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STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION FOR BEHAVIORAL HEALTH

Lori A. Weaver  
Commissioner

Katja S. Fox  
Director

129 PLEASANT STREET, CONCORD, NH 03301  
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October 28, 2024

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division for Behavioral Health, to enter into a **Sole Source** contract with NFI North, Inc. (VC# 177575), Contoocook, NH, in the amount of \$2,000,000 to establish an eight (8) single-person bedroom community residence that provides transitional housing to young adults, ages 18-26, who are experiencing mental illness and/or co-occurring mental illness and substance use conditions, effective upon Governor and Council approval through the Completion Date as specified in Exhibit A, Subsection 1.1, of the attached agreement. 100% Federal Funds.

Funds are available in the following account for State Fiscal Year 2025, and are anticipated to be available in State Fiscal Year 2026, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation through the Budget Office, if needed and justified.

**05-95-94-940010-2465 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: NEW HAMPSHIRE HOSPITAL, ARPA DHHS FISCAL RECOVERY FUND**

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2025	102-500731	Contracts for Prog Svc	00FRF602PH9551A	\$1,228,750
2026	102-500731	Contracts for Prog Svc	00FRF602PH9551A	\$771,250
			<b>Total</b>	<b>\$2,000,000</b>

**EXPLANATION**

This request is **Sole Source** because it was not competitively bid. The Contractor is the only identified provider able to stand up a community residence and provide the necessary transitional housing services within the timeframes as required in the attached agreement. The Contractor has demonstrated ability and experience with expeditiously standing up housing options for individuals experiencing mental illness and/or co-occurring mental illness and substance use conditions.

The purpose of this request is to support the purchase, renovation and furnishing of a building that will allow for the creation of an eight (8) single-person bedroom community residence program that will provide transitional housing, as well as to support the purchase of two (2) vehicles for the provision of transportation services that foster access to the broader community.

Approximately eight (8) community residence single-person bedrooms will become available by June 30, 2026.

The Contractor will purchase, renovate and furnish space to accommodate the eight (8) single-person bedroom community residence that will provide access to transitional housing and treatment options for young adults. The space will feature clinical meeting space, a family meeting room, a large dining room, and space large enough for group activities.

The contract will support Mission Zero, which aims to eliminate the challenge of people waiting in emergency departments for an acute inpatient psychiatric bed at a Designated Receiving Facility. The housing will allow people at New Hampshire Hospital to transition to the community, freeing up beds for those in acute crisis.

The Department will monitor the project by reviewing the monthly progress reports, conducting site visits, and reviewing the final report.

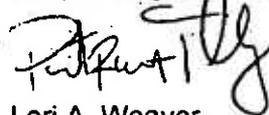
Should the Governor and Council not authorize this request, the State's ability to establish long-term sustainable solutions to New Hampshire's behavioral health bed shortage and to provide additional transitional housing and treatment options for young adults will be negatively impacted.

Area served: Statewide

Source of Federal Funds: Assistance Listing Number #21.027, FAIN # SLFRP0145

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

Respectfully submitted,



Lori A. Weaver  
Commissioner

**Subject:** Funds For Transitional Housing For Young Adults (SS-2025-DBH-30-FUNDS-01)

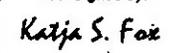
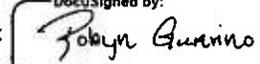
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name NFI North, Inc.		1.4 Contractor Address 40 Park Lane Contoocook, NH 03229	
1.5 Contractor Phone Number (603) 746-7550	1.6 Account Unit and Class TBD	1.7 Completion Date See Exh.A, Section 1.1	1.8 Price Limitation \$2,000,000
1.9 Contracting Officer for State Agency Robert W. Moore, Director		1.10 State Agency Telephone Number (603) 271-9631.	
1.11 Contractor Signature Signed by:  Date: 10/23/2024		1.12 Name and Title of Contractor Signatory Luke Reynard ED	
1.13 State Agency Signature DocuSigned by:  Date: 10/23/2024		1.14 Name and Title of State Agency Signatory Katja S. Fox Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 10/24/2024			
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, 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.

