
- Assisted with historical research
- Provided assistance with planning IINE's 100th Anniversary Celebration

Data Analyst Intern, Center for Terrorism and Security Studies (CTSS), Lowell, MA 9/2017- 12/2017

- Coded data on extremist videos
- Cleaned data for analysis using SPSS
- Coordinated research with site leaders and fellow interns
- Reviewed data analysis with supervisor regularly
- Participated in regular training sessions on how to better improve data collection and analysis

Client Relations Specialist, Countryside Veterinary Hospital, Chelmsford, MA 3/2011-4/2013

- Filed medical documents and filled prescriptions
- Answered phone calls, and took down detailed notes
- Scheduled appointments for clients
- Handled client's medical emergencies
- Provided friendly and efficient service to customers

ADDITIONAL EXPERIENCE

Operations Associate, Sparx Hockey, Acton, MA 2/2018-3/2020

- Inspect equipment to see that it meets specification requirements
- Complete orders accurately and within specified service standards

Manager, Flagship Cinemas, Wells, ME 8/2014-5/2015

- Supervised team members
- Oversaw sales of tickets and overall customer experience and satisfaction
- Inspected equipment and surrounding to make sure everything was in order
- Dealt with issues that arose between customers or team members calmly and efficiently

Kateryna Kelly

EDUCATION

Zaporizhzhya National University, Zaporizhzhya, Ukraine - B.A. History
SEPTEMBER 2014 - JUNE 2017

TECHNICAL SKILLS

- Fluent in Russian, Ukrainian, and English
- Proficient in Word, Excel, and PowerPoint, QBO
- Computer Assisted Translation software

PROFESSIONAL EXPERIENCE

International Institute of New England, Manchester, NH – Community Services Manager

APRIL 2023 – PRESENT

- Recruit, manage and oversee the activities of all community services staff and interns.
- Supervise specialized services, strength-based case management services for IINE clients including refugees, asylees, special immigrant visa holder, humanitarian parolees, victims of trafficking and Haitian/Cuban entrants.
- Manage comprehensive intake system for clients accessing community services.
- Assign case management cases and provide weekly supervision to case specialists.
- Ensure a high standard of services and outcomes that meet or exceed US Government regulations.
- Ensure cases have individual case plans with particular attention to culture, language and special circumstances and coordinate services to accomplish goals of individual and family self-sufficiency.
- Supervise all client related program expenditures and requests.
- Responsible for all program-related data entry, including that of supervisees.
- Support teaching and management of cultural orientation classes for IINE clients.
- Lead performance tracker review during weekly Community Service Team meetings. Provide structured supervision and support to staff through weekly Client Focused Meetings/Dispo and weekly one-on-one meetings with direct reports.
- Manage AOR, CAM AOR and Lautenberg assessments and application process. Provide referrals to other family reunification pathways.
- Coordinate referrals for clients with mental health needs, to services which provide basic coping skills and foster positive relationships and communal support. Provide crisis intervention as needed.
- Support the development of a comprehensive resource manual and SOPs for services commonly used.
- Build community relationships with health centers, public benefits offices and community and external support.
- Conduct quality assurance reviews to ensure that case files are up to date and complete with case notes and all required documentation.
- Complete all Community Services contract reports as required and support IINE data collection efforts.

International Institute of New England, Manchester, NH – Office Manager

JANUARY 2022- APRIL 2023

- Manage opening and closing of the Manchester office

- Answer and route phone calls; take accurate messages, and screen calls as appropriate
- Provide accurate responses to a wide variety of inquiries, both in person and via phone
- Ensure that the reception area, conference rooms, and common areas are clean and organized
- Review and distribute incoming mail, packages, and faxes; handle all outgoing mail and packages
- Maintain and update inventories related to the facility, IINE equipment, and offsite document storage
- Assess office supply levels and communicate needs to the Managing Director
- Assist with meetings and events; process party and lunch catering orders as requested
- Maintain and update phone systems; communicate changes in phone numbers
- Training new staff in office procedures, and preparing technology and space for new staff
- Support the Managing Director in the completion and processing of regular administrative forms and processes as directed
- Provide support as needed to the Operations Manager to ensure the smooth operations of site projects
- Support Manchester-specific staff-facing events and assist the human resources team with events involving all three IINE offices
- Provide updates on site's activities for use on social media, the website, and the quarterly newsletter, including taking pictures (when appropriate) of events that take place at the site or in the local community
- Track donations distribution for reporting purposes
- Process client related transactions through QuickBooks
- Ensure all transactions recorded accurate at the end of the month
- Assist Senior Program ana Contract Manager and Managing Director with tracking clients' funds disbursement
- Assist Managing Director with staff reimbursements process

Duprey Hospitality, Concord, NH – Operations Manager

NOVEMBER 2019 – JANUARY 2022

- Knowledge of various property management systems
- Revenue reporting and budget planning
- Supply ordering
- Handling all payment types (e.g. charges, cash, debit or credit cards)
- Run daily reports and check for accuracy
- Follow all cash handling/banking procedures as per standard operating procedures
- Daily task assignment to all team members
- Staff scheduling
- Conducting interviews
- Processing onboarding paperwork
- Create training schedule for new staff
- Conducting room inspections
- Create standard operation procedures and training guides

Pinpoint – International Institute of New England, Manchester, NH - Interpreter

JULY 2020 – MAY 2021

- Facilitate communication for clients with limited English proficiency
- Provide interpreting / translating services for employees and other individuals for meetings, interviews, telephone calls, etc. including one-to-one and group settings
- Review translated material for accuracy of meaning, grammar and syntax
- Prepare written translations of instructional and educational materials, correspondence, and forms when appropriate for use by the staff, clients, and other individuals
- Relay the style and tone of the original language and render spoken messages accurately, quickly, and clearly

SpringHill Suites by Marriott Hampton, Portsmouth, NH - Front Desk Manager

JANUARY 2019 – NOVEMBER 2019

- Processing all guest cancellations, refunds, compensations, and reviewing guest complaints
- Training new employees
- Updating front desk standard operating procedures
- Perform room inspections
- Experience as night auditor
- Make and confirm reservations
- Answer all phone calls from guestrooms, outside lines, and internal call
- Assign rooms per guest request and preference
- Provide all guests with overview of hotel and amenities
- Process all check-outs
- Complete assigned cashier and closing reports.
- Balance and drop receipts according to prescribed accounting procedures

Michael Kevin Mailloux

EXPERIENCE

International Institute of New England (IINE) 12/21-Present
Volunteer Coordinator for Resettlement

- Support administrative, programmatic and community relations functions of the volunteer program
- Ensures volunteers have completed all necessary paperwork
- Supports and delivers volunteer training
- Provides on-the-ground oversight for volunteer activities, including: furnishing apartments, delivering trainings, serving meals, and beyond.

Fidelity Investments 12/03 – 6/21
Merrimack, New Hampshire

Lead Senior Accounting Analyst

- Demonstrate proficiency in calculating, analyzing and reporting milrates, yields, and NAV's and other fund information daily.
- Prepare and/or review various reports, including exception accounts, aging receivables, and yield analysis.
- Analyze, research, and resolve interest and position breaks exception items.
- Prepare and analyze month-end reconciliation's, expenses, compliance tests, loan analysis, dividend estimates, over/under distributions, financial statements and audit packages.
- Provide daily support of business relationships with customer/suppliers on a fund-specific basis.

