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June 1, 2022

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

REQUESTED ACTION

Authorize the Department of Business and Economic Affairs, Office of Workforce Opportunity to enter into a contract with the International Institute of New England (VC#177551), Boston, MA in the amount of \$561,635.00 for the NH Vibrant, Inclusive and Prosperous Program, with the option to renew for one additional year, effective upon Governor and Council approval for the period July 1, 2022 through June 30, 2024. **100% Federal Funds.**

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

03-22-22-220510-14530000, Office of Workforce Opportunity

102-500731-Contracts for Program Services	<u>FY 2023</u>	<u>FY 2024</u>
	\$280,818	\$280,817

EXPLANATION

This contract between the Department of Business and Economic Affairs, Office of Workforce Opportunity (BEA/OWO) and the International Institute of New England (IINE) for the delivery of the NH Vibrant, Inclusive and Prosperous Program (VIP) is in response to the Request for Proposal (RFP) #DBEA 2022-12, released on January 11, 2022.

BEA/OWO is the state grant recipient for Workforce Innovation and Opportunity Act (WIOA) Title I Federal Funds awarded by the US Department of Labor – Employment and Training Administration. The above RFP were issued on behalf of the State Workforce Innovation Board (SWIB), which is the oversight body established in federal regulation to oversee the appropriate use of WIOA Federal Funds and members are appointed by the Governor. The RFP was for the provision of program outreach and referral services in historically marginalized communities in New Hampshire under the WIOA Adult program for eligible adults who face barriers to education, training, and employment.

A selection committee comprised of SWIB members (Schedule #2) reviewed and scored the proposals (Schedule #1). The committee identified the proposal from the IINE to be the most in line with the scope and deliverables outlined and therefore ranked their submission the highest. Scoring is included as Schedule #3.

The IINE has been welcoming refugees and immigrants to Massachusetts and New Hampshire for nearly a century with a mission to create opportunities for refugees and immigrants to succeed through resettlement,

education, career advancement and pathways to citizenship. The IINE has invested in the revitalization of local communities throughout New England by receiving, supporting, educating, training, and job placing an ambitious and diverse workforce. The VIP Program will incorporate referral services for the WIOA Adult program into their service delivery continuum.

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

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "T. Caswell", is written over a light blue rectangular background.

Taylor Caswell
Commissioner

Department of Business and Economic Affairs
Office of Workforce Opportunity
NH Vibrant, Inclusive and Prosperous Program RFP
Written Proposal Scoring Criteria

Schedule #1

Proposals were reviewed, evaluated, and scored by an evaluation committee. Evaluation of proposals were based on the following criteria for each component. Each criterion was scored according to the degree of responsiveness present in the proposal being evaluated.

1. Proposal Cover Sheet	Appendix A	Required	
2. Table of Contents	with Page Numbers	Required	
			100 Point Total
3. Proposal Narrative		Required	60 Point Total
A. Proposed Program Services	Max. Eight (8) Pages Max.	"	35 Points (of 60)
B. Demonstrated Ability / Past Performance	Eight (8) Pages	"	20 Points (of 60)
C. Conflict of Interest	Max. Two (2) Pages	"	5 Points (of 60)
4. Contractor Cover Sheet	Appendix B	Required	
5. Proposal Budget		Required	40 Point Total
A. Budget Narrative	Max. Four (4) Pages	"	
B. Budget Worksheet	Appendix C	"	
6. Staff Job Descriptions	Appendix D	Required	
7. State Assurances and Certification	Appendix E	Required	
8. WIOA Assurances and Certification	Appendix F	Required	
9. Miscellaneous	Max. Five (5) Pages	Optional	

**Department of Business and Economic Affairs
Office of Workforce Opportunity
NH Vibrant, Inclusive and Prosperous Program RFP
Proposal Review Committee**

Schedule #2

The following committee members from the State Workforce Innovation and Opportunity Board (SWIB) reviewed all proposals.

Scorers:

- **Ms. Kelly Clark – Regional Vice President, AARP New Hampshire, SWIB Board Member**
 - Ms. Clark has worked for AARP for 15 years and also works as an Adjunct Professor for Granite State College teaching a graduate level management and leadership program as well as human services and adult development courses. Prior to her current roles, Ms. Clark has a robust work history in both the non-profit and public service sectors. Ms. Clark has a B.S. in Accounting & Finance from the University of Maine, a M.A. in Public Policy & Management from the University of Southern Maine, a M.A. in Human Development from Fielding Graduate University, and a Ph.D. in Human and Organizational Systems from Fielding Graduate University. Ms. Clark was reappointed to the SWIB in 2022.
- **Mr. Tim Sink – President, Greater Concord Chamber of Commerce, SWIB Board Member**
 - Mr. Sink is the current President and CEO of the Greater Concord Chamber of Commerce, serving 950 businesses and organizations in the Capital Region. He has over 30 years of dedicated service to Concord area. Mr. Sink has a degree in Music Education from Notre Dame College and was reappointed to the SWIB in 2022.
- **Ms. Tina Kasim – Acting Director, Division of Economic Development, BEA, SWIB Board Member**
 - Ms. Kasim has worked for the Department of Business and Economic Affairs for over 10 years and in June 2021, she assumed the role as Deputy Director of the Division of Economic Development; she is currently Acting Director. Ms. Kasim has a M.A. in Media Communications from Webster University and a B.S. in Geography with a concentration in Tourism Development and a minor in Communications from Plymouth State University. Ms. Kasim was appointed to the SWIB in 2022.

**Department of Business and Economic Affairs
Office of Workforce Opportunity
NH Vibrant, Inclusive and Prosperous Program RFP
RFP Scoring Results**

Schedule #3

Proposer	Average Score	Rank	Funded (Yes/No)
Southern New Hampshire Services	88.33	2	Yes
MY TURN	61.00	4	No
LSI Business Development	46.67	5	No
International Institute of New England	90.33	1	Yes
Ascentria Community Services	87.67	3	No

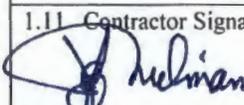
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Business and Economic Affairs		1.2 State Agency Address 100 North Main Street, Concord, NH 03301	
1.3 Contractor Name International Institute of New England		1.4 Contractor Address 2 Boylston Street, 3 rd Floor, Boston, MA 02116	
1.5 Contractor Phone Number (617) 695-1645	1.6 Account Number 03-22-22-220510-14530000-102-500731	1.7 Completion Date June 30, 2024	1.8 Price Limitation \$ 561,635.00
1.9 Contracting Officer for State Agency Joseph Doiron, Director, Office of Workforce Opportunity		1.10 State Agency Telephone Number (603) 271-7275	
1.11 Contractor Signature  Date: 5/17/22		1.12 Name and Title of Contractor Signatory Jeffrey Thielman, President & CEO	
1.13 State Agency Signature  Date: 5/25/2022		1.14 Name and Title of State Agency Signatory Taylor Caswell, Commissioner, Business & Economic Affairs	
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: <i>Isi Stacie M. Masser</i> On: May 26, 2022			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

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, regulation: 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 omission of the

Contractor Initials JT
Date 5/17/22

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.

EXHIBIT A

SPECIAL PROVISIONS

The Office of Management and Budget (OMB) guidelines governing the fiscal administration of federally funded programs defines the role of International Institute of New England (IINE) under this Agreement as that of a "Subrecipient" of federal funds (versus a contractor). Therefore, applicable OMB guidelines governing the role of a subrecipient shall be applied to IINE through this Agreement.

Business and Economic Affairs, a department within New Hampshire State government describes the legal document used to implement this service Agreement a "contract" for services. Therefore, all State contract rules and procedures shall be applied to IINE through this Agreement.

As a condition of this contract agreement, IINE (herein after referred to as "the Subrecipient") covenants and agrees that all funds received by the Subrecipient under this Agreement shall be used only as payment to the Subrecipient for referral and outreach services to adult Refugees, New Americans, and Immigrants and, in the furtherance of the aforesaid covenants, the Subrecipient hereby covenants and agrees to:

1. **Compliance with Federal and State Laws:** Enrollment in the Workforce Innovation and Opportunity Act (WIOA) Adult program shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Enrollment:** Enrollments shall be made in the Job Match System or as prescribed by the Department of Business and Economic Affairs, Office of Workforce Opportunity (BEA/OWO) or at such times as are prescribed by the WIOA or its successor regulations.
3. **Documentation:** The Subrecipient shall help procure the eligibility documentation for the WIOA Adult program and provide this to the Adult Program provider for eligibility determination.
4. **Grievance Procedures/Customer Complaints/Equal Opportunity:** The Subrecipient understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Subrecipient hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant shall be informed of his/her right to a fair hearing in accordance with the required grievance policy.
 - (a) The Subrecipient shall ensure that all applicants for WIOA Adult funded services receive a written grievance procedure notice, and that a signed copy attesting to the receipt of this information is included in the enrollment packet provided to the Adult program provider.
 - (b) The Subrecipient shall ensure that all personnel funded with WIOA Adult funds are trained in the grievance policy and procedure applicable for the funding source supporting this Agreement.
 - (c) The Subrecipient shall ensure that all personnel funded with WIOA Adult funds are trained in the Equal Opportunity (EO) law, policy and procedure applicable for the funding source supporting this Agreement, and that refresher training is provided annually.
 - (d) The Subrecipient shall ensure that the BEA/OWO EO Officer is informed immediately of any formal grievance filed by a program applicant or participant.