3.3 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. 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 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, 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 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. 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.

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 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

**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 and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. 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 age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4. 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 this Agreement and all rules, regulations and orders pertaining to 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 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

**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) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar 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.

**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) calendar 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) calendar 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. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

**10. PROPERTY OWNERSHIP/DISCLOSURE.**

10.1 As used in this Agreement, the word "Property" shall mean all data, 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 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure 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 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, 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.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 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.** The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. 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 State's sovereign immunity, 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 any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. 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 any 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. WAIVER OF BREACH.** A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

**17. 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.

**18. 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.

**19. CHOICE OF LAW AND FORUM.**

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. 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.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

**20. CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

**21. THIRD PARTIES.** This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

**22. 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.

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

**24. FURTHER ASSURANCES.** The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

**25. 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.

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

**New Hampshire Department of Health and Human Services  
Funds for Transitional Housing for Young Adults  
EXHIBIT A**

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**Revisions to Standard Agreement Provisions**

**1. Revisions to Form P-37, General Provisions**

1.1. Paragraph 3, Effective Date/Completion of Services, is amended by deleting subparagraph 3.3 in its entirety and replacing it as follows:

3.3 The Contract Completion Date is ten (10) years from the date the real property is first placed in service, defined as the day the first individual takes up residence at the property.

1.2. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.5 as follows:

12.5. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed, and if applicable, a Business Associate Agreement in accordance with the Health Insurance Portability and Accountability Act. Written agreements shall specify how corrective action shall be managed. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

**New Hampshire Department of Health and Human Services  
Funds for Transitional Housing for Young Adults  
EXHIBIT B**

**Scope of Services**

**1. Statement of Work**

- 1.1. The Contractor must purchase, renovate and furnish a residential property to operate a community residence program that provides transitional housing for young adults, ages 18 to 26, who are experiencing mental illness and/or co-occurring mental illness and substance use conditions in accordance with New Hampshire Administrative Rule He-M 1002, Certification Standards for Behavioral Health Community Residences, and New Hampshire Administrative Rule He-P 800, Residential Care and Health Facility Rules, Part 814, Community Residences at the Residential Care and Supported Residential Care Level, referenced as He-P 814; and ensure the residence accommodates:
  - 1.1.1. A minimum of 8 single-person bedrooms;
  - 1.1.2. Clinical meeting space;
  - 1.1.3. A family meeting room;
  - 1.1.4. A large dining room; and
  - 1.1.5. Space large enough for group activities.
- 1.2. The Contractor must ensure services are available statewide.
- 1.3. The Contractor must provide a Work Plan, subject to approval by the Department, within ten (10) business days of the Agreement Effective Date. The Work Plan must include, but is not limited to:
  - 1.3.1. A detailed plan for securing a community-based residential property to be acquired and converted for the transitional housing services.
  - 1.3.2. Identification and description of the tasks to be performed.
  - 1.3.3. Projected start, completion, and opening dates.
  - 1.3.4. Contingency planning as it relates to identified tasks.
- 1.4. Once the target property is identified, the Contractor must provide information to the Department regarding the proposed property, including, but not limited to location, size, proximity to community amenities, environmental fit for proposed population, and description of planned renovations. The property must be approved by the Department prior to purchase.
- 1.5. The Contractor must submit a Project Plan for renovation of the target property no later than ten (10) business days after acquisition of the property. The Project Plan must include a detailed description of the Contractor's plan to renovate the target property, including, but not limited to:
  - 1.5.1. A copy of the deed to the property.
  - 1.5.2. A narrative physical description of the property.