Fidelity Investments 2/98 – 12/03
Merrimack, New Hampshire

Senior Accounting Analyst

- Daily processing for Municipal/Taxable Money Market and Bond funds
- Complete and review month-end/year-end reconciliations
- Work on projects/new initiatives for fund accounting
- Research and resolve interest payment discrepancies
- Process investible cash for trading desk
- Train new hires and cross-train existing staff

Cigna HealthCare/Healthsource New Hampshire, Inc. 9/95 – 2/98
Hooksett, New Hampshire

Request for Proposal Analyst

- Complete group fact sheet
- Develop new and renewal rate proposals for all Healthsource NH's service area
- Develop/maintain reporting measures for membership on a monthly basis

EDUCATION

Nichols College
Dudley, Massachusetts
Bachelor of Science in Business Administration
Concentration: Accounting

HONORS

Boston Company "Employee of the Month" award December 1994
Healthsource "Going the Extra Distance" award January 1996
Fidelity Investments "Employee of the Month" award March 2003

Multiple "Team Player" awards at Fidelity Investments

VOLUNTEER

ROCA Kidz Club, Food for Children, NH Food Bank, Vision International Missions

Sarah A. Niazi

EDUCATION

Manchester Community College, NH
Associates Degree: Liberal Arts
May 2014

WORK EXPERIENCE

International Institute of New England, Manchester, NH

Case Specialist, Manchester

November 2022-present

- Assist with new arrivals and airport pick up.
- Must be willing to transport clients as needed.
- Conduct weekly intakes and provide referrals to relevant health, social, housing, educational, and employment-related services.
- Provide comprehensive case management services to Institute clients including case planning, home visiting, financial budgeting, program enrollment, advocacy, and coordinate core services appointments.
- Assist clients in applying for SNAP and other state benefits
- Coordinate volunteers to support clients.
- Refer clients to legal immigration services and other internal program referrals
- Counsel and assist families in adjusting to life in the United States and attaining appropriate services.
- Coordinate client services to accomplish goals of individual and family self-sufficiency.
- Work to identify at-risk clients, help develop and implement appropriate client service plans.
- Teach Cultural Orientation workshops, prepare classroom materials, and evaluate client's progress.
- Keep professional and accurate documentation using centralized database, including assessments, client service plans, and case notes.
- Coordinate closely with other Institute programs and services.
- Develop and maintain relationships with community service providers.
- Triage difficult situations, in particular housing issues, medical and behavioral cases, and public benefits complications.
- Attend trainings and contractual meetings as needed.
- Attend staff meetings and weekly Client-focused meeting.
- Provide ongoing supervision and support of interns and volunteers, including daily assignment of tasks and review of completed activities.
- Perform all other duties assigned by supervisor.

Site Coordinator, 21st Century Program, Manchester School District, Manchester, NH

July 2014- April 2022

- Design and run successful after school program to ensure a safe and enjoyable environment for the student participants.
- Hired and managed a full staff to accomplish the common goal of creating a successful after school program.
- Communicated regularly with city and school administration and parents of students to ensure the success of each student.

- Managed every aspect of the program including student registrations, staff, program budget, employee scheduling, day to day operations, annual reports.

After School Administrative Assistant, Manchester NH

2009-2014

- Assisted an after school program by providing help with homework.
- Ran various clubs through which taught the students cooperative and leadership skills.
- Administrated and created programing to foster the developing and growth of self-confidence and self-esteem for the students.

Tea Kwon Do, Manchester NH

2004-2018

- Earned black belt and advanced to second degree black belt.
- Became an instructor, and taught many classes
- Fostered discipline and focus.

Student/Coach, Unicycle, Manchester NH

2002-2014

- Learned how to ride a unicycle as a student, and returned as an instructor teaching other students how to ride a unicycle
- Developed the confidence of students by successfully coaching them to ride a unicycle
- Fostered leadership of advanced unicycle riders by assigning them positions to assist intermediate and novice riders.
- Provided Encouragement to students.
- Analyzed with students their mistakes and how to correct them in order to become better riders.

RELATED EXPERIENCE

Volunteer, Manchester New Horizon, Manchester NH

2007-2018

- Assisted the Food Pantry with organizing and handing out food to the needy.
- Provided exceptions services to the people that came to the soup kitchen.

References available upon request

Rachel Brawner

EXPERIENCE:

Case Specialist at the International Institute of New England

Manchester, NH

September 2022 – Present

- Provided Case Management services to Refugees, Asylees, and Immigrants with intensive care needs including physical/mental conditions or disabilities, minors, young adults without family, single parents, LGBTQIA+ individuals, Survivors of Torture, and/or a number of different qualifications.
- Assisted clients with accessing and managing DHHS benefits such as Medicaid, Food Stamps, and Refugee Cash Assistance.
- Identified and/or addressed areas of concern for clients such as food access, physical health issues, mental health issues, family wellness, financial management/budgeting, social wellness and adjustment, transportation, and more.
- Referred clients to various in-house programs such as the Employment Team, Housing Coordinator, School Impact Coordinator, Legal Services, and ESOL Education Team.

Volunteer at Florida Immigrant Coalition Votes

Pensacola, FL

September 2020 – November 2020

- Text banked for numerous different campaigns and platforms in the 2020 election cycle with over twenty thousand texts sent
- Provided information on voting rights and helped to distinguish how amendments would personally affect the people voting on them while assisting to ensure that their vote would be counted
- Gave information on immigrants' rights within the United States, additionally advocating for immigration reform

Outreach Internship at the Cade Non-Profit Museum for Creativity and Invention

Gainesville, FL

May 2019 – August 2019

- Provided staff consultation on behavioral/emotional/environmental issues affecting student participation in the learning process
- Assisted in Operation Full STEAM (Science/Technology/Engineering/Arts/Math) programs for children attending underfunded public schools in Alachua County
- Assisted in organizing the Cade's Little Sparks Program focusing on ages 1 – 4 years old introducing science concepts through various activities and hands-on reading
- Participated in the Alachua County Public Library System Outreach Partnership including promotional awareness activities and a membership drive for the Cade Museum

EDUCATION:

Master's Degree in Social Justice and Human Rights

May 2022, GPA: 4.0/4.0, Summa cum laude

Arizona State College *Phoenix, Arizona*

Skills/Awards

- Ability to critically understand different perspectives on Human Rights and Social Justice issues
- Knowledgeable in human rights issues both domestic and foreign
- Writing skills in a plethora of areas including grant writing, documenting accounts of human rights abuses, advocating for marginalized communities, Qualitative research projects, and more
- Qualitative and Quantitative research methodologies knowledge, with an emphasis on understanding human rights violations through Qualitative accounts from victims
- Copious understanding of how social, political, economic, and cultural ideologies can perpetuate harm onto minorities and others
- Nominated for Arizona State University Social Justice and Human Rights Program's "Best/Most Comprehensive Capstone Project"
- Capstone: Rachel Brawner's E-Portfolio, *The Importance of Decolonization in the 21st Century*

Bachelor of Arts Degree in Cultural Anthropology

December 2020

University of Florida *Gainesville, Florida*

Skills/Awards

- Well-versed in communication skills, both verbal and written
- Able to think creatively to understand other perspectives
- Capable of understanding different cultures and lifestyles with a passion to help others
- Non-ethnocentric view when it comes to world affairs
- Sigma Alpha Pi National Society of Leadership and Success Nominee

References are available upon request.



**International
Institute of
New England**

Lead Employment Case Specialist

Reports to: Manager, Career Services

Status: Non-Exempt, Full Time

Job Location:

Overview:

The Lead Employment Case Specialist works with and helps the employment case specialists assist refugees, immigrants, non-native English speaking clients enrolled in site employment programming in preparing for jobs and achieving employment outcomes. In addition, he/she maintains a small caseload of clients to whom he/she provides direct services. The Lead Employment Specialist assigns cases within the team and coordinates the day-to-day activities within the employment program, with an emphasis on meeting the needs of clients while fulfilling contractual obligations. Working closely with the Manager of Career Services, the Lead Employment Specialist ensures proper and timely case documentation, and is responsible for contributing to reports as assigned.

Duties and Responsibilities:

- Develop and maintain employer partnerships and outreach.
- Monitor the local and regional labor market, solicit employers through telephone, mail and personal contact, maintain knowledge of the needs and requirements of employers, educate employers to the needs and abilities of client population, and screen worksites for safe, non-exploitative work conditions.
- Work with employers to identify, create and develop a wide range of suitable employment opportunities for clients.
- Act as a point of contact for the program's primary employer partners and manage the day-to-day working relationships.
- Assign cases within the employment case specialists' team upon receipt of a referral.
- Oversee initial employment intakes and referrals to relevant ESOL and skills training services.
- Work in partnership with the Community Services Manager to assess client program enrollments.
- Coordinate the day-to-day activities of the Boston team, ensuring the highest priority cases and tasks are completed.
- When needed, assist Employment Case Specialists in working with hard-to-place clients or clients with extensive barriers to employment.