- (e) The Subrecipient shall respond either verbally or in writing to any complaint that does not constitute a formal grievance within two days from receipt of such complaint.
5. **Gratuities or Kickbacks:** The Subrecipient agrees that it is a breach of this Agreement to accept or make a payment, gratuity or offer of employment on behalf of the Subrecipient, any sub-contractor or subrecipient of the Subrecipient or the State in order to influence the performance of the Scope of Services detailed in Exhibit B of this Agreement. The State may terminate this Agreement and any sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Subrecipient, or sub-contractor or subrecipient of the Subrecipient.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Agreement or in any other document, Agreement or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Subrecipient for costs incurred for any purpose or for any services provided to any individual prior to the effective date of the Agreement.
7. **Maintenance of Records:** In addition to the participant records specified above, the Subrecipient covenants and agree to maintain the following records during the Agreement period:
- (a) **Fiscal Records:** books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Subrecipient in the performance of the Agreement, and all income received or collected by the Subrecipient during the Agreement period, are to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to BEA/OWO, 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 BEA/OWO
- (b) **Referral Records:** Records for each recipient of services during the Agreement period, which records shall include all records of pre-application and application (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to BEA/OWO to obtain payment for such services shall be maintained
8. **Audit:** The Subrecipient shall submit a copy of their annual audit report to BEA/OWO within 60 days after receiving the final and approved report from the auditor. The report must be prepared in accordance with the provision of Office of Management and Budget (OMB) Uniform Guidance 2 CFR Part 200 Subpart F "Audit Requirements" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- (a) **Audit and Review:** During the term of this Agreement and the period for retention hereunder, BEA/OWO, the United States Department of Labor, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts.
- (b) **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Agreement, it is understood and agreed that the Subrecipient shall be held liable for any state or federal audit exceptions and shall return to BEA/OWO, all payments made under the Agreement to which exception has been taken or which have been disallowed because of such an exception.

9. **Confidentiality of Records:** The Subrecipient agrees to maintain the confidentiality of any information regarding participants and their immediate families that may be obtained through application forms, interviews, tests, reports from public agencies or counselors, or any other source in accordance with the Personal Identifier Information policy and procedure. Without the permission of the applicant/participant such information shall be divulged only as necessary for purposes related to the performance or evaluation of this Agreement, and to persons having responsibilities under the Agreement:

- (a) The Subrecipient is responsible for taking reasonable steps to ensure the physical security of such data under its control.
- (b) The Subrecipient is responsible for ensuring each of its employees, vendors or subrecipients being involved with personal data or other confidential information are informed in the laws and regulations relating to confidentiality.
- (c) Each employee funded through this Agreement shall be required to sign a confidentiality statement provided by the Subrecipient and kept on file.

Mandated Systems: The Subrecipient will be responsible for maintaining a secure database to enter program-reporting data required by BEA/OWO and/or the US Department of Labor, relating to all participants served during the Agreement period.

10. **Disallowed Costs:** The Subrecipient will be solely responsible for paying BEA/OWO any and all disallowed costs associated with the misappropriation of federal funds. Disallowed costs may not be paid with any other federal funds.

11. **Veterans' Priority Provisions:** The subrecipient agrees to comply with the provisions of the "Jobs for Veterans Act" (JVA), Public Law 107-288 (38 USC 4215), as implemented by the Final Rule published on December 19, 2008 at 73 Fed. Reg. 78132. The JVA provides priority of service to veterans and spouses of eligible veterans for the receipt of employment, training, and placement services. Priority of service for veterans is a condition of receipt of US DOL funds.

12. **Buy American Notice Requirement:** To the greatest extent practicable, and the extent to which purchases are allowable in this Agreement, the subrecipient agrees to purchase American made equipment and products. (See WIOA Section 505-Buy American Requirements).

13. **Salary and Bonus Limitations:**

- (a) No funds available under this Agreement may be used by a recipient or subrecipient of such funds to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of the annual rate of basic pay prescribed for level II of the Executive Schedule under 5 U.S.C. 5313, which can be found at <https://www.opm.gov/>.
- (b) In instances where funds awarded under this agreement pay only a portion of the salary or bonus, the WIOA Adult funds may only be charged for the share of the employee's salary or bonus attributable to the work performed on the WIOA Adult grant. That portion cannot exceed the proportional Executive level II rate. The restriction applies to the sum of salaries and bonuses charged as either direct costs or indirect costs under WIOA Adult.
- (c) The limitation described in paragraph (a) of this section will not apply to contractors (as defined in 2 CFR 200.23) providing goods and services.

- (d) When an individual is working for the same recipient or Subrecipient in multiple offices that are funded by Title I of WIOA or the Wagner-Peyser Act, the recipient or Subrecipient must ensure that the sum of the individual's salary and bonus does not exceed the prescribed limit in paragraph (a) of this section.
14. **Intellectual Property Rights:** The Federal Government reserves a paid-up, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use for federal purposes:
- i) the copyright in all products developed under the grant, including a sub grant or contract under the grant or sub grant, and;
 - ii) rights of copyright to which the grantee, sub grantee or a contractor purchases ownership under an award (including, but not limited to, curricula, training models, technical assistance products, and any related materials) Such uses include, but are not limited to, the right to modify and distribute such products worldwide by any means, electronically or otherwise.
 - iii) Federal funds may not be used to pay any royalty or licensing fee associated with such copyrighted material, although they may be used to pay costs for obtaining a copy, which is limited to the developer/seller costs of copying and shipping. If revenues are generated through selling products developed with Agreement funds, including intellectual property, these revenues are program income. Program Income is added to the Agreement and must be expended for allowable Agreement activities.
15. If applicable, the following language needs to be included on all products developed, in whole or in part, with grant funds in accordance WIOA law:
- "This workforce product was funded by a grant awarded by the U.S. Department of Labor's Employment and Training Administration. This product was created by the grantee and does not necessarily reflect the official position of the U.S. Department of Labor. The Department of Labor makes no guarantees, warranties, or assurances of any kind, express or implied, with respect to such information, including any information on linked sites and including, but not limited to, accuracy of the information or its completeness, timeliness, usefulness, adequacy, continued availability, or ownership. The institution that created it copyrights this product. Internal use by an organization and/or personal use by an individual for non-commercial purposes is permissible. All other uses require the prior authorization of the copyright owner."*
16. **Rights to Inventions Made Under a Contract or Agreement:** If the Federal award meets the definition of "funding agreement" under 37 CFR §401-2 (a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
17. **Requirement to Provide Certain Information in Public Communications "Stevens Amendment"** (Public Law 116-94, Division A, Title V, Section 505): Pursuant to P.L. 116-94, Division A, Title V, Section 505, when issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all non-Federal entities receiving Federal funds shall clearly state:

- i. The percentage of the total costs of the program or project which will be financed with Federal money;
- ii. The dollar amount of Federal funds for the project or program; and
- iii. The percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

The requirements of this part are separate from those in the 2 CFR part 200 and, when applicable, both must be complied with.

18. **Certification Regarding Debarment and Suspension:** (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(a) The Subrecipient shall certify by signature to this agreement that to the best of their knowledge, neither the Subrecipient nor any of its principals:

- i. are presently or have been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal Agency or State Agency;
- ii. have within a five-year period preceding this agreement been convicted of, or had a civil judgment rendered against them for commission of fraud, a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or Agreement under a public transaction, violation of antitrust statutes; commission of embezzlement, theft, forgery, falsification or destruction of records, making false statements, or receiving stolen property;
- iii. are presently indicted for or criminally or civilly charged by a government entity (federal, state, or local) with the commission of any of the offenses enumerated in (b) of this certification; and
- iv. have not within a three-year period preceding this agreement had one or more public transactions (federal, state, or local) terminated for cause.

19. **Compliance with the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended:** Contracts and sub-grants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

20. **Compliance with Procurement of recovered materials:** The Subrecipient shall certify by signature to this agreement that they shall comply with Solid Waste Disposal Act to the extent that such provisions may apply to this agreement. See §200.322 Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section. 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that

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maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. [78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014).

21. **Breach of Contract:** Contracts and sub-awards for more than the Simplified Acquisition Threshold currently set at \$250,000, must address administrative, contractual, or legal remedies in instances where contractors/subrecipients violate or breach contract terms. The Subrecipient agrees to comply with the terms and conditions as set forth in the State Contract P-37 document #8, which provides for such sanctions and penalties as appropriate.
22. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity. In addition to the Event of Default/Remedies as outlined in number eight (8) of the NH P-37 Contract Document; BEA/OWO by thirty (30) day written notice, may terminate this agreement, in whole or in part, when it is in the best interests of BEA/OWO. For supplies, the Subrecipient shall be compensated in accordance with its auditable costs to point of notification of termination. For services, BEA/OWO shall be liable only for payment in accordance with the payment provisions of the agreement for the actual services rendered to the effective date of the termination.
23. **Equal Employment Opportunity.** As a condition to the award of financial assistance from the Department of Labor under Title I of WIOA, the Subrecipient assures that it has the ability to comply with the nondiscrimination and equal opportunity provisions of the following laws and will remain in compliance for the duration of the award of federal financial assistance:
 - (a) Section 188 of the Workforce Innovation and Opportunity Act (WIOA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, or political affiliation or belief, or against beneficiaries on the basis of either citizenship status or participation in any WIOA Title I-financially assisted program or activity;
 - (b) Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color and national origin;
 - (c) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
 - (d) The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age;
 - (e) Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.
 - (f) Compliance with 29 CFR part 38 and all other regulations implementing the laws listed above.
 - (g) The Subrecipient shall agree by signature to this agreement to comply with the requirement to include equal opportunity clause outlined below. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246

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Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.

24. During the performance of this Agreement, the Subrecipient agrees as follows:
- (a) The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Subrecipient will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
 - (b) The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
 - (c) The Subrecipient will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
 - (d) The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Subrecipients commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - (e) The Subrecipient will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
 - (f) The Subrecipient will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to their books, records, and accounts by the awarding agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 - (g) In the event of the Subrecipient's non-compliance with the nondiscrimination clauses of this Agreement or with any of such rules, regulations, or orders, this Agreement may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

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- (h) The Subrecipient will include the provisions of paragraphs (1) through (8) in every sub award or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub awardee or vendor. The Subrecipient will take such action with respect to any sub-award or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *provided*, however, that in the event the Subrecipient becomes involved in, or is threatened with, litigation with a sub awardee or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.
25. **Davis-Bacon Act, as amended (40 U.S.C. 3141-3148):** The Subrecipient shall certify by signature to this agreement that they are familiar with the Davis-Bacon Act and shall comply with the provisions of this act to the extent it is or becomes applicable to this agreement. When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors/subrecipients must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors/subrecipients must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or sub award must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts or sub awards must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
26. **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708):** The Subrecipient shall certify by signature to this agreement that they are familiar with the Contract Work Hours and Safety Standards Act and shall comply with the provisions of this act to the extent it is or becomes applicable to this agreement. Where applicable, all contracts and sub awards awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor/subrecipient must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
27. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352):** Contractors/Subrecipients that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any

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Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

28. **Prohibition on certain telecommunications and video surveillance services or equipment:** The Subrecipient agrees to comply with Public Law 115-232, section 889 regarding the prohibition on certain telecommunications and video surveillance services or equipment and agrees to not use any covered equipment or services produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). (See 2 CFR § 200.216).