**New Hampshire Department of Health and Human Services  
Funds for Transitional Housing for Young Adults**

**EXHIBIT B**

- 1.5.3. Photographs of the property.
- 1.5.4. A description of any planned modifications or renovations and bid documentation.
- 1.5.5. A detailed timeline for the project, starting with the date of acquisition of the property, and ending with completion of the renovation. The project plan must include a description of necessary repairs, and a timeline for the necessary repairs.
- 1.6. The Contractor must purchase and install sufficient furniture, fixtures, and equipment at the property to support the community residence as described in Section 1.1.
- 1.7. The Contractor agrees to be solely responsible for any costs associated with the provision of services to the individuals residing at the target property.
- 1.8. The Contractor agrees to be solely responsible for any costs associated with ongoing property maintenance and operations.
- 1.9. The Contractor must facilitate on-site visits to demonstrate progress of renovations, and a tour of the final furnished space prior to occupancy by participants as requested by the Department.
- 1.10. The Contractor must operate as a community residence program as described in Section 1.1. and ensure it continues to be used for its original purpose for a minimum of ten (10) years from the date the property is placed in service, defined as the day the first individual takes up residence at the property.
- 1.11. The Contractor must purchase two (2) vehicles, subject to prior approval by the Department, for the provision of transportation services for individuals who reside at the property. The Contractor must ensure:
  - 1.11.1. Transportation is available for individual's ability to access the broader community; and
  - 1.11.2. Transportation services are provided at no cost to individuals in need of services.
- 1.12. The parties shall not exchange any confidential information regarding clients of the community residence program through this Agreement, which is intended to fund the purchase, renovations and furnishing of the property, and purchase of vehicles only.
- 1.13. The Contractor must participate in meetings with the Department on a quarterly basis, or as otherwise requested by the Department.
- 1.14. Reporting
  - 1.14.1. The Contractor must submit monthly progress reports by the 15<sup>th</sup> of the following month to the Department which includes, but is not limited to:

Initial  
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**New Hampshire Department of Health and Human Services  
Funds for Transitional Housing for Young Adults  
EXHIBIT B<sup>†</sup>**

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- 1.14.1.1. Project status – including if the activities are on target, ahead of schedule, or delayed; efforts in securing a real estate property; and progress of renovations.
- 1.14.1.2. Status of permits and licensing, as applicable; and
- 1.14.1.3. Timeline for opening and admitting residents, including any barriers or delays.
- 1.14.2. The Contractor must submit a final report within 30 days of completing all contract activities, or the contract's expiration, to ensure compliance which includes, but is not limited to:
  - 1.14.2.1. A detailed account of funding spent on approved uses during the term of the Agreement.
- 1.14.3. The Contractor must submit annual attestation reports for ten (10) years from the date the property is placed in service, defined as the day the first individual takes up residence at the property to ensure program compliance which includes, but is not limited to:
  - 1.14.3.1. The property and all furnishings and equipment acquired under this Agreement continue to be used for their original purpose as described in the Scope of Work of this Agreement.
- 1.14.4. The Contractor may be required to provide other key data and metrics to the Department in a format specified by the Department.

**2. Exhibits Incorporated**

- 2.1. The Contractor must comply with all Exhibit D Federal Requirements, which are attached hereto and incorporated by reference herein.

**3. Additional Terms**

**3.1. Impacts Resulting from Court Orders or Legislative Changes**

- 3.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

**3.2. Credits and Copyright Ownership**

- 3.2.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement must include the following statement: "The preparation of this (report, document etc.) was financed under an Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New

**New Hampshire Department of Health and Human Services  
Funds for Transitional Housing for Young Adults**

**EXHIBIT B**

Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.”

- 3.2.2. All materials produced or purchased under the Agreement must have prior approval from the Department before printing, production, distribution or use.
- 3.2.3. The Department must retain copyright ownership for any and all original materials produced, including, but not limited to reports, protocols, guidelines, brochures, posters, and resource directories.
- 3.2.4. The Contractor must not reproduce any materials produced under the Agreement without prior written approval from the Department.

**3.3. Operation of Facilities: Compliance with Laws and Regulations**

- 3.3.1. In the operation of any facilities for providing services, the Contractor must comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which must impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit must be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Agreement the facilities must comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and must be in conformance with local building and zoning codes, by-laws and regulations.