- Maintain an individual client caseload and support clients to identify, apply, interview for and secure employment; coordinate client services to accomplish goals of individual and family self-sufficiency.
- Maintain weekly case records, quantitative data, and case notes in accordance with IINE guidelines and funder requirements; contribute to contract reports.
- Attend staff meetings, weekly Client-focused meeting, and all other meetings and training as assigned
- *Perform all other duties assigned by supervisor.*

Qualifications:

- Bachelor's Degree in Human Services, business, education or related field required.
- Minimum of 1 years of related experience in job development and employer engagement preferred.
- Minimum of 1 year of experience working with immigrant population preferred.
- Ability to work with diverse clients requiring a wide range of support services.
- Excellent communication and advocacy skills.
- Extremely well organized, detail oriented, flexible, and able to manage multiple tasks simultaneously; ability to prioritize duties in a fast-paced environment.
- A command of Microsoft Word, Excel, Outlook, and PowerPoint.
- High-levels of discretion and maturity in dealing with confidential information.
- Excellent organizational, verbal, written, and interpersonal skills.
- Ability to prioritize duties in a fast-paced environment.
- Access to reliable transportation



**International
Institute of
New England**

Revised by (Supervisor) Date:
Name:
Title:
Dept. Head Revision Approval Date:
Name:
Title:

Driver Job Description

Department: Community Services	Position Designation (please check box): <input type="checkbox"/> Central <input type="checkbox"/> Legal <input type="checkbox"/> Boston <input type="checkbox"/> Lowell <input type="checkbox"/> Manchester
Position Title: Driver and interpreter	Reports To:
Number (#) of Direct Reports: 0	Positions that Report to Role: N/A
Worker Category (please check box): <input type="checkbox"/> Full-Time <input type="checkbox"/> Part-Time <input type="checkbox"/> X Part-Time, On Call <i>If Full-Time:</i> <input type="checkbox"/> Exempt <input type="checkbox"/> Non-Exempt	Position Format (please check box): <input type="checkbox"/> Onsite <input type="checkbox"/> Hybrid <input type="checkbox"/> Fully Remote Position Schedule: <i>If Hybrid, Days in Office:</i>
Home Office Location (please check box): <input type="checkbox"/> Boston <input type="checkbox"/> Lowell <input type="checkbox"/> Manchester <input type="checkbox"/> N/A	Pay Rate Code (HR use):

Overview

IINE Drivers provide transportation support, picking up newly arrived refugees at the airport and bringing them to their new home on a need-basis. This position is an on-call role which does not guarantee a certain number of hours. Once hired, Drives are added to a database that is updated regularly. When transportation services are required, staff contact those individuals in the database and arrange a time and information for them to provide those services. Drivers also work to ensure newly arrived refugee clients are settled in their new homes and know how to use all appliances in the home.

Responsibilities

- Provide transportation services to and from the airport, picking up newly arrived refugees and bringing them to their new home.
- Communicate with IINE staff to understand the make-up of the family and how to access the new home.
- Have access to car seats as needed and support young clients in accessing safe transportation in the car.
- Support newly arrived refugees settling into their new home on arrival, showing the client how to use the appliances.
- Communicate with Case Specialists to understand any challenges or emergency medical needs of newly arrived refugees.

- Ensure newly arrived refugees have access to a warm meal on arrival.
- Facilitate communication for clients with limited English proficiency, work with interpreter to support communication with newly arrived client.
- Participate in related workshops and program activities as needed.
- Answer inquiries from staff, clients, and other individuals as appropriate and in a timely manner.

Perform all other duties assigned by supervisor.

Required Skills/Abilities

- Drivers license, car insurance, and access to a car is required
- Flexible schedule
- Experience working with multi-cultural, multi-lingual, and international populations preferred, but not required
- Ability to work under pressure and remain calm and composed under stressful situations.

Education & Experience

Work Environment Conditions (Please include all relevant working environment conditions for this position)

- Reliable transportation is required
- Requires nights and occasional weekend pick-ups

Physical Demands (Please include all relevant physical demands of this position)

- May require lifting luggages of up to 50 pounds or more

International Institute of New England

Key Personnel

FY23

Name	Job Title	Salary Amount Paid from this Contract
Farhad Noori	Employment Specialist	\$4,368
Wendy Brooks	Employment Specialist	\$4,368
Kayla Rossmeissl	Senior Program and Contract Manager	\$4,226
Henry Harris	Managing Director	\$3,907
Andrew Cullen	Career Services Manager	\$0
Kateryna Kelly	Community Services Manager	\$2,256
Michael Mailloux	Volunteer Coordinator	\$0
Sarah Niazi	Case Specialist	\$0
Rachel Brawner	Case Specialist	\$0
TBH	Lead Employment Specialist	\$0
TBH	Driver	\$8,320

FY24

Name	Job Title	Salary Amount Paid from this Contract
Farhad Noori	Employment Specialist	\$20,467
Wendy Brooks	Employment Specialist	\$20,467
Kayla Rossmeissl	Senior Program and Contract Manager	\$7,534
Henry Harris	Managing Director	\$7,475
TBH	Lead Employment Specialist	\$57,542
TBH	Driver	\$51,168
Sarah Niazi	Case Specialist	\$8,379
Rachel Brawner	Case Specialist	\$7,675

FY25

Name	Job Title	Salary Amount Paid from this Contract
TBH	Lead Employment Specialist	\$11,228
TBH	Driver	\$12,792

APR 15 '22 AM 8:24 RCVD

A
MAC



STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OFFICE OF THE COMMISSIONER

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-9200 1-800-852-3345 Ext. 9200

Fax: 603-271-4912 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

Lori A. Shibinette
Commissioner

Lori A. Weaver
Deputy Commissioner

March 16, 2022

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Office of the Commissioner, to enter into an amendment to an existing contract with International Institute of New England, Inc. (VC# 177551), Boston, MA, for social services that focus on refugees who have been in the country for five (5) years or less, by exercising a contract renewal option by increasing the price limitation by \$295,386 from \$210,000 to \$505,386 and extending the completion date from September 30, 2022 to September 30, 2023, effective upon Governor and Council approval. 100% Federal Funds.

The original contract was approved by Governor and Council on October 7, 2020, item #7.

Funds are available in the following account for State Fiscal Years 2022 and 2023, and are anticipated to be available in State Fiscal Year 2024, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

05-95-95-950010-72090000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: COMMISSIONER'S OFFICE, OFFICE OF THE COMMISSIONER; REFUGEE SERVICES

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2021	102-500731	Contracts for Program Svc	95070006	\$78,750	\$0	\$78,750
2022	102-500731	Contracts for Program Svc	95070006	\$105,000	\$15,723	\$120,723
2023	102-500731	Contracts for Program Svc	95070006	\$26,250	\$27,455	\$53,705
2024	102-500731	Contracts for Program Svc	95070006	\$0	\$6,822	\$6,822
			Subtotal	\$210,000	\$50,000	\$260,000

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 2 of 3

05-95-95-950010-72090000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: COMMISSIONER'S OFFICE, OFFICE OF THE COMMISSIONER; REFUGEE SERVICES

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2022	102-500731	Contracts for Program Svc	95070022	\$0	\$84,390	\$84,390
2023	102-500731	Contracts for Program Svc	95070022	\$0	\$131,253	\$131,253
2024	102-500731	Contracts for Program Svc	95070022	\$0	\$29,743	\$29,743
			Subtotal	\$0	\$245,386	\$245,386
			Total	\$210,000	\$295,386	\$505,386

EXPLANATION

The purpose of this request is to continue to provide social services that lead to self-sufficiency for refugees who have lived in the United States for less than five (5) years. Additionally, the Contractor will now support Office of Refugee Resettlement (ORR) eligible clients from Afghanistan by providing case management, employment services, English for Speakers of Other Languages, and housing assistance.

Approximately 1,000 individuals will be served through September 2023.

The Contractor will continue to complete family self-sufficiency plans with each family in order to identify goals the family wants to accomplish. Plans include follow-up at six months (6) and twelve (12) months to review goals and to provide services, as necessary and appropriate, to meet those goals. In order to ensure successful employment, the Contractor will be providing case management services that include medical referrals, day care, and cultural education.

The Department will monitor the Contractor's performance through semi-annual progress reports and during in-person meetings to review employability plans, case notes, and progress reports.

As referenced in Exhibit A of the original agreement, the parties have the option to extend the agreement for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is exercising its option to renew services for one (1) of the two (2) years available.