EXHIBIT B

SCOPE OF SERVICES

Agreement Period: July 1, 2022 - June 30, 2024

Subrecipient: International Institute of New England (IINE)

This cost reimbursement Agreement for services between IINE and Department of Business and Economic Affairs, Office of Workforce Opportunity (OWO) will be for a term beginning July 1, 2022 and terminating on June 30, 2024, with an option to renew the Agreement for up to one additional year, as needed and approved by the Governor and Executive Council.

Total payments under this Agreement shall not exceed \$561,635.00 as reflected below and shall be expended consistent with an approved line item budget, which shall be negotiated with BEA/OWO.

The subrecipient will promote and provide outreach to the historically marginalized target populations for the VIP program. For the purposes of this program, these populations consist of communities of color, New Americans including immigrants and refugees, caregivers, women, the LGBTQ+ community, homeless individuals, single parents, and Veterans. The subrecipient will refer potential participants to our already contracted provider of statewide WIOA Adult programming. The subrecipient will screen potential participants to ensure that they are at least 18 or older and fall under one of the historically marginalized populations as listed above. If a potential participant meets the above minimum criteria, then the subrecipient will refer them to the current WIOA Adult program provider for further eligibility determination and service provision. The subrecipient will work closely with the State of New Hampshire's current WIOA Adult Program provider to assist eligible participants in obtaining necessary documentation required for participation in the program. The subrecipient will also be working in close coordination with other agencies to increase project visibility, increase program enrollments and employment outcomes for the VIP program.

In addition, the subrecipient will work with New Hampshire businesses to increase workforce opportunities for individuals from the targeted populations and promote the VIP program to NH businesses that have workforce vacancies. Businesses with workforce vacancies will be targeted to see how the vacancies can be filled by individuals from targeted populations. The subrecipient will work with businesses to identify the skills, abilities and training that is necessary for the vacant positions and provide this information to the current WIOA Adult program provider. The subrecipient will also provide technical assistance, consultation, coordination of efforts and ensure that strategic communication is continuously being maintained to maximize the success of the VIP program.

Funds authorized under this Agreement are for the sole purpose of implementing the VIP Workforce Program and shall not be used for any purpose other than those activities identified in the Statement of Work outlined in RFP #DBEA 2022-12, released 1/11/2022 – and/or in accordance with US DOL WIOA Adult program rules and regulations.

As a condition of this Agreement, IINE assumes responsibility for the specific operational, fiscal and monitoring responsibilities cited in this Agreement for the purpose of delivering services to WIOA Adult eligible participants and agrees to carry out these duties consistent with the conditions and terms of this Agreement, as well as all applicable federal and state laws, regulations and requirements. This includes maintaining appropriate and adequate internal controls as required by 2 CFR 200.302, 200.303 and 200.400.

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In addition, by signing this Agreement IINE acknowledges the substantial operational level oversight retained by the BEA/OWO under this Agreement for the duration of the Agreement performance period.

Deliverables

1. IINE will be responsible for all deliverables specified in the RFP and all deliverables shall be implemented consistent with the process and procedures outlined in the proposal submitted by IINE in response to the RFP, all of which are incorporated by reference into this Agreement.
2. IINE's total Outreach goal is 400 participants throughout the contract period of performance.
3. IINE's total referral goal to the WIOA Adult program provider is 300 throughout the contract period of performance.
4. Referrals and outreach efforts should reflect a good faith effort on the part of IINE to ensure that individuals meet the eligibility criteria of the WIOA Adult program.
5. IINE will screen potential candidates for the VIP program utilizing a number of different strategies as outlined in the proposal.
6. IINE will work with New Hampshire businesses to increase workforce opportunities for Immigrants, New Americans and Refugees.
7. IINE will conduct outreach engagement to employers to help fill vacant workforce needs with VIP participants.
8. IINE will work with businesses to identify the skills, abilities and training that is necessary for the vacant positions and provide this information to the WIOA Adult program.
9. IINE will work in close coordination with other agencies to increase project visibility, increase program enrollments and employment outcomes for the program,
10. IINE will provide technical assistance, consultation, coordination of efforts and ensure that strategic communication is continuously being maintained to maximize the success of the program.
11. IINE will maintain a staffing level adequate to effectively manage the VIP Workforce Program consistent with the requirements outlined in the RFP.
12. IINE will submit monthly reports on measurable actions taken are due to OWO by the 30th of the following month that provides updates on prior month's outreach and referrals in comparison to goals, business outreach and successes, participant success stories, and any issues of concern. A quarterly performance narrative and participant success stories are also required.
13. IINE will perform timely and accurate pre-enrollment data entry in the Job Match System (JMS) case management system to ensure current information is available for the WIOA Adult program provider.
14. IINE will be required to use a tracking system to manage outreach and referrals.
15. IINE will submit a written year-end program report no later than the last day of July following the program year-end date.
16. IINE will submit ad-hoc reports requested by BEA, as deemed necessary.

BEA reserves the right to adjust reporting requirements, upon mutual agreement with the subrecipient, if such adjustments are deemed necessary to meet program objectives.

System management requirements and reporting, the IINE shall:

- 1) Develop and maintain effective financial systems for the planning and budgeting of funds in accordance with regulations and applicable OMB guidelines.
- 2) Utilize the JMS system at the time of registration/intake to avoid incomplete information and/or re-work, and ensure that all Adult customer information is entered into the JMS system within a specified period in accordance with BEA policy and procedures.

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- 3) Notify BEA in writing of any JMS case management system problems, or any other system management issues that may interfere with the contractor's ability to monitor and/or report on local performance in a timely manner.
- 4) Comply with all established reporting requirements, ensuring accurate and timely submissions.
- 5) Be responsible for maintaining adequate technology and internet access to ensure timely data entry in the Job Match Case Management System.

EXHIBIT C

TERMS AND CONDITIONS OF PAYMENT

Agreement Period: July 1, 2022 - June 30, 2024

Subrecipient: **International Institute of New England (IINE)**

This cost reimbursement Agreement for services between IINE and Department of Business and Economic Affairs, Office of Workforce Opportunity (OWO) will be for a term beginning July 1, 2022 and terminating on June 30, 2024, with an option to renew the Agreement for up to one additional year, as needed and approved by the Governor and Executive Council.

Total payments under this Agreement shall not exceed \$561,635.00 as reflected below and shall be expended consistent with an approved line item budget, which shall be negotiated with BEA/OWO.

1. Subject to IINE's compliance with the terms and conditions of this Agreement, and for services provided consistent with the Scope of Services as outlined in Exhibit B and the RFP, BEA/OWO shall reimburse IINE up to a maximum total payment of \$561,635.00.
2. Payments for services under this Agreement are limited to reimbursement for actual expenses incurred in the fulfillment of this Agreement during the contract effective period. Reimbursement for expenses incurred after June 30, 2024 shall not be accepted for payment.
3. Line-item budgets shall be negotiated between the subrecipient and BEA/OWO.
4. Expenditures shall be in accordance with the approved line-item budget negotiated between IINE and BEA/OWO. IINE may amend the budget through line item increases, decreases or the creation of new line items only with prior written approval from BEA/OWO. Adjusted budgets shall not exceed the overall funding granted for the contract and shall not exceed the approved administration cost.
5. IINE has never received a negotiated indirect cost rate and, pursuant to the exceptions noted at 2 CFR 200.414 in the Cost Principles of the Uniform Guidance is eligible to charge a de minimis rate of 10% of modified total direct costs (see 2 CFR 200.1 for definition of MTDC) which may be used indefinitely, if elected to do so. This methodology must be used consistently for all Federal awards until IINE chooses to negotiate for an indirect cost rate, which they may apply to do at any time. (See 2 CFR 200.414 for more information on use of the de minimis rate and Appendix IV to Part 200 – Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations.)
6. Invoice for services and related expenses shall be billed monthly. Invoices are due by the 30th of the month following the reporting month.
 - a. At a minimum, all invoices shall be submitted in a format that includes the subrecipient's organization information, date of the invoice, due date, an invoice number, the services provided (including CFDA # 17.258), the time period under which those services were provided, and the amount due.
7. WIOA does not require the use of accrual accounting; however, accrual reporting is required by the US Department of Labor and therefore accruals must be included on all invoices for reimbursement.

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8. Reporting Administration Costs separate from Program Costs consistent with federal cash management policies and procedures.
9. An authorized representative of the subrecipient must sign request(s) for payment.
10. Payments may be withheld pending receipt of required deliverables as defined in Exhibit B of this contract.
11. A final annual payment request shall be submitted no later than forty-five (45) days from June 30th for each program year. Failure to submit a complete, accurate and timely final invoice by this date could result in non-payment.
12. Request(s) for payment for services performed shall be payable to IINE in accordance with the State of NH's 30-day statutory payment schedule.

Invoices shall be sent to: Laura.A.LeCain@livefree.nh.gov
Office of Workforce Opportunity
100 N. Main Street
Concord, NH 03301

Payment shall be made to: International Institute of New England
2 Boylston Street, 3rd Floor
Boston, MA 02116

14. IINE must have written authorization from BEA/OWO prior to using Agreement funds, to purchase any property or equipment with a cost in excess of \$250.00 and with a useful life beyond one-year and shall maintain an inventory of property and equipment either purchased or leased with funds made available through this Agreement for review upon request.
15. IINE must maintain a fixed asset inventory system that clearly identifies all non-expendable property with a life expectancy of one year or more and a unit price of \$250 or more, which is purchased or leased with grant funds, and in accordance with 2 CFR 200.313.
16. IINE will be required to submit to BEA a complete property inventory report that identifies all property (defined as a unit cost of \$250 or more) and equipment (defined as a unit cost of \$5,000 or more) at the end of each program year.
17. IINE shall maintain sufficient documentation on file in their offices to support invoice, funds, and make such documentation available for review by authorized BEA/OWO staff and/or its auditors.
18. IINE shall report expenditures by program year and will be responsible for achieving the financial performance goal of 100% expenditure of total funds budgeted annually unless otherwise agreed to in writing by BEA/OWO.
19. BEA/OWO reserves the right to request ad hoc financial and/or participant status reports in the event further information is needed to evaluate program effectiveness as deemed reasonable and necessary by BEA OWO and/or the State of New Hampshire.
20. IINE shall adhere to all fiscal management policies and procedures stipulated in the body of this Agreement, and all other applicable WIOA, federal, State and BEA/OWO cash management regulations and policies, including the USDOL requirement for accrual reporting.