**4. Records**

- 4.1. The Contractor must keep records that include, but are not limited to:
  - 4.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor.
  - 4.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions,

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**New Hampshire Department of Health and Human Services  
Funds for Transitional Housing for Young Adults**

**EXHIBIT B**

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- labor time cards, payrolls, and other records requested or required by the Department.
- 4.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, which records must include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
- 4.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives must have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts.
- 4.3. If, upon further review, the Department must disallow any expenses claimed by the Contractor as costs hereunder, the Department retains the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

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**Payment Terms**

1. This Agreement is funded under a grant to the State of New Hampshire ("State") and subsequently through the Governor's Office for Emergency Relief and Recovery ("GOFERR") and the Department as approved by the Governor and Executive Council from the federal government through the Department of Treasury ("Treasury") through the American Rescue Plan Act of 2021 ("ARPA"), with 100% of the source of funds being the State and Local Fiscal Recovery Funds ("SLFRF") identified under the Catalog of Federal Domestic Assistance ("CFDA") number #21.027. The Federal Award Identification Number ("FAIN") for this award is SLFRP0145. This grant award is a subaward of SLFRF funds and any and all compliance requirements, as updated by Treasury, for use of SLFRF funds are applicable to the Subrecipient, without further notice. Treasury requirements are published and updated at <https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/state-and-local-fiscal-recovery-funds>.
2. For the purposes of this Agreement the Department has identified:
  - 2.1. The Contractor as a Subrecipient, based on criteria specified in 2 CFR 200.331.
  - 2.2. The Agreement as NON-R&D, in accordance with 2 CFR §200.332.
  - 2.3. The Indirect Cost Rate for this Agreement as 0%.
3. Payment shall be on a cost reimbursement basis for actual allowable expenditures incurred under this Agreement, and shall be in accordance with the approved line items, as specified in Exhibit C-1, Budget.
  - 3.1. Funds provided under this Agreement must be expended by June 30, 2026.
  - 3.2. The Department shall not reimburse the Contractor for any costs not allowable in accordance with federal requirements, or as otherwise not allowable in accordance with Treasury requirements specified in above Exhibit C, Section 1.
  - 3.3. The Department may recoup payments made under this Agreement, in whole or in part, in the event the Contractor fails to comply with the provisions of this Agreement, in whole or in part, and does not remedy any such failure to the Department's satisfaction. This Section survives termination and the Completion Date of this Agreement.
4. The Contractor shall submit an invoice to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Contractor shall ensure each invoice:
  - 4.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.

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**New Hampshire Department of Health and Human Services  
Funds for Transitional Housing for Young Adults  
EXHIBIT C**

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- 4.2. Is submitted in a format as provided by or otherwise acceptable to the Department.
- 4.3. Identifies and requests payment in accordance with Section 3 above.
- 4.4. Includes supporting documentation with each invoice, including, but not limited to:
  - 4.4.1. Receipts for purchases, and proof of expenditures, as applicable.
  - 4.4.2. Vehicle Identification Number (VIN) for each vehicle;
  - 4.4.3. Acquisition date and purchase price of each vehicle.
  - 4.4.4. Copy of the Title for each vehicle.
  - 4.4.5. Make and Model of each vehicle.
  - 4.4.6. Location and condition of each vehicle.
- 4.5. Is completed, dated and returned to the Department to initiate payment.
- 4.6. Is assigned an electronic signature and is emailed to [dbhinvoicesmhs@dhhs.nh.gov](mailto:dbhinvoicesmhs@dhhs.nh.gov) or mailed to:

Financial Manager  
Department of Health and Human Services  
129 Pleasant Street  
Concord, NH 03301
5. The Department shall make payments to the Contractor within thirty (30) calendar days only upon receipt and approval of the submitted invoice and required supporting documentation. The costs shall be incurred or obligated during the period of performance of the project, and shall be allowable, meaning that the costs must conform to specific federal requirements detailed in 2 CFR part 200 Subpart E.
6. The Contractor shall comply with the property management and procedures detailed in 2 CFR Part 200 Subpart D.
7. The final invoice and any required supporting documentation shall be due to the Department no later than forty (40) calendar days after the date listed in Section 3.1. above.
8. Notwithstanding Paragraph 18 of the General Provisions Form P-37, changes limited to adjusting direct and indirect cost amounts within the price limitation between budget class lines; as well as adjusting encumbrances between State Fiscal Years through the Budget Office, may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.