Should the Governor and Executive Council not authorize this request, newly arrived refugees may not receive the employment and case management services necessary to assist them in achieving financial self-sufficiency. Without training and guidance, refugees may not be able to successfully enter the work force and become integrated into society. Failure to have access to these services may result in a decrease in employment opportunities; loss of housing and medical services; social isolation; and depression among the newly arriving refugee population.

Area served: Statewide

Source of Federal Funds: Assistance Listing Number ##93.566, FAIN #22G99RSF2; 22G992210.

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 3 of 3

In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,

DocuSigned by:
Lori A. Shibinette
24BA837ED8EB488...

Lori A. Shibinette
Commissioner

**State of New Hampshire
Department of Health and Human Services
Amendment #1**

This Amendment to the Refugee Social Services Program contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and International Institute of New England, Inc. ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on October 07, 2020, (Item # 7), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 17, and Exhibit A, Revisions to Standard Contract Provisions, Subsection 1.1, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, or modify the scope of services to support continued delivery of these services; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
September 30, 2023
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$505,386
3. Modify Exhibit B, Scope of Services Section 1 Statement of Work, Subsection 1.1, to read:
 - 1.1. The Contractor shall provide services in this Agreement to eligible Office of Refugee Resettlement (ORR) refugees, limited to those who have been in the country five (5) years or less. The Contractor shall ensure service priority is given to the following ORR eligible populations:
 - 1.1.1. New arrivals in their first year in the U.S.;
 - 1.1.2. Refugee Cash and TANF recipients;
 - 1.1.3. Unemployed refugees;
 - 1.1.4. Employed refugees in need of job retention services;
 - 1.1.5. Other refugees, as approved by the Department.
4. Modify Exhibit B, Scope of Services Section 1 Statement of Work, Subsection 1.4.9, to read:
 - 1.4.9. Providing financial support for emergency short-term and long-term housing for individuals who have arrived in the United States from Afghanistan. Support for emergency housing support may be provided to additional ORR eligible populations with the written permission of the Department. The Contractor must make payments under this paragraph directly to the landlord, upon Department approval.
5. Modify Exhibit B, 3.2.4, to read:
 - 3.2.4 Ensure Progress Reports are submitted in accordance with the following table and any changes in previously approved work plans or timelines specified in those reports.

Reporting Period	Semi-Annual Report Due Date
9/30/2021-3/31/2022	04/15/2022

DS
JT

04/01/2022 - 09/29/2022	10/15/2022
09/30/2022 - 03/31/2023	04/15/2023
04/01/2023 - 09/29/2023	10/15/2023

6. Modify Exhibit C, Payment Terms, Section 1, to read:

1. This Agreement is funded by:

- 1.1. 51%, Refugee Support Services Program, as awarded on February 6, 2020, by the U.S. Department of Health and Human Services Admin. For Families and Children, CFDA 93.566, FAIN 22G99RSF2.
- 1.2. 49%, Refugee Support Services Program, as awarded on February 6, 2020, by the U.S. Department of Health and Human Services Admin. For Families and Children, CFDA 93.566, FAIN 22G992210.

7. Modify Exhibit B, Payment Terms, Section 3, to read:

- 8. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line item, as specified in Exhibits C-1, Budget through Exhibit C-9, Budget Amendment #1, which are attached hereto and incorporated by reference herein.

OS
JT

All terms and conditions of the Contract not modified by this Amendment remain in full force and effect. This Amendment shall be effective upon Governor and Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

4/6/2022

Date

DocuSigned by:
Ann H. Landry
24BA837ED8EB488...

Name: Ann H. Landry

Title:
Associate Commissioner

International Institute of New England, Inc.

4/4/2022

Date

DocuSigned by:
Jeffrey Thielman
FC9947C0F978428...

Name: Jeffrey Thielman

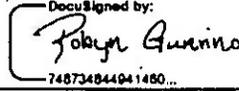
Title:
President and CEO

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

4/8/2022

Date

DocuSigned by:

748734844041450...

Name: Robyn Guarino
Title:

Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Exhibit C-4 Budget, Amendment #1

New Hampshire Department of Health and Human Services
 COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: International Institute of New England
 Budget Request for: Refugee Social Service Program - Supplemental funds
 Fiscal Year: 2022

Budget Period: July 1, 2021 - June 30, 2022

Line Item	Total Program Cost			Contractor Share / Match %		Funded by DSHS contract share %		
	Direct Incremental	Indirect	Total	Direct Incremental	Indirect	Direct Incremental	Indirect	Total
1. Year Entry/Wages	7,048.80		7,048.80			7,048.80		7,048.80
2. Employee Benefits	1,718.00		1,718.00			1,718.00		1,718.00
3. Consulting								
4. Equipment								
5. Rent								
6. Repair and Maintenance								
7. Purchased Services								
8. Supplies								
9. Educational								
10. Information								
11. Medical								
12. Office	378.00		378.00			378.00		378.00
13. Travel								
14. Contingency	4,124.00		4,124.00			4,124.00		4,124.00
15. Current Expenses								
16. Meetings								
17. Printing								
18. Subscriptions								
19. Audit and Legal								
20. Insurance								
21. Board Expenses								
22. Software								
23. Marketing/Communications								
24. Staff Education and Training								
25. Subcontracts/Agreements								
26. Other (specify details in narrative)								
27. Rental Assistance								
Indirect As A Percent of Direct		2,051.00	2,051.00				2,051.00	2,051.00
TOTAL	13,278	2,051	15,329			13,278	2,051	15,329


 Contractor Initial
 Date 4/4/2022
 Date _____

Exhibit C-8 Budget Amendment #1

New Hampshire Department of Health and Human Services COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD										
Budget/Program Name: International Institute of New England										
Budget Request for: Refugee Social Services Program - Supplemental funds (Part of RFP)										
Budget Period: July 1, 2022 - June 2023										
Line Item	Total Program Cost			Contractor Share / Match			Funded by DHSR contract share			
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Total
1. Total Base/Program	12,817.43		12,817.43				14,817.43			14,817.43
2. Employee Benefits	3,458.00		3,458.00				3,458.00			3,458.00
3. Materials										
4. Equipment										
5. Travel										
6. Honoraria										
7. A. Benefits										
8. Educational										
9. Lab										
10. Pharmacy										
11. Medical										
12. Office	800.00		800.00				800.00			800.00
13. Travel										
14. Occupancy	8,211.00		8,211.00				8,211.00			8,211.00
15. Other Expenses										
16. Printing										
17. Postage										
18. Subscriptions										
19. Audit and Legal										
20. Insurance										
21. Board Expenses										
22. B. Benefits										
23. (C) Intergovernmental/Communications										
24. (D) Real Estate and Utilities										
25. (E) Research/Agreements										
26. (F) Other (specify details in narrative)										
27. Rental Assistance										
28. Indirect As A Percent of Direct		1,496.00	1,496.00					1,496.00		1,496.00
TOTAL	11,366	1,496	12,862				11,366	1,496		12,862
Indirect As A Percent of Direct 11%										

Exhibit C-6 Budget, Amendment #1

New Hampshire Department of Health and Human Services
 COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Division/Program Name: International Institute of New England
 Budget Request for: Refugee Social Services Program - Supplemental funds
 (Name of RR) _____
 Budget Period: July 1, 2022 - September 2022

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHHS contract share		
	Direct / Supplemental	Indirect / Food %	Total	Direct / Supplemental	Indirect / Food %	Total	Direct / Supplemental	Indirect / Food %	Total
1. Total Employee Salaries	2,704.51		2,704.51				1,704.51		1,704.51
2. Contractual Benefits	152.00		152.00				152.00		152.00
3. Consultants									
4. Contractors									
5. Rental									
6. Repairs and Maintenance									
7. Purchases/Disbursements									
8. Supplies									
9. Travel									
10. Occupancy	1,375.00		1,375.00				1,375.00		1,375.00
11. Current Expenses									
12. Insurance									
13. Printing									
14. Subscriptions									
15. Audit and Legal									
16. Security									
17. Bonded Expenses									
18. Software									
19. Marketing/Communications									
20. Staff Education and Training									
21. Subcontractor/Outsourcing									
22. Other (specify nature of expenditure)									
Rental Assistance			992.00			992.00			992.00
Indirect As A Percent of Direct									
TOTAL	4,932	0	4,932				4,932	0	4,932