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21. IINE is solely responsible for paying to BEA/OWO any disallowed costs associated with the misappropriation of federal funds, Disallowed costs may not be paid with federal funds, regardless of the funding source.
22. BEA/OWO reserves the right to increase and/or decrease Agreement funds subject to continued availability of federal funds, satisfactory performance of services, and approval by the Governor and Executive Council.
23. IINE's use of funds in this Agreement must be in accordance with any applicable Workforce Innovation and Opportunity Act (WIOA) program assurances.
24. IINE is prohibited from using federal funds awarded under this Agreement for the following items and/or activities: automobiles; lobbying; real property and improvements; cost of interest payments; membership dues; professional license; annual professional dues or fees; finance charges, late fees or penalties; and depreciation charges. This is not intended to be an all-inclusive list. IINE must review any proposed costs outside of the approved line item budget with BEA/OWO for final approval.
25. Notwithstanding anything to the contrary herein, the Subrecipient 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.

EXHIBIT D

CERTIFICATION REGARDING LOBBYING

The Subrecipient 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 Subrecipient's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF LABOR - CONTRACTORS

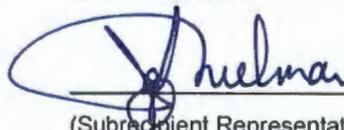
Programs (indicate applicable program covered): **Title I Workforce Innovation and Opportunity Act (WIOA) Programs**

Agreement Period: **July 1, 2022 through June 30, 2024**

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-1.)
- 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.



(Subrecipient Representative Signature)

Jeffrey Thielman, President & CEO

(Authorized Subrecipient Representative Name & Title)

International Institute of New England (IINE)

(Subrecipient Name)

5/17/22

(Date)

Subrecipient Initials JT

Date 5/17/22

EXHIBIT E

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

The Subrecipient 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 Subrecipient'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 Business and Economic Affairs (BEA) 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 BEA 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, BEA may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to B E A 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 BEA.
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," 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 Non-procurement 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 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, BEA may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

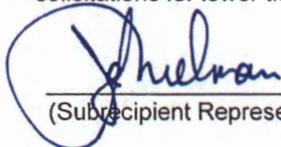
1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. 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;
 - c. 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
 - d. 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.
2. 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

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:

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- (b) 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).

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.



(Subrecipient Representative Signature)

Jeffrey Thielman, President & CEO

(Authorized Subrecipient Representative Name & Title)

International Institute of New England (IINE)
(Subrecipient Name)

5/17/22

(Date)

Subrecipient Initials JT

Date 5/17/22

EXHIBIT F

**CERTIFICATION REGARDING
COMPLIANCE WITH SECTIONS 504 OF THE REHABILITATION ACT
OF 1973, as
AMENDED AND AMERICANS WITH DISABILITIES ACT OF 1990**

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

The Subrecipient hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, and American's with Disabilities Act of 1990, as amended, and all requirements imposed by the applicable regulations (45 CFR Part 84) and guidelines and interpretations issued pursuant thereto.

Pursuant to subsection 84.5(a) of the regulations (45 CFR 84.5(a)), the Subrecipient gives this Assurance in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts, (except procurement contracts and contracts of insurance or guaranty), property, discounts, or other federal financial assistance extended by BEA/OWO after the date of this Assurance, including payments or other assistance made after such date on applications for federal financial assistance that were approved before such date. The Subrecipient recognizes and agrees that such federal financial assistance will be extended in reliance on the representation and agreements made in this Assurance and that the United States will have the right to enforce this Assurance through lawful means. This Assurance is binding on the Subrecipient, its successors, transferees, and assignees, and the person or person whose signatures appear below are authorized to sign this Assurance on behalf of the recipient.

This Assurance obligates the recipient for the period during which federal financial assistance is extended to it by BEA/OWO or, where the assistance is in the form of real property. For the period provided for in subsection 84.5(b) of the regulation (45CRF 84.5(b)).

 _____ Jeffrey Thielman, President & CEO
(Subrecipient Representative Signature) (Authorized Subrecipient Representative Name & Title)

International Institute of New England (IINE) _____ 5/17/22
(Subrecipient Name) (Date)

EXHIBIT G

**HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT**

The Subrecipient 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 and those parts of the HITECH Act applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Subrecipient 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.

BUSINESS ASSOCIATE AGREEMENT

(1) **Definitions.**

- a. "Breach" shall have the same meaning as the term "Breach" in Title XXX, Subtitle D, Sec. 13400.
- 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.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 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 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.501.
- 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, unreasonable, 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) 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, the Business Associate shall not, and shall ensure that its directors, officers, employees and agents, do 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.
- a. 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 HITECH Act, Subtitle D, Part 1, Sec. 13402 of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- b. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit B 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 Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.
- c. 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

Subrecipient Initials JT
Date 5/17/22

shall abide by any additional security safeguards.

(3) **Obligations and Activities of Business Associate.**

- a. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, including any security incident involving Covered Entity data, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402.
- b. The Business Associate shall comply with all sections of the Privacy and Security Rule as set forth in, the HITECH Act, Subtitle D, Part 1, Sec. 13401, and Sec.13404.
- c. 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.
- d. 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) b and (3) k herein. 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 pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard provision #13 of this Agreement for the purpose of use and disclosure of protected health information.
- e. 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.
- f. 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.
- g. 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.
- h. 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.
- i. 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.

- j. 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.
- k. 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 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 standard provision #10 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 G. 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**

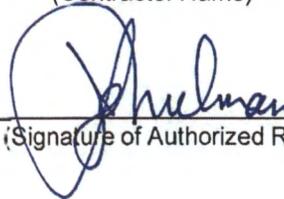
- a. **Definitions and Regulatory References.** All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, and the HITECH Act as amended from time to time. A reference in the Agreement, as amended to include this Exhibit G, to a Section 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 and the HITECH Act.
- e. Segregation. If any term or condition of this Exhibit G 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 G are declared severable.
- f. Survival. Provisions in this Exhibit G regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section 3 k, the defense and indemnification provisions of section 3 d and standard contract provision #13, shall survive the termination of the Agreement.

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

NH Department of Business and Economic Affairs
(State Agency Name)

International Institute of New England (IINE)
(Contractor Name)



(Signature of Authorized Representative)

(Signature of Authorized Representative)

Taylor Caswell, Commissioner
(Name of Authorized Representative)

Jeffrey Thielman, President & CEO
(Name of Authorized Representative)

5/25/2022
(Date)

5/17/22
(Date)

EXHIBIT H

**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 \$30,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$30,000 or more. If the initial award is below \$30,000 but subsequent grant modifications result in a total award equal to or over \$30,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (*Reporting Sub-award and Executive Compensation Information*), the Department of Business and Economic Affairs (BEA) must report the following information for any sub-award or contract award subject to the FFATA reporting requirements:

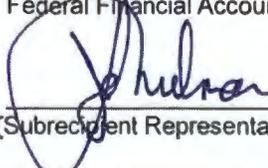
- 1) Name of entity
- 2) Amount of award
- 3) Funding agency
- 4) NAICS code for contracts / CFDA program number for grants
- 5) Program source
- 6) Award title descriptive of the purpose of the funding action
- 7) Location of the entity
- 8) Principle place of performance
- 9) Unique identifier of the entity (UEI #)
- 10) Total compensation and names of the top five executives if:
 - a. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25 million annually; and
 - b. 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 Subrecipient 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 Sub-award and Executive Compensation Information*), and further agrees to have the Subrecipient's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Subrecipient agrees to provide needed information as outlined above to the NH Department of Business and Economic Affairs and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.


(Subrecipient Representative Signature) Jeffrey Thielman, President & CEO
(Authorized Subrecipient Representative Name & Title)

International Institute of New England (IINE) 5/17/22
(Subrecipient Name) (Date)

FORM A

As the Contractor/Subrecipient 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 UEI number for your entity is: MTMCML95GNC9
- 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, sub-grants, and/or cooperative agreements?

YES _____ NO

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?

YES NO _____

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:
Name	Amount:

Subrecipient Initials JT
Date 5/17/22

EXHIBIT I

**CERTIFICATION REGARDING DRUG-FREE
WORKPLACE REQUIREMENTS**

The Subrecipient 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 Subrecipient'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 LABOR - 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. 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. Subrecipients using this form should send it to: NH Department of Business and Economic Affairs, Office of Workforce Opportunity, 100 North Main Street, Suite 100, Concord, NH 03301.

- (A) The grantee certifies that it will or will continue to provide a drug-free workplace by:
- (a) 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;
 - (b) Establishing an ongoing drug-free awareness program to inform employees about—
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - (c) 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);
 - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
 - (1) Abide by the terms of the statement; and
 - (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;
 - (e) Notifying the agency in writing, within ten calendar days after receiving notice

Subrecipient Initials JT
Date 5/17/22

NH Department of Business and Economic Affairs - Office of Workforce Opportunity (OWO)

under subparagraph (d)(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 has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—
- (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
 - (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;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

(B) The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

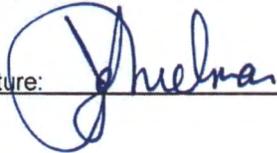
Place of Performance: 2 Boylston Street, 3rd Floor, Boston, MA 02116

Period Covered by this Certification: From: July 1, 2022 To: June 30, 2024

Subrecipient Name: International Institute of New England (IINE)

Name & Title of Authorized Representative: Jeffrey Thielman, President & CEO

Representative Signature:



Date:

5/17/22

EXHIBIT J

STATEMENT OF CONFIDENTIALITY

Every client has the right to privacy and confidentiality of his or her record. Information contained in an individual's case record is designated confidential under state and federal law.