**New Hampshire Department of Health and Human Services  
Funds for Transitional Housing for Young Adults  
EXHIBIT C**

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- 8.1. The Contractor agrees to, as appropriate and to the extent consistent with law (2 C.F.R. 200.322), to the greatest extent practicable, give preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section "produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
9. The Contractor shall comply with the Copeland "Anti-Kickback Act (40 U.S.C. 3145).
10. Audits
- 10.1. The Contractor must email an annual audit to [dhhs.act@dhhs.nh.gov](mailto:dhhs.act@dhhs.nh.gov) if any of the following conditions exist:
- 10.1.1. Condition A - The Contractor is subject to a Single Audit pursuant to 2 CFR 200.501 Audit Requirements.
- 10.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b.
- 10.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
- 10.2. If Condition A exists, the Contractor shall submit an annual Single Audit performed by an independent Certified Public Accountant (CPA) to [dhhs.act@dhhs.nh.gov](mailto:dhhs.act@dhhs.nh.gov) within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.
- 10.2.1. The Contractor shall submit a copy of any Single Audit findings and any associated corrective action plans. The Contractor shall submit quarterly progress reports on the status of implementation of the corrective action plan.
- 10.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.

**New Hampshire Department of Health and Human Services  
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EXHIBIT C**

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- 10.4. The Contractor, regardless of the funding source and/or whether Conditions A, B, or C exist, may be required to submit annual financial audits performed by an independent CPA upon request by the Department.
- 10.5. In addition to, and not in any way in limitation of obligations of the Agreement, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Agreement to which exception has been taken, or which have been disallowed because of such an exception, within sixty (60) days.
11. The Contractor must ensure that any procurement using SLFRF funds, or payments under procurement contracts using such funds are consistent with the procurement standards set forth in the Uniform Guidance at 2 CFR 200.317 through 2 CFR 200.327, as applicable. The Uniform Guidance establishes in 2 CFR 200.319 that all procurement transactions for property or services must be conducted in a manner providing full and open competition, consistent with standards outlined in 2 CFR 200.320, which allows for non-competitive procurements only in circumstances where at least one of the conditions below is true: the item is below the micro-purchase threshold; the item is only available from a single source; the public exigency or emergency will not permit a delay from publicizing a competitive solicitation; or after solicitation of a number of sources, competition is determined inadequate. Subrecipients must have and use documented procurement procedures that are consistent with the standards outlined in 2 CFR 200.317 through 2 CFR 200.320.
12. The Contractor shall comply with 2 CFR part 200 Subpart D and the specific standards regarding financial reporting, accounting records, internal control, budget control, allowable cost, source documentation, and cash management outlined therein.
13. Property Standards
- 13.1. Insurance coverage.
- 13.1.1. The Contractor must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved in whole or in part with State funds under this Agreement as the Contractor provides to real property and equipment the Contractor owns outside of this Agreement.
- 13.2. Real property.
- 13.2.1. Subject to the obligations and conditions set forth in this section, title to real property acquired or improved in whole or in part with State funds under this Agreement (herein "real property") will vest upon acquisition with the Contractor.