Indirect As A Percent of Direct: 18%


 Contractor Initial: _____
 Date: 4/4/2022
 Date: _____

Exhibit C-7 Budget, Amendment #1

**New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD**

Bidder/Program Name: International Institute of New England
 Budget Request For: Refugee Social Services Program - Afghan
 (Plan of 2021)
 Budget Period: July 1, 2021 - June 2022

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental %	Indirect Fixed %	Total %	Direct Incremental \$	Indirect Fixed \$	Total \$
1. Total Program	31,813		31,813				31,813		31,813
2. Personnel	7,000		7,000				7,000		7,000
3. Materials									
4. Equipment									
5. Rental									
6. Repairs and Maintenance									
7. Professional Services									
8. Supplies									
9. Travel	750.00		750.00				750.00		750.00
10. Contingency	375.00		375.00				375.00		375.00
11. Current Expenses									
12. Telephone									
13. Postage									
14. Subscriptions									
15. Audit and Legal									
16. Insurance									
17. Board Expenses									
18. Software									
19. Marketing/Communications									
20. Staff Education and Training									
21. Subcontracted/Agreements									
22. Other (specify details manually)									
23. Rental Assistance	34,000.00		34,000.00				34,000.00		34,000.00
Indirect As a Percent of Direct		10,377.63	10,377.63					10,377.63	10,377.63
TOTAL	74,813	10,377	85,190				74,813	10,377	85,190

Indirect As a Percent of Direct: 14.0%

Note: DHHHS has an 18.0% standard indirect rate of 28.6%. Indirect cost base includes direct effort expenses. Indirect cost assistance has been excluded from the indirect calculation.


 Contractor Initial: JT
 Date: 4/4/2022

Exhibit C-4 Budget, Amendment #1

New Hampshire Department of Health and Human Services
 COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: International Institute of New England
 Budget Request for: Refugee Social Services Program - Alpha
 (Plan of 2021)
 Budget Period: July 1, 2022 - June 2023

Line Item	Type Program Cost			Contractor Share/Match			Funded by DHHS contract share		
	Direct Incremental	Indirect	Total	Direct Incremental	Indirect	Total	Direct Incremental	Indirect	Total
1. Total Salary/Wages	76,141	-	76,141	-	-	-	76,141	-	76,141
2. Employee Benefits	17,292	-	17,292	-	-	-	17,292	-	17,292
3. Composites	-	-	-	-	-	-	-	-	-
4. Equipment	-	-	-	-	-	-	-	-	-
5. Rental	-	-	-	-	-	-	-	-	-
6. Repair and Maintenance	-	-	-	-	-	-	-	-	-
7. Purchases/Leasehold	-	-	-	-	-	-	-	-	-
8. Supplies	-	-	-	-	-	-	-	-	-
9. Educational	-	-	-	-	-	-	-	-	-
10. Lab	-	-	-	-	-	-	-	-	-
11. Pharmacy	-	-	-	-	-	-	-	-	-
12. Medical	-	-	-	-	-	-	-	-	-
13. Office	1,800	-	1,800	-	-	-	1,800	-	1,800
14. Total	859	-	859	-	-	-	859	-	859
15. Occupancy	-	-	-	-	-	-	-	-	-
16. Current Expenses	-	-	-	-	-	-	-	-	-
17. Telephone	-	-	-	-	-	-	-	-	-
18. Printing	-	-	-	-	-	-	-	-	-
19. Subscriptions	-	-	-	-	-	-	-	-	-
20. Audit and Legal	-	-	-	-	-	-	-	-	-
21. Insurance	-	-	-	-	-	-	-	-	-
22. Bond Expenses	-	-	-	-	-	-	-	-	-
23. Software	-	-	-	-	-	-	-	-	-
24. Membership/Communications	-	-	-	-	-	-	-	-	-
25. Staff Education and Training	-	-	-	-	-	-	-	-	-
26. Subcontract/Agreements	-	-	-	-	-	-	-	-	-
27. Other (specific details mandatory)	-	-	-	-	-	-	-	-	-
Indirect As A Percent of Direct	-	22,290	22,290	-	-	-	11,850	22,290	34,140
TOTAL	144,371	22,290	131,213	-	-	-	144,371	34,140	131,213

Indirect As A Percent of Direct: 20.4%
 Note: NYC has an 18% indirect rate of 20.4%. Indirect cost base excludes direct effort assistance. Therefore social assistance has been excluded from the indirect calculation.


 Contractor Initial: JT
 Date: 4/4/2022

Exhibit C-6 Budget, Amendment #1

New Hampshire Department of Health and Human Services
 COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: International Institute of New England
 Budget Request for: Refugee Social Services Program - Afghan
 (Start of 2022)
 Budget Period: July 1, 2022 - September 2022

Line Item	Total Program Cost			Contractor Share / Match			Funded by DSHS (contract share)		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Allowances	18,794		18,794				18,794		18,794
2. Long-term Benefits	4,322		4,322				4,322		4,322
3. Capital									
4. Equipment									
5. Rental									
6. Repair and Maintenance									
7. Purchase/Construction									
8. Supplies									
9. Educational									
10. Legal									
11. Pharmacy									
12. Medical									
13. Other									
A. Travel	250.00		250.00				250.00		250.00
F. Occupancy	129.00		129.00				129.00		129.00
G. Current Expenses									
H. Telephone									
I. Postage									
J. Subscriptions									
K. Audit and Legal									
L. Insurance									
M. Bond Expenses									
N. Salaries									
14. International Arrangements									
15. Staff Education and Training									
16. Subcontracts/Agreements									
17. Other (contract details mandatory)									
18. Medical Assistance									
Indirect As A Percent of Direct		8,249.00	8,249.00					8,249.00	8,249.00
TOTAL	19,044	8,249	27,293				19,044	8,249	27,293

Indirect As A Percent of Direct 38.1%


 Contractor Initial
 Date 4/4/2022
 Date _____

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**STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OFFICE OF THE COMMISSIONER**

Lori A. Shlbaerte
Commissioner

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-9200 1-800-852-3345 Ext 9200
Fax: 603-271-4912 TDD Access: 1-800-735-2964 www.dbhs.nh.gov

Lori A. Weaver
Deputy Commissioner

September 17, 2020

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Office of the Commissioner, to enter into a **Sole Source** contract with International Institute of New England, Inc. (VC# 177551), Boston, MA in the amount of \$210,000 for social service programs that lead directly to self-sufficiency for refugees, with the option to renew for up to two additional years, effective upon Governor and Council approval through September 30, 2022. 100% Federal Funds.

Funds are available in the following account for State Fiscal Year 2021, and are anticipated to be available in State Fiscal Years 2022 and 2023, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

05-95-042-4220-7922 HEALTH AND HUMAN SERVICES, DEPARTMENT OF HEALTH AND HUMAN SERVICES, HHS:HUMAN SERVICES, MINORITY HEALTH, REFUGEE SERVICES

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2021	102-500731	Contracts for Prog Svc	42200013	\$78,750
2022	102-500731	Contracts for Prog Svc	42200013	\$105,000
2023	102-500731	Contracts for Prog Svc	42200013	\$26,250
			Total	\$210,000

EXPLANATION

This request is **Sole Source** because the Contractor is the only entity positioned to provide comprehensive support services to refugees in the Manchester area. The Contractor is under contract with the United States Department of State to resettle families via the U.S. Refugee Program. Through this contract, the Contractor will receive pertinent demographic information, and develop and implement integration plans for each refugee arriving in the Manchester area.

The purpose of this request is to provide social service programs to refugees that lead directly to self-sufficiency.

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 2 of 2

The Contractor will provide services to approximately 270 refugees from October 1, 2020 to September 30, 2022.

The Contractor will provide services to refugees who have been in the United States for less than five (5) years. Services provided include employment readiness; job development; and English for Speakers of Other Languages (ESOL) classes. Additionally, the Contractor will orient individuals to American transportation systems as well provide families and individuals with cultural education. Services are designed to remove barriers to sustained employment and facilitate integration into American society.

The Contractor will complete family self-sufficiency plans with each family in order to identify goals the family wants to accomplish. Plans include follow up at six months (6) and twelve (12) months to review goals and to provide services, as necessary and appropriate, to meet those goals. In order to ensure successful employment, the Contractor will be providing case management services that include medical referrals, day care, and cultural education.