All staff and employees of the Department of Business and Economic Affairs, Office of Workforce Opportunity (BEA/OWO), including agencies under agreement with BEA/OWO, are under an equal obligation to treat as confidential any information they may acquire, by any means, about an applicant, a recipient or former recipient.

The fact that an individual is a current or past participant in any US Department of Labor funded program administered by BEA/OWO is considered confidential information. Information about a client may be shared among staff of BEA/OWO (or contract agency) only as is necessary for the administration of the program(s) from which the individual is receiving services.

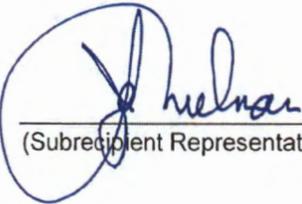
No information is to be shared outside of BEA/OWO (or the subrecipient) with anyone except with the informed written authorization of the client or the person authorized to give consent on the client's behalf. Clients must be advised of the information that will be shared and the time period this sharing will take place.

The Subrecipient and BEA/OWO shall share information with one another that is related to the service(s) provided and administration of the program as described in the contract without an additional release.

Without a specific release, discussions cannot include mention of any client names or facts that would identify an individual. Information cannot be given over the phone unless it is given directly to the client or an individual whom the client has designated, in writing, to act in their behalf. This prohibition applies to police officers, legislators, lawyers and others who assert a need to know confidential information. All third parties must provide written authorization of the client to discuss or receive confidential information.

Breaches of confidentiality will be regarded as a serious offense and grounds for disciplinary action.

The Subrecipient agrees to ensure that a signed confidentiality form is placed in the personnel file of all staff funded with Workforce Innovation and Opportunity Act (WIOA) funds.


(Subrecipient Representative Signature) Jeffrey Thielman, President & CEO
(Authorized Subrecipient Representative Name & Title)

International Institute of New England (IINE) 5/17/22
(Subrecipient Name) (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

Corporate Resolution

I, William Krause, hereby certify that I am duly elected Secretary of the
(Name)

International Institute of New England. I hereby certify the following is a true copy of a vote taken at
(Name of Corporation or LLC)

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.

VOTED: That Jeffrey Thielman, President & CEO is
(Name and Title)

duly authorized to enter into contracts or agreements on behalf of the

International Institute of New England with the State of New Hampshire and any of
(Name of Corporation or LLC)

its agencies or departments and further is authorized to execute any documents which
may in his/her judgment be desirable or necessary to effect the purpose of this vote.

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 to which this certificate is attached. 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: 5/21/2022

ATTEST: [Signature]
(Name and Title)

State of Massachusetts

County of Suffolk

Signed or attested before me on 12 day of May 2022 by William Krause (name(s)
of person(s)).

[Signature]
(Signature of notarial officer)

(Seal, if any)

Notary Public, State of Massachusetts

My commission expires March 2, 2021
(This may be a stamp)



Certificate of Authority #1

(Corporation or LLC – Non-specific, Open-ended)



**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, 2021 AND 2020**

INTERNATIONAL INSTITUTE OF NEW ENGLAND, INC.

Contents
September 30, 2021 and 2020

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50 Washington Street
Westborough, MA 01581
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Independent Auditor's Report

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

Report on the Financial Statements

We have audited the accompanying financial statements of International Institute of New England, Inc. (a Massachusetts nonprofit corporation), which comprise the statements of financial position as of September 30, 2021 and 2020, 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.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes 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.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements 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 entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of International Institute of New England, Inc. as of September 30, 2021 and 2020, 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.

AAFCPAs, Inc.

Boston, Massachusetts
March 28, 2022

INTERNATIONAL INSTITUTE OF NEW ENGLAND, INC.

Statements of Financial Position
September 30, 2021 and 2020

Assets	2021	2020
Current Assets:		
Cash	\$ 680,095	\$ 906,611
Short-term investments	300,000	400,000
Government contracts and contributions receivable	1,301,245	723,511
Accounts receivable	49,313	54,101
Prepaid expenses and other	75,712	17,744
Total current assets	2,406,365	2,101,967
Investments	7,919,112	6,772,529
Property and Equipment, net	1,738,963	1,588,536
Security Deposits	94,434	100,434
Total assets	\$ 12,158,874	\$ 10,563,466
Liabilities and Net Assets		
Current Liabilities:		
Accounts payable	\$ 40,733	\$ 59,503
Accrued expenses	268,166	347,866
Current portion of lease incentive	110,782	110,782
Conditional advances	55,197	57,924
Total current liabilities	474,878	576,075
Deferred Rent and Lease Incentive, net of current portion	632,991	751,328
Total liabilities	1,107,869	1,327,403
Net Assets:		
Without donor restrictions:		
Operating	9,203,985	7,968,322
Property and equipment	1,203,525	942,314
Total without donor restrictions	10,407,510	8,910,636
With donor restrictions	643,495	325,427
Total net assets	11,051,005	9,236,063
Total liabilities and net assets	\$ 12,158,874	\$ 10,563,466

The accompanying notes are an integral part of these statements.

INTERNATIONAL INSTITUTE OF NEW ENGLAND, INC.

Statements of Activities and Changes in Net Assets
For the Years Ended September 30, 2021 and 2020

	2021			2020		
	Without Donor Restrictions	With Donor Restrictions	Total	Without Donor Restrictions	With Donor Restrictions	Total
Revenues:						
Government contracts	\$ 3,919,032	\$ -	\$ 3,919,032	\$ 3,965,017	\$ -	\$ 3,965,017
Grants and contributions	1,924,356	1,503,795	3,428,151	1,747,787	675,977	2,423,764
Donated goods and services	617,041	-	617,041	560,288	-	560,288
Program service fees	272,470	-	272,470	229,059	-	229,059
Contracted services	63,242	-	63,242	159,183	-	159,183
Net assets released from program restrictions	1,035,727	(1,035,727)	-	639,210	(639,210)	-
Total revenues	<u>7,831,868</u>	<u>468,068</u>	<u>8,299,936</u>	<u>7,300,544</u>	<u>36,767</u>	<u>7,337,311</u>
Expenses:						
Program services	5,276,292	-	5,276,292	4,921,123	-	4,921,123
General and administrative	1,704,520	-	1,704,520	1,515,827	-	1,515,827
Fundraising	794,600	-	794,600	835,801	-	835,801
Total expenses	<u>7,775,412</u>	<u>-</u>	<u>7,775,412</u>	<u>7,272,751</u>	<u>-</u>	<u>7,272,751</u>
Changes in net assets from operations	<u>56,456</u>	<u>468,068</u>	<u>524,524</u>	<u>27,793</u>	<u>36,767</u>	<u>64,560</u>
Non-Operating Revenue (Expense):						
Investment return	1,155,418	-	1,155,418	382,836	-	382,836
Capital grants and and government contracts	-	135,000	135,000	35,832	150,000	185,832
Net assets released from capital restrictions	285,000	(285,000)	-	-	-	-
Loss on disposal of property and equipment	-	-	-	(42,514)	-	(42,514)
Total non-operating revenue (expense)	<u>1,440,418</u>	<u>(150,000)</u>	<u>1,290,418</u>	<u>376,154</u>	<u>150,000</u>	<u>526,154</u>
Changes in net assets	<u>1,496,874</u>	<u>318,068</u>	<u>1,814,942</u>	<u>403,947</u>	<u>186,767</u>	<u>590,714</u>
Net Assets:						
Beginning of year	<u>8,910,636</u>	<u>325,427</u>	<u>9,236,063</u>	<u>8,506,689</u>	<u>138,660</u>	<u>8,645,349</u>
End 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>

INTERNATIONAL INSTITUTE OF NEW ENGLAND, INC.

Statements of Cash Flows
For the Years Ended September 30, 2021 and 2020

	<u>2021</u>	<u>2020</u>
Cash Flows from Operating Activities:		
Changes in net assets	\$ 1,814,942	\$ 590,714
Adjustments to reconcile changes in net assets to net cash provided by (used in) operating activities:		
Capital grants and contracts	(135,000)	(185,832)
Investment return	(1,155,418)	(382,836)
Loss on disposal of property and equipment	-	42,514
Depreciation	326,275	299,534
Amortization of lease incentive	(110,784)	(110,784)
Donated stock	(173,945)	-
Changes in operating assets and liabilities:		
Accounts receivable	4,788	(12,481)
Government contracts and contributions receivable	(713,566)	310,780
Prepaid expenses and other	(57,968)	57,387
Security deposits	6,000	-
Accounts payable	(18,770)	(6,687)
Accrued expenses	(79,700)	(24,222)
Conditional advances	(2,727)	(26,940)
Deferred rent	(7,553)	4,695
Net cash provided by (used) in operating activities	<u>(303,426)</u>	<u>555,842</u>
Cash Flows from Investing Activities:		
Proceeds from sale/transfer of investments	282,780	200,050
Acquisition of property and equipment	<u>(476,702)</u>	<u>(202,390)</u>
Net cash used in investing activities	<u>(193,922)</u>	<u>(2,340)</u>
Cash Flows from Financing Activities:		
Capital grants and contracts	<u>270,832</u>	<u>50,000</u>
Net Change in Cash	(226,516)	603,502
Cash:		
Beginning of year	<u>906,611</u>	<u>303,109</u>
End of year	<u>\$ 680,095</u>	<u>\$ 906,611</u>
Supplemental Disclosure of Non-Cash Transactions:		
Unrealized gain on investments	<u>\$ 914,311</u>	<u>\$ 83,056</u>

INTERNATIONAL INSTITUTE OF NEW ENGLAND, INC.