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13.2.2. Except as otherwise provided by State statutes or by the Department, the Contractor must use the real property for the purpose originally authorized by the State as long as needed for that purpose, during which time the Contractor must:

13.2.2.1. Not dispose of or encumber its title or other interests without prior State approval.

13.2.2.2. Submit annual reports to the State as required in Exhibit B, Scope of Services, Section 1.14. Reporting, to confirm the real property continues to be used for the originally authorized purpose. When real property is no longer needed for the originally authorized purpose, the Contractor must obtain disposition instructions from the State. The instructions must provide for one of the following alternatives:

13.2.2.2.1. Retain title after compensating the State. The amount paid to the State will be computed by applying the State's percentage of participation in the cost of the original purchase (and costs of any improvements) to the fair market value of the property; However, in those situations where the Contractor is disposing of real property acquired or improved with State funds and acquiring replacement real property prior to expiration of this Agreement and any amendment thereof, the net proceeds from the disposition may be used as an offset to the cost of the replacement property;

13.2.2.2.2. Sell the property and compensate the State. The amount due to the State will be calculated by applying the State's percentage of participation in the cost of the original purchase (and cost of any improvements) to the proceeds of the sale after deduction of any actual and reasonable selling and fixing-up expenses. If the State appropriation funding this Agreement or any amendment thereof has not <sup>Initial</sup> been

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closed out, the net proceeds from sale may be offset against the original cost of the property. When the Contractor is directed to sell property, sales procedures must be followed that provide for competition to the extent practicable and result in the highest possible return; or

13.2.2.2.3. Transfer title to a third party designated/approved by the State. The Contractor is entitled to be paid an amount calculated by applying the State's percentage of participation in the purchase of the real property (and cost of any improvements) to the current fair market value of the property.

13.3. Equipment.

13.3.1. Equipment means tangible personal property (including information technology systems) purchased in whole or in part with State funds and that has a useful life of more than one (1) year and a per-unit acquisition cost which equals or exceeds \$5,000.

13.3.2. Subject to the obligations and conditions set forth in this section, title to equipment acquired with State funds will vest upon acquisition in the Contractor subject to the following conditions. The Contractor must:

13.3.2.1. Use the equipment for the authorized purposes of the project during the period of performance, or until the property is no longer needed for the purposes of the project.

13.3.2.2. Not encumber the property without approval of the State.

13.3.2.3. Use and dispose of the property in accordance with Section 13.3.3. and Section 13.3.4.

13.3.3. Use.

13.3.3.1. Equipment must be used by the Contractor in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by State

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funds, and the Contractor must not encumber the property without prior approval of the State. When no longer needed for the original program or project, the equipment may be used in other activities funded by the State.

13.3.3.2. During the time that equipment is used on the project or program for which it was acquired, the Contractor must also make equipment available for use on other projects or programs currently or previously supported by the State, provided that such use will not interfere with the work on the projects or program for which it was originally acquired. First preference for other use must be given to other programs or projects supported by the State that financed the equipment. Use for non-State-funded programs or projects is also permissible with approval from the State.

13.3.3.3. When acquiring replacement equipment, the Contractor may use the equipment to be replaced as a trade-in or sell the property and use the proceeds to offset the cost of the replacement property.

13.3.3.4. Management requirements. Procedures for managing equipment (including replacement equipment), whether acquired in whole or in part with State funding, until disposition takes place will, as a minimum, meet the following requirements:

13.3.3.4.1. Property records must be maintained that include a description of the property, a serial number or other identification number, the source of funding for the property, who holds title, the acquisition date, and cost of the property, percentage of State participation in the project costs for the Agreement under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.