The Department will monitor the Contractor's performance through semi-annual progress reports and during in-person meetings to review the employability plans, case notes, and progress reports.

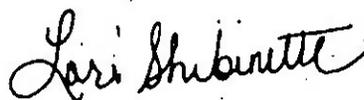
Should the Governor and Executive Council not authorize this request, refugees statewide may not receive the training necessary to properly navigate American culture and systems, and may not have access to English language learning environments. Without training and guidance, refugees may not be able to successfully enter the work force and become integrated into society. Failure to have access to these services may result in a decrease in employment opportunities; loss of housing and medical services; social isolation; and depression among the newly arriving refugee population.

Area served: Manchester

Source of Funds: CFDA #93.566, FAIN #1801NHRSOC

In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Lori A. Shibinette
Commissioner

Subject: Refugee Social Services Program (SS-2021-OHE-02-REFUG-01)

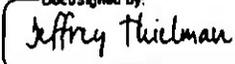
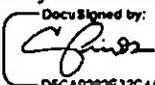
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION:

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name International Institute of New England, Inc.		1.4 Contractor Address 2 Boylston Street 3rd Floor Boston, MA, 02116	
1.5 Contractor Phone Number (617) 695-9990	1.6 Account Number 05-095-042-42207922	1.7 Completion Date September 30, 2022	1.8 Price Limitation \$210,000
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature DocuSigned by:  Date: 9/17/2020		1.12 Name and Title of Contractor Signatory Jeffrey Thielman Resident and CEO	
1.13 State Agency Signature DocuSigned by: Ann H. N. Landry <small>DEC92206130146</small> Date: 9/17/2020		1.14 Name and Title of State Agency Signatory Ann H. N. Landry Associate Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 9/18/2020 <small>DEC92206130146</small>			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials JT
 Date 9/17/2020

2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete

compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and

submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations; computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omissions of the

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Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

17. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

**New Hampshire Department of Health and Human Services
Refugee Social Services Program**



EXHIBIT A

REVISIONS TO STANDARD CONTRACT PROVISIONS

1. Revisions to Form P-37, General Provisions

- 1.1. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:
 - 3.3. The parties may extend the Agreement for up to two (2) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.
- 1.2. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:
 - 12.3. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed and how corrective action shall be managed if the subcontractor's performance is inadequate. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

**New Hampshire Department of Health and Human Services
Refugee Social Services Program**



EXHIBIT B

Scope of Services

1. Statement of Work

- 1.1. The Contractor shall provide services on a priority basis to refugees residing in the United States fewer than twelve (12) months who are:
 - 1.1.1. Receiving public assistance through the Refugee Cash Assistance Program or the Temporary Aid to Needy Families (TANF) Program;
 - 1.1.2. Unemployed; and
 - 1.1.3. Employed and in need of job retention services.
- 1.2. The Contractor shall develop a family-self-sufficiency plan for each family served. The Contractor shall:
 - 1.2.1. Conduct an assessment for each member of the family.
 - 1.2.2. Identify integration goals.
 - 1.2.3. Assist with creating a household budget.
 - 1.2.4. Follow up with the family every six (6) and twelve (12) months to assess the family's progress toward self-sufficiency.
- 1.3. The Contractor shall provide Employment Services that focus on job development, placement, retention and re-employment for a minimum of ninety-five (95) employable refugees each contract year. The Contractor shall ensure services include, but are not limited to:
 - 1.3.1. Developing and maintaining relationships with employers, which includes, but is not limited to:
 - 1.3.1.1. Conducting American workplace orientation for refugees.
 - 1.3.1.2. Conducting refugee orientations for a minimum of ten (10) new employers for each contract year.
 - 1.3.1.3. Working with employers to develop on-site internships and employer-based training.
 - 1.3.1.4. Collaborating with existing governmental and private job development agencies;
 - 1.3.2. Developing employment support for each employable refugees, which includes, but is not limited to:
 - 1.3.2.1. Conducting employment assessments utilizing Department-approved assessment instruments.
 - 1.3.2.2. Developing employability plans for each employable member of a refugee household.

**New Hampshire Department of Health and Human Services
Refugee Social Services Program**



EXHIBIT B

- 1.3.2.3. Providing vocational English for Speakers of Other Languages (ESOL) instruction through job readiness training.
 - 1.3.2.4. Assisting refugees with creating and completing resumes.
 - 1.3.2.5. Assisting each employable refugee, identified in Subsection 1.1.2, with submitting a minimum of three (3) job applications a year until employed.
 - 1.3.2.6. Scheduling and arranging job interviews for all employable, newly arrived refugees.
 - 1.3.2.7. Maintaining employability plans, case notes, and progress reports in client files, to be provided to the Department, upon request.
 - 1.3.2.8. Providing referrals to support services.
 - 1.3.2.9. Providing transportation training to increase employability, as necessary
 - 1.3.2.10. Providing interpreter services to new arrivals and service providers, as needed.
- 1.4. The Contractor shall provide Case Management Services to assist approximately two hundred seventy (270) refugees to succeed in their new communities. The Contractor shall ensure services include, but are not limited to:
- 1.4.1. Advocating for clients by assisting in the resolution of housing-related issues.
 - 1.4.2. Referring clients to health and/or mental health and other service providers, as appropriate.
 - 1.4.3. Referring clients to appropriate ESOL or vocational ESOL programs.
 - 1.4.4. Advocating on behalf of refugees, to protect their civil rights and ensure access to services.
 - 1.4.5. Assisting new arrivals with accessing and enrolling in mainstream public program such as WIC, Fuel Assistance and Head Start.
 - 1.4.6. Identifying conveniently located, subsidized day care providers, as appropriate.
 - 1.4.7. Assisting new arrivals with meeting transportation needs.
 - 1.4.8. Providing collateral, cultural education to employers, social service providers, health care providers, educators and other programs with which refugees interact.

1.5. The Contractor shall provide ESOL Services to approximately eighty^{bs} (80)

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Contractor Initials

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International Institute of New England, Inc.

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Date

**New Hampshire Department of Health and Human Services
Refugee Social Services Program**



EXHIBIT B

refugees in order to prepare refugees for entry into the job market and facilitate integration. The Contractor shall ensure services include, but are not limited to:

- 1.5.1. Ensuring unemployed new arrivals and Refugee Cash Assistance recipients have ESOL services available.
 - 1.5.2. Accommodating refugee arrivals by offering rolling enrollment.
 - 1.5.3. Ensuring ESOL is offered at locations that are barrier free and easily accessible to refugees who may not have access to transportation services;
 - 1.5.4. Providing a minimum of twelve (12) hours of instruction per week to new arrivals.
 - 1.5.5. Administering entrance and exit ESOL tests by using Contractor preferred instruments, as approved by the Department.
 - 1.5.6. Recording test results, attendance records and progress reports in student and/or client files, ensuring availability of files to the Department, upon request.
 - 1.5.7. Submitting Trimester Reports, as directed by the Department.
 - 1.5.8. Prioritizing survival level English and literacy needs of students while addressing pre-vocational, orientation and advanced ESOL needs.
 - 1.5.9. Providing training and addressing the ESOL needs of established refugees, as resources allow.
 - 1.5.10. Training and engaging volunteers to provide supplementary ESOL services.
- 1.6. The Contactor shall attend meetings with the Department at the Refugee Advisory Council on a quarterly basis and as needed.

2. Exhibits Incorporated

- 2.1. The Contractor shall use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement, which has been executed by the parties.
- 2.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.
- 2.3. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

3. Reporting Requirements

- 3.1. The Contractor shall participate in in-person reporting, as required by the Department on a scheduled basis as determined by the Department in order to

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Contractor Initials *JS*

Date 9/17/2020

**New Hampshire Department of Health and Human Services
Refugee Social Services Program**



EXHIBIT B

provide:

- 3.1.1. Regular updates on contract activities.
- 3.1.2. Progress reports relative to working towards meeting performance measures and overall program goals and objectives.
- 3.1.3. Additional information that demonstrates meeting or exceeding the minimum required scope of services.