Statement of Functional Expenses
 For the Year Ended September 30, 2021
 (With Summarized Comparative Totals for the Year Ended September 30, 2020)

	2021			2020	
	Program Services	General and Administrative	Fundraising	Total	Total
Personnel and Related:					
Salaries	\$ 2,537,585	\$ 808,301	\$ 422,893	\$ 3,768,779	\$ 3,851,030
Payroll taxes and fringe benefits	491,278	158,926	83,756	733,960	713,450
Donated services	570,121	-	-	570,121	513,454
Purchased and contracted services	90,020	212,677	66,384	369,081	228,811
Recruitment	1,996	123,776	-	125,772	3,564
Staff training	292	1,623	988	2,903	4,732
Total personnel and related	3,691,292	1,305,303	574,021	5,570,616	5,315,041
Occupancy:					
Rent and utilities	446,036	50,111	43,160	539,307	533,159
Depreciation	161,786	36,672	17,257	215,715	203,116
Equipment rental	7,803	2,873	1,295	11,971	15,334
Repairs and maintenance	73	1,073	-	1,146	2,537
Total occupancy	615,698	90,729	61,712	768,139	754,146
Other:					
Client assistance	617,377	-	-	617,377	361,974
Supplies and materials	93,956	25,727	2,435	122,118	62,684
Professional fees	-	115,693	-	115,693	110,711
Depreciation	82,920	18,795	8,845	110,560	96,418
Special events	-	-	109,356	109,356	220,806
Service charges	3,258	71,323	13,174	87,755	76,114
Telephone	47,338	1,207	2,055	50,600	61,640
Insurance	855	48,340	-	49,195	46,498
Donated goods	46,920	-	-	46,920	46,834
Dues and subscriptions	18,993	10,153	15,592	44,738	26,296
Travel, meetings and conferences	16,981	12,420	1,430	30,831	48,500
Printing	14,105	-	3,242	17,347	13,614
Postage	10,192	1,299	1,714	13,205	10,064
Storage	12,265	589	-	12,854	10,581
Miscellaneous	3,578	2,837	-	6,415	3,693
Advertising	564	105	1,024	1,693	7,137
Total other	969,302	308,488	158,867	1,436,657	1,203,564
Total expenses	\$ 5,276,292	\$ 1,704,520	\$ 794,600	\$ 7,775,412	\$ 7,272,751

INTERNATIONAL INSTITUTE OF NEW ENGLAND, INC.

Statement of Functional Expenses
For the Year Ended September 30, 2020

	<u>Program Services</u>	<u>General and Adminis- trative</u>	<u>Fundraising</u>	<u>Total</u>
Personnel and Related:				
Salaries	\$ 2,572,879	\$ 867,535	\$ 410,616	\$ 3,851,030
Payroll taxes and fringe benefits	483,114	151,974	78,362	713,450
Donated services	513,454	-	-	513,454
Purchased and contracted services	78,949	116,003	33,859	228,811
Recruitment	846	774	1,944	3,564
Staff training	2,330	1,827	575	4,732
Total personnel and related	<u>3,651,572</u>	<u>1,138,113</u>	<u>525,356</u>	<u>5,315,041</u>
Occupancy:				
Rent and utilities	427,811	67,662	37,686	533,159
Depreciation	152,337	34,530	16,249	203,116
Equipment rental	13,362	1,047	925	15,334
Repairs and maintenance	1,749	788	-	2,537
Total occupancy	<u>595,259</u>	<u>104,027</u>	<u>54,860</u>	<u>754,146</u>
Other:				
Client assistance	361,974	-	-	361,974
Supplies and materials	49,692	12,594	398	62,684
Professional fees	-	109,586	1,125	110,711
Depreciation	72,510	16,257	7,651	96,418
Special events	-	-	220,806	220,806
Service charges	10,480	51,510	14,124	76,114
Telephone	52,321	7,375	1,944	61,640
Insurance	12,639	33,859	-	46,498
Donated goods	46,834	-	-	46,834
Dues and subscriptions	11,387	10,861	4,048	26,296
Travel, meetings and conferences	25,337	22,075	1,088	48,500
Printing	6,060	5,331	2,223	13,614
Postage	6,683	1,303	2,078	10,064
Storage	10,304	277	-	10,581
Miscellaneous	1,034	2,659	-	3,693
Advertising	7,037	-	100	7,137
Total other	<u>674,292</u>	<u>273,687</u>	<u>255,585</u>	<u>1,203,564</u>
Total expenses	<u>\$ 4,921,123</u>	<u>\$ 1,515,827</u>	<u>\$ 835,801</u>	<u>\$ 7,272,751</u>

The accompanying notes are an integral part of these statements.

INTERNATIONAL INSTITUTE OF NEW ENGLAND, INC.

Notes to Financial Statements
September 30, 2021 and 2020

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 2021 and 2020, there were approximately 3,000 unduplicated people, from approximately 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).

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.

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 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. No allowance for doubtful accounts was deemed necessary as of September 30, 2021 or 2020.

INTERNATIONAL INSTITUTE OF NEW ENGLAND, INC.

Notes to Financial Statements
September 30, 2021 and 2020

2. SIGNIFICANT ACCOUNTING POLICIES (Continued)

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).

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.

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, 2021, and 2020, the Institute had no plans to sell this investment.

INTERNATIONAL INSTITUTE OF NEW ENGLAND, INC.

Notes to Financial Statements
September 30, 2021 and 2020

2. SIGNIFICANT ACCOUNTING POLICIES (Continued)

Revenue Recognition

Government Contracts, Grants and Contributions

The Institute's primary sources of revenue are from Federal and state government contracts. Amounts received under these contracts have been recorded in accordance with Accounting Standards Update (ASU) *Topic 958, Not-for-Profit Entities* (Topic 958). These contracts are considered nonreciprocal transactions because the general public receives the benefit as the result of the assets transferred. These conditional contributions are recognized as services are provided or qualifying costs are incurred.

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 the accompanying 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.

In accordance with Topic 958, 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.

A portion of the Institute's revenue is derived from cost-reimbursable and unit-rate contracts (contracts), which are conditioned upon certain performance requirements and/or the incurrence of allowable qualifying expenses. Amounts are recognized as revenue when the Institute has incurred expenditures in compliance with specific contract provisions. Amounts received prior to incurring qualifying expenditures are reported as conditional advances in the accompanying statements of financial position.

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. 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.

INTERNATIONAL INSTITUTE OF NEW ENGLAND, INC.

Notes to Financial Statements
September 30, 2021 and 2020

2. SIGNIFICANT ACCOUNTING POLICIES (Continued)

Revenue Recognition (Continued)

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.

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.

INTERNATIONAL INSTITUTE OF NEW ENGLAND, INC.

Notes to Financial Statements
September 30, 2021 and 2020

2. SIGNIFICANT ACCOUNTING POLICIES (Continued)

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

The Institute receives donated goods and services in various aspects of its program services. The value of the donated items is based on values assigned or estimates made by the donors. Donated goods include food and clothing; and donated services include legal, teaching, and consulting work. Donated items received were as follows:

	<u>2021</u>	<u>2020</u>
Donated services	\$ 570,121	\$ 513,454
Donated goods	<u>46,920</u>	<u>46,834</u>
	<u>\$ 617,041</u>	<u>\$ 560,288</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.

Subsequent Events

Subsequent events have been evaluated through March 28, 2022, 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, 2021 or 2020. 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.

INTERNATIONAL INSTITUTE OF NEW ENGLAND, INC.

Notes to Financial Statements
September 30, 2021 and 2020

2. SIGNIFICANT ACCOUNTING POLICIES (Continued)

Net Assets (Continued)

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>2021</u>	<u>2020</u>
Purpose restricted	\$ 643,495	\$ 175,427
Capital restricted	<u>-</u>	<u>150,000</u>
	<u>\$ 643,495</u>	<u>\$ 325,427</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 each of their first two years of employment. Employee contributions are vested immediately into the plan upon eligibility. The Institute made \$60,839 and \$60,174 of matching contributions to the plan during the years ended September 30, 2021 and 2020, respectively, which are included in payroll taxes and fringe benefits in the accompanying statements of functional expenses.

4. INVESTMENTS

Investments, which are stated at fair value (see Note 2) in the accompanying statements of financial position, are as follows:

<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 page 13)				<u>1,434,078</u>
Total investments				<u>\$ 8,219,112</u>

INTERNATIONAL INSTITUTE OF NEW ENGLAND, INC.

Notes to Financial Statements
September 30, 2021 and 2020

4. INVESTMENTS (Continued)

<u>2020</u>	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
Money market funds	\$ 1,200,058	\$ -	\$ -	\$ 1,200,058
Mutual funds:				
Equities	3,621,534	-	-	3,621,534
Fixed income	<u>1,019,733</u>	<u>-</u>	<u>-</u>	<u>1,019,733</u>
	<u>\$ 5,841,325</u>	<u>\$ -</u>	<u>\$ -</u>	5,841,325
Limited liability partnership (see below)				<u>1,331,204</u>
Total investments				<u>\$ 7,172,529</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 and on page 12 are intended to permit reconciliation of the fair value hierarchy to the amounts presented in the statements of financial position (see Note 2).

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, 2021 and 2020, \$300,000 and \$400,000, respectively, were reported as current short-term investments as management's intent is to use these funds for operations in the subsequent year.

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

5. CONCENTRATIONS

The Institute maintains its cash balances with two banks. 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.

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, 2021 and 2020, are as follows:

<u>Funder</u>	<u>Operating Revenue and Support %</u>		<u>Government Contracts, Contributions and Accounts Receivables %</u>	
	<u>2021</u>	<u>2020</u>	<u>2021</u>	<u>2020</u>
Commonwealth of Massachusetts	23%	21%	32%	37%
U.S. Committee for Refugees and Immigrants	21%	14%	13%	20%
State of New Hampshire	9%	9%	13%	18%
Private donor	-	1%	-	14%

INTERNATIONAL INSTITUTE OF NEW ENGLAND, INC.

Notes to Financial Statements
September 30, 2021 and 2020

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, 2021 and 2020, 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 2021 and 2020 were approximately \$43,000 and \$42,000, 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, 2021 and 2020, deferred rent was \$208,335 and \$215,888, 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 \$110,784 during each of the years ended September 30, 2021 and 2020, and is netted with rent and utilities in the accompanying statements of functional expenses.

The Institute leases program and administrative space under various operating leases and tenant-at-will agreements. These leases expire at various dates through January 2023. The leases require the Institute to maintain certain insurance coverage and pay for its proportionate share of real estate taxes and operating expenses.

The Institute entered into an operating lease agreement for program space in Lowell, Massachusetts, which commenced on July 1, 2021, with monthly payments of \$6,756 through June 30, 2031. Rent increases annually based on the Consumer Price Index, which is limited to a maximum annual increase of 3%. There are extension options for two additional five-year periods.

Facility rent expense under all leases was approximately \$521,000 and \$514,000 for the years ended September 30, 2021 and 2020, 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 through June 2022.