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- 13.3.3.4.2. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two (2) years.
  - 13.3.3.4.3. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.
  - 13.3.3.4.4. Adequate maintenance procedures must be developed to keep the property in good condition.
  - 13.3.3.4.5. If the Contractor is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.
- 13.3.4. Disposition. When original or replacement equipment acquired with State funds is no longer needed for the original project or program or for other activities currently or previously supported by the State, except as otherwise provided by State statutes or in this Agreement, the Contractor must request disposition instructions from the State. Disposition of the equipment will be made as follows:
- 13.3.4.1. Items of equipment with a current per unit fair market value of \$5,000 or less may be retained, sold or otherwise disposed of with no further obligation to the State.
  - 13.3.4.2. Items of equipment with a current per-unit fair-market value in excess of \$5,000 may be retained by the Contractor or sold. The State is entitled to an amount calculated by multiplying the current market value or proceeds from sale by the State's percentage of participation in the cost of the original purchase. If the equipment is sold, the State may permit the Contractor to deduct and retain from the State's share \$500 or ten (10) percent of the proceeds, whichever is less, for its selling and handling expenses.
  - 13.3.4.3. The Contractor may transfer title to the property to an eligible third party provided that, in such cases, the Contractor must be entitled to

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**New Hampshire Department of Health and Human Services  
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compensation for its attributable percentage of the current fair market value of the property.

13.3.4.4. In cases where the Contractor fails to take appropriate disposition actions, the State may direct the Contractor to take disposition actions.

**13.4. Property Relationship and Liens**

13.4.1. Real property, equipment, and intangible property, that are acquired or improved with State funds must be maintained and preserved in good order by the Contractor for the beneficiaries of the project or program under which the property was acquired or improved. The State may require the Contractor to record liens or other appropriate notices of record to indicate that personal or real property has been acquired or improved with State funds and that use and disposition conditions apply to the property.

13.5. This Section 13. survives termination and the Completion Date of this Agreement.

Exhibit C-1, Budget

New Hampshire Department of Health and Human Services Contractor Name: NFI North, Inc. Budget Request for: Funds For Transitional Housing For Young Adults Budget Period: 0 Indirect Cost Rate (if applicable) 0.00%		
Line Item	Program Cost - Funded by DHHS - SFY 25	Program Cost - Funded by DHHS - SFY 26
1. Salary & Wages	\$0	\$0
2. Fringe Benefits	\$0	\$0
3. Consultants	\$0	\$0
4. Equipment		
Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	\$83,000	\$15,000
5.(a) Supplies - Educational	\$0	\$0
5.(b) Supplies - Lab	\$0	\$0
5.(c) Supplies - Pharmacy	\$0	\$0
5.(d) Supplies - Medical	\$0	\$0
5.(e) Supplies - Office	\$0	\$0
6. Travel	\$0	\$0
7. Software	\$0	\$0
8. (a) Other - Marketing/Communications	\$0	\$0
8. (b) Other - Education and Training	\$0	\$0
8. (c) Other - Other (specify below)	\$0	\$0
<i>8 Single-Person Bedroom Residential Building</i>	\$900,000	\$100,000
<i>Fees</i>	\$15,000	\$15,000
<i>Renovations</i>	\$153,250	\$459,750
<i>Vehicle #1</i>	\$60,000	\$0
<i>Vehicle #2</i>	\$0	\$60,000
<i>Furnishings</i>	\$17,500	\$121,500
<i>Other (please specify)</i>	\$0	\$0
9. Subrecipient Contracts	\$0	\$0
Total Direct Costs	\$1,228,750	\$771,250
Total Indirect Costs	\$0	\$0
<b>Subtotals</b>	\$1,228,750	\$771,250
	<b>TOTAL</b>	<b>\$2,000,000</b>

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 Contractor Initials: \_\_\_\_\_  
 Date: 10/23/2024

# New Hampshire Department of Health and Human Services Exhibit D – Federal Requirements

## SECTION A: CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

### ALTERNATIVE I - FOR CONTRACTORS OTHER THAN INDIVIDUALS

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

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

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

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

## New Hampshire Department of Health and Human Services Exhibit D – Federal Requirements

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- 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every contract officer on whose contract 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 Agreement;
  - 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
    - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
    - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
  - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific Agreement.