3.2. The Contractor shall submit semi-annual Progress Reports, as required by the Office of Refugee Resettlement (ORR), in the format provided by the Department. The Contractor shall:

- 3.2.1. Ensure Progress Reports align with reporting periods outlined by ORR.
- 3.2.2. Submit narrative reports with a summary of project outcomes to the Department no later than 15 days after the completion of a project period.
- 3.2.3. Highlight any changes in previously approved work plans or timelines.
- 3.2.4. Ensure Progress Reports are submitted on using the following time frames:

Reporting Period	Semi-Annual Report Due Date
10/01/2020 - 03/31/2021	04/15/2021
04/01/2021 - 09/29/2021	09/15/2021
09/30/2021 - 03/31/2022	04/15/2022
04/01/2022 - 09/29/2022	09/15/2022

4. Performance Measures

- 4.1. The Contractor shall actively and regularly collaborate with the Department to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.
- 4.2. The Contractor may be required to provide other key data and metrics to the Department, including client-level demographic, performance, and service data.
- 4.3. Where applicable, the Contractor shall collect and share data with the Department in a format specified by the Department.

5. Additional Terms

5.1. Impacts Resulting from Court Orders or Legislative Changes

- 5.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities

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**New Hampshire Department of Health and Human Services
Refugee Social Services Program**



EXHIBIT B

and expenditure requirements under this Agreement so as to achieve compliance therewith.

5.2. Federal Civil Rights Laws Compliance: Culturally and Linguistically Appropriate Programs and Services

5.2.1. The Contractor shall submit, within ten (10) days of the contract effective date, a detailed description of the communication access and language assistance services to be provided to ensure meaningful access to programs and/or services to individuals with limited English proficiency; individuals who are deaf or have hearing loss; individuals who are blind or have low vision; and individuals who have speech challenges.

5.3. Credits and Copyright Ownership

5.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement, "The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services."

5.3.2. All materials produced or purchased under the contract shall have prior approval from the Department before printing, production, distribution or use.

5.3.3. The Department shall retain copyright ownership for any and all original materials produced, including, but not limited to:

- 5.3.3.1. Brochures.
- 5.3.3.2. Resource directories.
- 5.3.3.3. Protocols or guidelines.
- 5.3.3.4. Posters.
- 5.3.3.5. Reports.

5.3.4. The Contractor shall not reproduce any materials produced under the contract without prior written approval from the Department.

5.4. Eligibility Determinations

5.4.1. If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

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**New Hampshire Department of Health and Human Services
Refugee Social Services Program**



EXHIBIT B

- 5.4.2. Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
- 5.4.3. In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
- 5.4.4. The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

6. Records

- 6.1. The Contractor shall keep records that include, but are not limited to:
 - 6.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor.
 - 6.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
 - 6.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
- 6.2. During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination,

**New Hampshire Department of Health and Human Services
Refugee Social Services Program**



EXHIBIT B

excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

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**New Hampshire Department of Health and Human Services
Refugee Social Services Program**



EXHIBIT C

Payment Terms

1. This Agreement is funded by 100%, Federal Funds: U.S. Administration for Children and Families, Catalog of Federal Domestic Violence from by the Administration for Children and Families, CFDA #93.566, FAIN #1801NHRSOC.
2. For the purposes of this Agreement:
 - 2.1. The Department has identified the Contractor as a Subrecipient in accordance with 2 CFR 200.330.
 - 2.2. The Department has identified this Contract as NON-R&D, in accordance with 2 CFR §200.87.
 - 2.3. The Indirect Cost Rate of 31.70% applies in accordance with 2 CFR §200.414 and the Nonprofit Rate Agreement between the US Department of Health and Human Services and the Contractor, which is dated April 30, 2019 and on file with the Department.
3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line item, as specified in Exhibits C-1, Budget through Exhibit C-3, Budget.
4. The Contractor shall submit an invoice in a form satisfactory to the Department by the fifteenth (15th) working day of the following month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor shall ensure the invoice is completed, dated and returned to the Department in order to initiate payment.
5. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to kellie.esdale@dhhs.nh.gov, or invoices may be mailed to:

Financial Manager
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301
6. The Department shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available, subject to Paragraph 4 of the General Provisions Form Number P-37 of this Agreement.
7. The final invoice shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
8. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.

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**New Hampshire Department of Health and Human Services
Refugee Social Services Program**



EXHIBIT C

9. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit B, Scope of Services.
10. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
11. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.
12. Audits
 - 12.1. The Contractor is required to submit an annual audit to the Department if any of the following conditions exist:
 - 12.1.1. Condition A - The Contractor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.
 - 12.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.
 - 12.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
 - 12.2. If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.
 - 12.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.
 - 12.4. Any Contractor that receives an amount equal to or greater than \$250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual

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**New Hampshire Department of Health and Human Services
Refugee Social Services Program**



EXHIBIT C

financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Contractor is high-risk.

- 12.5. In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Contract to which exception has been taken, or which have been disallowed because of such an exception.

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Exhibit C-1 Budget

New Hampshire Department of Health and Human Services									
Contractor Name: INTERNATIONAL INSTITUTE OF NEW ENGLAND, INC.									
Budget Request for: Refugee Social Services Program									
Fiscal Year: 2020									
Budget Period: October 2020 - June 30, 2021									
Line Item	Total Program Cost			Contractor Share / Match			Funded by Other Sources		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Travel	41,892.80	-	41,892.80	-	-	-	41,892.80	-	41,892.80
2. Employee Benefits	9,884.75	-	9,884.75	-	-	-	9,884.75	-	9,884.75
3. Contract Services	300.00	-	300.00	-	-	-	300.00	-	300.00
4. Equipment	1,873.00	-	1,873.00	-	-	-	1,873.00	-	1,873.00
5. Rental and Maintenance	-	-	-	-	-	-	-	-	-
6. Purchased Equipment	-	-	-	-	-	-	-	-	-
7. Supplies	-	-	-	-	-	-	-	-	-
8. Telephone	-	-	-	-	-	-	-	-	-
9. Postage	-	-	-	-	-	-	-	-	-
10. Printing	-	-	-	-	-	-	-	-	-
11. Office	887.33	-	887.33	-	-	-	887.33	-	887.33
12. Training	750.00	-	750.00	-	-	-	750.00	-	750.00
13. Contingency	3,873.00	-	3,873.00	-	-	-	3,873.00	-	3,873.00
14. Contract Materials	2,880.00	-	2,880.00	-	-	-	2,880.00	-	2,880.00
15. Utilities	-	-	-	-	-	-	-	-	-
16. Postage and Freight	-	-	-	-	-	-	-	-	-
17. Insurance	-	-	-	-	-	-	-	-	-
18. Board Expenses	-	-	-	-	-	-	-	-	-
19. Advertising/Communications	-	-	-	-	-	-	-	-	-
20. Staff Expenses and Training	-	-	-	-	-	-	-	-	-
21. Subcontract/Agreements	-	-	-	-	-	-	-	-	-
22. Other (Specify details mandatory)	-	-	-	-	-	-	-	-	-
23. Indirect	736.00	-	736.00	-	-	-	736.00	-	736.00
24. Indirect Cost Allocation	-	13,171.00	13,171.00	-	-	-	-	13,171.00	13,171.00
TOTAL	61,431.88	13,171.00	74,602.88	-	-	-	61,431.88	13,171.00	74,602.88

Indirect As A Percent of Direct

20%

Exhibit C-1 Budget

New Hampshire Department of Health and Human Services									
Contractor Name: INTERNATIONAL INSTITUTE OF NEW ENGLAND, INC.									
Budget Request for: Refugee Social Services Program									
Budget Period: 7.1.21 - 6.30.22									
Line Item	Total Program Cost			Contractor Share / Match			Funded by DHS/US contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salaries/Wages	17,183.00	-	17,183.00	-	-	-	17,183.00	-	17,183.00
2. Employee Benefits	13,183.00	-	13,183.00	-	-	-	13,183.00	-	13,183.00
3. Commodity	400.00	-	400.00	-	-	-	400.00	-	400.00
4. Equipment	-	-	-	-	-	-	-	-	-
5. Travel	3,600.00	-	3,600.00	-	-	-	3,600.00	-	3,600.00
6. Food and Lodging	-	-	-	-	-	-	-	-	-
7. Telephone	-	-	-	-	-	-	-	-	-
8. Office	917.00	-	917.00	-	-	-	917.00	-	917.00
9. Total	35,283.00	-	35,283.00	-	-	-	35,283.00	-	35,283.00
10. Commodity	7,600.00	-	7,600.00	-	-	-	7,600.00	-	7,600.00
11. Current Expenses	3,840.00	-	3,840.00	-	-	-	3,840.00	-	3,840.00
12. Board Expenses	-	-	-	-	-	-	-	-	-
13. Other (specific grants mandatory)	1,000.00	-	1,000.00	-	-	-	1,000.00	-	1,000.00
14. Indirect Cost Allocation	-	17,300.00	17,300.00	-	-	-	-	17,300.00	17,300.00
TOTAL	57,686.00	17,300.00	74,986.00	-	-	-	57,686.00	17,300.00	74,986.00