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

2022	\$ 669,029
2023	639,566
2024	635,853
2025	649,445
2026	565,488
Thereafter	<u>441,829</u>
Total	<u>\$ 3,601,210</u>

INTERNATIONAL INSTITUTE OF NEW ENGLAND, INC.

Notes to Financial Statements
September 30, 2021 and 2020

8. CONDITIONAL GOVERNMENT CONTRACTS AND GRANTS

Conditional Government Contracts and Grants

During fiscal years 2021 and 2020, 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 (see Note 2).

Conditional promises to give at September 30, 2021 and 2020, consist of:

	<u>2021</u>	<u>2020</u>
Incurring qualifying expenses	\$ 773,802	\$ 557,306
Subject to measurable performance barriers	<u>222,907</u>	<u>629,471</u>
Total conditional promises to give	<u>\$ 996,709</u>	<u>\$ 1,186,777</u>

Paycheck Protection Program Loan

During fiscal year 2020, the Institute applied for and was awarded a loan of \$884,501 from the Paycheck Protection Program (PPP) established by the Coronavirus Aid, Relief and Economic Security Act (CARES Act). The funds were used to pay certain payroll costs, including benefits during a covered period as defined in the CARES Act. The Institute believed there was less than a remote chance the loan would be forgiven, and therefore, accounted for it as a conditional grant. As of September 2020, the Institute recognized the full PPP loan amount of \$884,501 as grant revenue as the condition was met as of September 30, 2020, which is included in government contracts in the accompanying fiscal year 2020 statement of activities and changes in net assets. During fiscal year 2021, the entire PPP loan amount and related accrued interest were formally forgiven by the bank and the Small Business Administration.

9. RELATED PARTY TRANSACTIONS

The Institute's President and Chief Executive Officer (CEO) is also the Treasurer of the Board of Directors. Compensation and employee benefits for services provided as the President and CEO are determined by the independent members of the Board of Directors and are based on performance objectives.

The Institute's Chief Financial Officer was the Treasurer of the Board of Directors during fiscal year 2020.

INTERNATIONAL INSTITUTE OF NEW ENGLAND, INC.

Notes to Financial Statements
September 30, 2021 and 2020

10. 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>2021</u>	<u>2020</u>
Cash	\$ 680,095	\$ 906,611
Short-term investments	300,000	400,000
Government contracts and contributions receivable	1,301,245	723,511
Accounts receivable	<u>49,313</u>	<u>54,101</u>
	2,330,653	2,084,223
Less - donor restricted cash and contributions receivable	<u>643,495</u>	<u>325,427</u>
Total financial assets and liquidity resources available within one year	<u>\$ 1,687,158</u>	<u>\$ 1,758,796</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.

11. PROPERTY AND EQUIPMENT AND DEPRECIATION

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

	<u>2021</u>	<u>2020</u>
Leasehold improvements	\$ 2,354,140	\$ 1,955,962
Furniture and equipment	<u>680,966</u>	<u>679,676</u>
	3,035,106	2,635,638
Less - accumulated depreciation	<u>1,296,143</u>	<u>1,047,102</u>
Net property and equipment	<u>\$ 1,738,963</u>	<u>\$ 1,588,536</u>

Depreciation expense was \$326,275 and \$299,534 for the years ended September 30, 2021 and 2020, respectively.

12. CONTINGENCY

The COVID-19 pandemic in the United States has caused business disruption and a reduction in economic activity. While the disruption is currently expected to be temporary, there is considerable uncertainty around the duration. While the Institute expects this matter to negatively impact its operating results, the related financial impact and duration cannot be reasonably estimated at this time.

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
Jeffrey Thielman, President and CEO	President and CEO, International Institute of New England
Céline Mukasine, Treasurer	Chief Financial Officer, International Institute of New England

Staff Resumes:

Henry Harris, Managing Director

FTE: .10

Project Role: Responsible for overall program performance. Oversees all program staff.

Karen McCabe, ESL Manager

FTE: .10

Project Role: Incorporates understanding of WIOA requirements and processes into ESL classes.

Kayla Rossmeyssl, Senior Program and Contract Manager

FTE: 0.15

Project Role: Coordinates fulfillment of grant contract requirements and reporting.

Chris Ko, Associate Director of Research and Data

FTE: .10

Project Role: Tracks and internally reports on performance outcomes.

Sunita Pereira, ESL Instructor/Curriculum Designer

FTE: .20

Project Role: Teaches WIOA requirements/processes to ESL students.

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)

KAREN McCABE

Professional Experience
International Institute of New England (Manchester, NH)

*Education and Skills Training Manager 8/21-present

- Supervise team of six
- Teach basic literacy and intermediate classes
- Coordinate intakes, assessment, data collection and reporting

WIEGO, Ltd. (Women in Informal Employment: Globalizing and Organizing) 2010–present
(international research and advocacy network focused on informal workers)

*Consultant 2018–present

*Coordinator/Secretariat Manager for WIEGO Secretariat (at Harvard Kennedy School) 2010–2017

- Proofread and copyedit WIEGO publications, including Working Papers, Briefs, journal articles, and blog posts
- Maintain WIEGO databases, including FileMaker and Constant Contact
- Update [WIEGO website](#) using content management system and basic html
- Communicate in English, Spanish and French with representatives from international membership-based organizations of informal workers
- Produce newsletter for and about membership-based organizations

EveryoneOn 5/21-present

(nonprofit that connects low-income families to affordable internet service and computers, and delivers digital skills trainings)

* Digital Skills Instructor

- Teach beginning digital skills classes, in Spanish and English, via Zoom, to adults

Harvard Kennedy School (HKS) 2010–2021

WIEGO Secretariat (see above) 2010–2017

*Coordinator/Secretariat Manager for WIEGO Secretariat (see above)

Faculty Assistant Program 2014–2021

*Faculty Assistant providing support to Harvard Kennedy School faculty and students

Carr Center for Human Rights Policy 2018

*Events and Administrative Coordinator

Proofreading/editing*International Labour Organization* 2018–present

*Editor/Proofreader for ILO reports and training materials, focused on informal Workers and cooperatives (examples below)

- [Advancing cooperation among women workers in the informal economy: The SEWA Way](#)
- [Advancing cooperation – Summary Report](#)

Achievement Network 2012–present

*Proofreader for English and Math assessment tests and teacher materials

Cambridge Community Learning Center, Bridge to College Program	2012 – 2013
*Coach/Tutor for adults in Adult Basic Education college transition program	
Harvard University, Center for Workplace Development (Intern during graduate school)	2011
*Intern for Career Development Program	
Randolph Community Partnership, Inc. (English for Speakers of Other languages)	
*Educational Advisor and Teacher for adult ESOL and family literacy program	1998 – 2003 & 2007 – 2010
<ul style="list-style-type: none"> • Conducted BEST Plus assessments • Met with teachers to evaluate student placement and progress • Met with students to set and discuss steps towards meeting goals • Taught ESOL and Citizenship classes 	
Massachusetts Department of Education, Adult & Community Learning Services	
*Educational Specialist for Adult Basic Education (ABE)	2003 – 2007
<ul style="list-style-type: none"> • Provided technical assistance for ABE/ESOL programs in Massachusetts • Reviewed and approved budgets • Visited programs regularly to provide support and also conducted desk review and on-site monitoring • Assisted with materials preparation for conferences, trainings, and RFPs 	
Operation Bootstrap/Marshalls Distribution Center, Woburn, MA	2000 – 2003
*Coordinator and ESOL Teacher at Workplace Education Program	
Newbury College, Brookline, MA	1997 – 2000
*Financial Aid Officer for full-time and continuing education programs	
*Campus Director for Division of Continuing Education	
The Exchange Club, Trenton, NJ	1995 – 1996
*Volunteer Coordinator at organization serving homeless families	
Education	
Harvard University Graduate School of Education (Cambridge, MA) Ed.M. in International Education Policy	2011
Indiana University (Bloomington, IN) M.S. in Adult Education	2013
M.A. in Chinese	1994
Hamilton College (Clinton, NY) B.A. in Foreign Languages (Spanish/Chinese)	1992
Elementary Japanese (two semesters)	2020-2021
Haitian Creole Summer Institute, UMass Boston, Boston, MA	2005 & 2006

Presentations and Publications

- McCabe, H., & McCabe, K. (2013). Disability and family in China: Implementation, benefits, and comparison of two mutual support groups. *Journal of Intellectual and Developmental Disability*, 38(1), 12-22. 2013
- Online Higher Education in the USA* 2011
(presentation of a literature review to inform research for Centro de Investigación y Docencia Económicas; presented as part of Graduate Student Internship, Harvard Graduate School of Education HGSE)
- Teacher Training at Autism Programs in China* 2010
Harvard Graduate School of Education, East Asia Forum, Cambridge, MA
- McCabe, H., & McCabe, K. (2010). Creating support for Chinese families through video technology. *DISES Newsletter*, 20(3), pp. 6-7. 2010
- Disability in China: Progress, Challenges, and (The Five Project) Advocacy Efforts* (with Helen McCabe) Boston Ethical Society, Cambridge, MA 2009
- Promoting Support and Awareness for Autism and Other Disabilities in China* (with Helen McCabe) 2008 Annual TASH Conference, Nashville, TN 2008
- Service**
- Co-founder and Board President 2006-present
The Five Project for International Autism and Disability Support, Inc. (FIVE), Randolph, MA (*FIVE provides information and capacity building for disability organizations and families in China. I lead organizational management work, produce newsletters and mailings, update website, and provide translation assistance for volunteers in China.*)
- East Asia Forum Student Group, Harvard Graduate School of Education 2010–2011
Treasurer and member
- HGSE for Haiti Student Group, Harvard Graduate School of Education 2010–2011
Treasurer and founding member

Skills

Advanced proficiency in Spanish and Mandarin Chinese; beginning French, Haitian Creole, Portuguese
Computer skills include Microsoft Publisher, Excel, Outlook, FileMaker database, Zoom, Canvas, Google Drive, basic html for website updates

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**

Christian Ko

EDUCATION

Boston College, Chestnut Hill, MA
Bachelor in Economics - *magna cum laude*

Languages: Fluent in English, Spanish, Mandarin Chinese, and Hokkien; basic Russian and Japanese