Indirect As A Percent of Direct 30%


 Contractor Initials: JT
 Date: 9/17/2020

Exhibit C-3 Budget

New Hampshire Department of Health and Human Services									
Contractor Name: INTERNATIONAL INSTITUTE OF NEW ENGLAND, INC.									
Budget Request for: Refugee Social Services Program									
Budget Period: 7.1.11 - 9.30.22									
Line Item	Total Program Cost			Contractor Share / Match			Funded by Direct contract others		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	14,297.50	-	14,297.50	-	-	-	14,297.50	-	14,297.50
2. Employee Benefits	3,294.25	-	3,294.25	-	-	-	3,294.25	-	3,294.25
3. Commodity	100.00	-	100.00	-	-	-	100.00	-	100.00
4. Equipment	-	-	-	-	-	-	-	-	-
Rental	825.00	-	825.00	-	-	-	825.00	-	825.00
Repair and Maintenance	-	-	-	-	-	-	-	-	-
Purchase/Depreciation	-	-	-	-	-	-	-	-	-
5. Supplies	-	-	-	-	-	-	-	-	-
Educational	-	-	-	-	-	-	-	-	-
Gift	-	-	-	-	-	-	-	-	-
Pharmacy	-	-	-	-	-	-	-	-	-
Medical	-	-	-	-	-	-	-	-	-
Office	228.25	-	228.25	-	-	-	228.25	-	228.25
6. Travel	750.00	-	750.00	-	-	-	750.00	-	750.00
7. Occupancy	1,875.00	-	1,875.00	-	-	-	1,875.00	-	1,875.00
8. Current Expenses	-	-	-	-	-	-	-	-	-
Telephone	800.00	-	800.00	-	-	-	800.00	-	800.00
Postage	-	-	-	-	-	-	-	-	-
Subscriptions	-	-	-	-	-	-	-	-	-
Audit and Legal	-	-	-	-	-	-	-	-	-
Insurance	-	-	-	-	-	-	-	-	-
Travel Expenses	-	-	-	-	-	-	-	-	-
9. Utilities	-	-	-	-	-	-	-	-	-
10. Advertising/Communications	-	-	-	-	-	-	-	-	-
11. Rent/Equipment and Leasing	-	-	-	-	-	-	-	-	-
12. Subcontracting/Agreements	-	-	-	-	-	-	-	-	-
13. Other (Specify details mandatory)	750.00	-	750.00	-	-	-	750.00	-	750.00
14. Office supplies	-	-	-	-	-	-	-	-	-
Indirect Cost Allocation	-	4,375.00	4,375.00	-	-	-	-	4,375.00	4,375.00
TOTAL	31,871.00	4,375.00	36,246.00	-	-	-	31,871.00	4,375.00	36,246.00

Indirect As A Percent of Direct

70.0%



New Hampshire Department of Health and Human Services
Exhibit D

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
 - 1.2.1. The dangers of drug abuse in the workplace;
 - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
 - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - 1.4.1. Abide by the terms of the statement; and
 - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

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New Hampshire Department of Health and Human Services
Exhibit D



- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

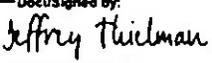
Place of Performance (street address, city, county, state, zip code) (list each location)

Check if there are workplaces on file that are not identified here.

Vendor Name:

9/17/2020

Date

DocuSigned by:

 Name: Jeffrey Thielman
 Title: President and CEO

New Hampshire Department of Health and Human Services
Exhibit E



CERTIFICATION REGARDING LOBBYING

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

- Programs (indicate applicable program covered):
- *Temporary Assistance to Needy Families under Title IV-A
 - *Child Support Enforcement Program under Title IV-D
 - *Social Services Block Grant Program under Title XX
 - *Medicaid Program under Title XIX
 - *Community Services Block Grant under Title VI
 - *Child Care Development Block Grant under Title IV

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

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of 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, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract; grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Vendor Name:

9/17/2020

Date

DocuSigned by:

Jeffrey Thielman

Name: Jeffrey Thielman

Title: President and CEO

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New Hampshire Department of Health and Human Services
Exhibit F



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

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New Hampshire Department of Health and Human Services
Exhibit F



information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

- 10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

- 11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and
 - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

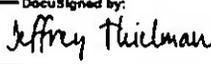
LOWER TIER COVERED TRANSACTIONS

- 13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
 - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
- 14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name:

9/17/2020

Date

DocuSigned by:

 Name: Jeffrey Thielman
 Title: President and CEO

Contractor Initials 
 Date 9/17/2020

New Hampshire Department of Health and Human Services
Exhibit G



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Contractor Initials

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Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections



**New Hampshire Department of Health and Human Services
Exhibit G**

In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name:

9/17/2020

Date

DocuSigned by:
Jeffrey Thielman
Name: Jeffrey Thielman
Title: President and CEO

Exhibit G

Contractor Initials

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Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

New Hampshire Department of Health and Human Services
Exhibit H



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name:

9/17/2020

Date

DocuSigned by:

Jeffrey Thielman

Name: Jeffrey Thielman

Title: President and CEO

New Hampshire Department of Health and Human Services



Exhibit I

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) **Definitions.**

- a. "**Breach**" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "**Business Associate**" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "**Covered Entity**" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "**Designated Record Set**" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "**Data Aggregation**" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "**Health Care Operations**" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "**HITECH Act**" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "**HIPAA**" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "**Individual**" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "**Privacy Rule**" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "**Protected Health Information**" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

3/2014

Contractor Initials

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Date 9/17/2020

New Hampshire Department of Health and Human Services



Exhibit I

- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) Business Associate Use and Disclosure of Protected Health Information.

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
 - I. For the proper management and administration of the Business Associate;
 - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

3/2014

Contractor Initials

JS

Date 9/17/2020



New Hampshire Department of Health and Human Services

Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
 - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - o The unauthorized person used the protected health information or to whom the disclosure was made;
 - o Whether the protected health information was actually acquired or viewed
 - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (I). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

3/2014

Contractor Initials

Date 9/17/2020

New Hampshire Department of Health and Human Services



Exhibit I

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

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Contractor Initials JT

Date 9/17/2020

New Hampshire Department of Health and Human Services



Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

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Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) l, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health and Human Services
 The State of
Ann H. N. Landry
 Signature of Authorized Representative
 Ann H. N. Landry
 Name of Authorized Representative
 Associate Commissioner
 Title of Authorized Representative
 9/17/2020
 Date

International Institute of New England
 Name of the Contractor
Jeffrey Thielman
 Signature of Authorized Representative
 Jeffrey Thielman
 Name of Authorized Representative
 President and CEO
 Title of Authorized Representative
 9/17/2020
 Date

New Hampshire Department of Health and Human Services
Exhibit J



CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
 - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:

9/17/2020

Date

DocuSigned by:
Jeffrey Thielman

Name: JEFFREY THIELMAN

Title: President and CEO

Contractor Initials

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Date 9/17/2020



New Hampshire Department of Health and Human Services
Exhibit J

FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 0948459970000
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

NO YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

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Exhibit K

DHHS Information Security Requirements



mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.
8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
2. The Contractor must not disclose any Confidential Information in response to a

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request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open

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DHHS Information Security Requirements



wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

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DHHS Information Security Requirements



whole, must have aggressive intrusion-detection and firewall protection.

- 6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

- 1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
- 2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
- 3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY.

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:
 - 1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
 - 2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation; transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

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3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

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the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doi/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
 - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
 - b. safeguard this information at all times.
 - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
 - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

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- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

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5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

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