WORK AND RESEARCH

International Institute of New England, Boston & Lowell, MA

Research, Monitoring, and Evaluation Manager

June 2018 – Present

- Maintain Salesforce and Apricot databases for regular reporting and data analysis across organizations three sites
- Establish standardized data collection protocols for long term program evaluation
- Developing key performance indicators to track programmatic outcomes
- Track programmatic data for quality assurance and development
- Review and revise reports for private, federal, and state contracts

Office Manager

July 2017 – June 2018

- Coordinate operations and administrative functions within the office
- Recruit staff and interns through ClearCompany database
- Reconcile purchases and expenses against site budget
- Maintain and repair technology and equipment
- Manage payroll for staff interpreters

Gateways for Growth, Lowell, MA

Research Lead

January 2019 – Present

- Coordinate with Chamber of Commerce, community leaders, and businesses to develop a strategic plan for Lowell
- Serve as liaison between Welcoming America, New American Economy, and the community of Lowell
- Speak at public engagements to present initiatives and research findings
- Engage wider group as part of the leadership team

Innovation Lab, Dr. Michael Barnett, Chestnut Hill, MA

Technology and Business Specialist

May 2016 – August 2017

- Reported directly to principal investigator Dr. Michael Barnett
- Organized logistics and over \$100,000 in funds for multiple summer programs
- Directed program leaders in research and creation of economic and science models
- Managed distribution of hydroponics and science equipment to teachers from different schools

College Bound Program Leader

January 2015 – May 2016

- Worked with six assistants to manage College Bound program with a focus on preparing science education for low income children in Boston Public Schools
- Developed experimental curriculum in multiple subjects for middle and high schoolers in Boston
- Managed Boston College hydroponics greenhouse that sold to local farmers markets and stores
- Translated business documents and research materials from English to other languages
- Represented Boston College at the USA Science and Engineering Festival

Harvard University Program for Evolutionary Dynamics, Cambridge, MA

Game Theory Research Assistant

February 2016 – August 2016

- Wrote Qualtrics program to study relationship between altruism and quality of work in a population
- Assisted in developing methods to study morality and altruism through the scope of game theory
- Developed STATA regressions for experiments

SKILLS

Technology

- Experienced in database administration as well as organization wide data security practices
- Databases: Bluehost, Salesforce, ADP, ClearCompany, Officewise, and Apricot

- Processing: Microsoft Excel, Word, PowerPoint, Outlook
- Design: Adobe Creative Suite, WordPress
- Data Analysis: Qualtrics and STATA

Management

- Received HR Knowledge training in interviewing, management, and welcome workplace
- Trained on recruiting processes for online platforms including but not limited to ClearCompany
- Staff, intern, and volunteer management experience

VOLUNTEER EXPERIENCE

Lowell National Historic Park (U.S. National Park Service)

Folk Festival

July 2019

- Coordinate volunteers from different groups during the Lowell Folk Festival

Saint Francis House, Boston, MA

Volunteer

Sep. 2014 – August 2017

- Work with the homeless population to match them with clothing that they require for job interviews and transition back into society
- Collect data as part of a process to help manage inventory and tackle specific shortages or surpluses in stock

OTHER EXPERTISE

- | | |
|------------------------------------|--------------------------------------------|
| • Customer Relations Databases | • Statistics |
| • Database Administration | • International Finance and Public Finance |
| • Data Security and Analysis | • Development Economics |
| • Financial Economics and Analysis | • Game Theory |
| • Econometric Methods | |

Sunita Pereira

Education

Afghan Cultural Orientation and Webinar November 2021.
 Became facilitator for Connections Program through NH Humanities July 2020.
 DOE Training 10/19/19 (Fall Conference)
 TABE 11&12 Certification Part 1/11 (10/11/2019)
 DOE Training for New Teachers October 2018 (Fall Conference)
 Casas: Appraisal Training March 2018

Master of Science: **Teaching English as a Foreign Language**, University of Southern New Hampshire, Manchester, New Hampshire (June 2017)

Management Program. (Cornell University, Ithaca, NY 2014)

Master of Science: Double major in Organizational Leadership and Training and Development.
 Southern New Hampshire University. September 2006

Osram Certified Lean Leader
 Osram Sylvania trained Lean Leader. 2005

Bachelor of Science: International Business Management and Business Administration
 Southern New Hampshire University, January 2002.

Osram Internal Certified Auditor
 Osram Sylvania Manchester. Internal ISO Auditor 2000
 Plant Safety auditor.

Instructor For ESL Education Program at IINE

March 2018 to Present

- Teach literacy strategies to immigrants and refugees to develop skills required to live and work in America.
- Prepare students for job-training and interviews.
- Teach students to achieve self-sufficiency and confidence.
- Tailor lessons to meet the IINE Curriculum and students' needs (student survey)
- Increase students' presentation skills.
- Encourage critical thinking and prepare students for CASAS testing.
- Create engaging learner-centered lessons that involved competitions, classroom discussions and STAR based and NH Humanities Reading Program.
- Facilitate in-class group discussions.
- Practice pronunciation and help student achieve a faster reading rate.

Teaching and Training Experience

Volunteer Tutor: December 2017

- Provide tutoring for three students who all have different needs.
- The goal is to encourage communication and confidence in these students who had professional roles in their respective countries.
- Correct the reading, writing and comprehension assignments. Encourage critical thinking when the mistakes are corrected.

Private English Tutor: May 2017 to December 2017

English Tutoring for middle school student.

- Review weekly vocabulary words from school and help with homework.
- Also assist with reading, pronunciation and comprehension.
- Designing and tailoring lesson plans to suit the student's English language needs.

Volunteer Teacher: February 2017 -December 2017

Bhutanese Center Manchester, NH (Building Center of Manchester)

- Teach literacy strategies to Liberian and Bhutanese students.
- Instruct classes pertaining to American civics and basic US geography.
- Prepare students for American citizenship test. Create assessments and mock U.S. citizenship interviews. Six students have graduated as citizens since August.
- Mentor and provide individualized support to students in areas of their weaknesses.
- Introduce and focus on public speaking and presentation and help to build their confidence.
- Help with the orientation of new arrivals to the center and explain resources available to them.
- Provided pastoral support to students.

Student Teacher EFL 599: May-June 2017

International Institute of New England and IEP at SNHU

- Tailored lessons to meet the IINE Curriculum.
- Met the students' needs of wanting to learn ten new words on a daily basis.
- Increased students' presentation skills.
- Encouraged critical thinking by asking questions after presentations on topics such as... personal hygiene.
- Encouraged and gave students constructive criticism on their presentation skills (Created and utilized a rubric).
- Created engaging learner-centered lessons that involved competitions, classroom discussions.
- Taught the Listening/Speaking and Writing/Reading to the IEP students at SNHU
- Facilitated in-class group discussions.

Facilitator/ Project Manager for a Call Center for Osram Sylvania in Mexico City. September 2014-September 2015.

- Facilitated the implementation of a call center in Mexico City.
- Primary duties were to oversee and validate the training of the new hires from Mexico who came for training to the U.S.
- Reported the gap and issues to the management on weekly basis and worked with the U.S. and Mexican teams to find solutions to the problems.
- Persuaded management to provide additional English business language training to the new hires in order to meet customer satisfaction.
- Ensured the “Readiness Standards” were met before going alive at the call center.

General Foreman and LEAN Leader: Osram Sylvania Manchester 2009-2014

- Had seven direct reports and between 500 to 150 indirect hourly reports.
- In charge of the training, safety, logistics and daily operations of the plant.
- Implemented the “Quick Response Quick Correction” on the factory floor in order for the associates to be empowered to fix their day to day issues.
- Helped to train and implement this program in the Kentucky Plants.
- Ensured the LEAN philosophy was practiced by holding “Kaizen events” to eliminate waste.
- Worked with management to perform safety and internal ISO audits.

Supervisor/Foreman and LEAN Leader: Osram Sylvania Manchester 1999-2009

- Had 50 direct reports.
- In charge of two production lines and oversaw the logistics and daily operations and safety aspects of the business.
- Encouraged productivity gains by holding associates responsible for their tasks by giving constructive feedback through expectations and individual employee appraisals.
- Held Kaizen events and trained associates and lean leaders in the LEAN philosophy.

Associate and Group Leader: Osram Sylvania Manchester 1987-1999

- In charge of training a diverse group of new associates on the production floor (Vietnamese, Bosnians, Mexicans and Americans)
- Scheduled the overtime.
- Performed internal audits to ensure the quality of the product met the standard.
- In charge of meeting the daily schedule.
- Encouraged teamplay in order the meet the department goals.

Assistant Principal at Josana Nursery school: Kisumu, Kenya 1983-1986

- Ensured the 8 teachers and 5 assistants used the Montessori method of teaching.

- In charge of curriculum to ensure the students passed the exam in order to get admission into the primary schools.
- Maintained the communication between the administration, primary schools and parents.

Academic and Community Service

- Member of Delta Mu Delta: Awarded the high honor in 2000.
- Member of the Indian Association of New Hampshire since 2006.
- Member of the Quarter Century Club of Osram Sylvania since 2013.
- Volunteer at the Bhutanese Center from February of 2017 to December 2017.
- Volunteer tutor at English for New Americans for December 2017.

Languages Spoken

- Born and grew up in Kenya, and therefore speak Swahili.
- My mother tongue is Gujrati, a dialect from the state of Gujrat in India.
- Also understand, Hindi, Urdu and Punjabi.
- Also speak limited French.

Technology

- Knowledge and working experience in Microsoft Office: Word, Excel, Access, Publisher, PowerPoint, Kronos, SAP, Peoplesoft, Apricot and Outlook
- Knowledge and working experience with basic office equipment

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	FTE	Amount Paid from this Contract
Henry Harris	Managing Director	\$94,500	.10	\$21,263
Karen McCabe	ESL Manager	\$58,552	.10	\$13,174
Kayla Rossmeissl	Senior Program and Contract Manager	\$70,000	.15	\$23,625
Chris Ko	Associate Director of Research and Data	\$78,000	.10	\$17,550
Sunita Pereira	ESL Instructor/Curriculum Designer	\$52,000	.20	\$23,400
TBH	Program Coordinator	\$50,398	1	\$113,396
TBH	Employer Outreach Specialist	\$45,448	1	\$23,400