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

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

# New Hampshire Department of Health and Human Services Exhibit D – Federal Requirements

## SECTION B: CERTIFICATION REGARDING LOBBYING

The Contractor 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 Byrd Anti-Lobbying Amendment (31 U.S.C. 1352), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

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

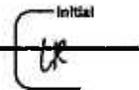
Programs (indicate applicable program covered):

- \*Temporary Assistance to Needy Families under Title IV-A
- \*Child Support Enforcement Program under Title IV-D
- \*Social Services Block Grant Program under Title XX
- \*Medicaid Program under Title XIX
- \*Community Services Block Grant under Title VI
- \*Child Care Development Block Grant under Title IV

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

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, loan, or cooperative agreement (and by specific mention 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, loan, or cooperative agreement (and by specific mention sub- contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, see <https://omb.report/icr/201009-0348-022/doc/20388401>
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, 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.

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## New Hampshire Department of Health and Human Services Exhibit D – Federal Requirements

### SECTION C: CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 12689 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

#### INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this Agreement, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this Agreement 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 <https://www.govinfo.gov/app/details/CFR-2004-title45-vol1/CFR-2004-title45-vol1-part76/context>.
6. The prospective primary participant agrees by submitting this Agreement that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties) <https://www.ecfr.gov/current/title-22/chapter-V/part-513>.

## New Hampshire Department of Health and Human Services Exhibit D – Federal Requirements

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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, DHHS may terminate this transaction for cause or default.

### PRIMARY COVERED TRANSACTIONS

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

### LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (Agreement), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
  - 13.1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
  - 13.2. Where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (Agreement).
14. The prospective lower tier participant further agrees by submitting this proposal (Agreement) 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.

## New Hampshire Department of Health and Human Services Exhibit D – Federal Requirements

### SECTION D: CERTIFICATION OF COMPLIANCE WITH FEDERAL REQUIREMENTS

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

The Contractor will comply, and will require any subcontractors to comply, with any applicable federal requirements, which may include but are not limited to:

1. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR 200).
2. The Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
3. The Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
4. The Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
5. The Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
6. The Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
7. The Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
8. The Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
9. 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
10. 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.
11. The Clean Air Act (42 U.S.C. 7401-7671q.) which seeks to protect human health and the environment from emissions that pollute ambient, or outdoor, air.

v1 6/23

Exhibit D  
Federal Requirements

Contractor's Initials

Date 10/23/2024

## New Hampshire Department of Health and Human Services Exhibit D – Federal Requirements

12. The Clean Water Act (33 U.S.C. 1251-1387) which establishes the basic structure for regulating discharges of pollutants into the waters of the United States and regulating quality standards for surface waters.
13. Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) (41 U.S.C. 1908) which establishes administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
14. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708) which establishes that all contracts 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).
15. Rights to Inventions Made Under a Contract or Agreement 37 CFR § 401.2 (a) which establishes the recipient or subrecipient 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 subrecipient 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.

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

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

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

1. By signing and submitting this Agreement, the Contractor agrees to comply with the provisions indicated above.

## New Hampshire Department of Health and Human Services Exhibit D – Federal Requirements

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### SECTION E: CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

## New Hampshire Department of Health and Human Services Exhibit D – Federal Requirements

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### SECTION F: 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 Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) 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 Entity Identifier (SAM UEI; DUNS#)
10. Total compensation and names of the top five executives if:
  - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
  - 10.2. Compensation information is not already available through reporting to the SEC.  
Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

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

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

# New Hampshire Department of Health and Human Services Exhibit D – Federal Requirements

## FORM A

As the Grantee 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 (SAM.gov) number for your entity is: NE8XHAMHZ6V8
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

           NO                        x   YES

If the answer to #2 above is NO, stop here  
If the answer to #2 above is YES, please answer the following:

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

           NO                                 YES

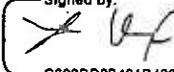
If the answer to #3 above is YES, stop here  
If the answer to #3 above is NO, please answer the following:

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

Name: _____	Amount: _____

Contractor Name: NFI North

10/23/2024  
Date: \_\_\_\_\_

Signed by:   
C692DD284017D430  
 Name: Luke Reynard  
 Title: ED

# State of New Hampshire

## Department of State

### CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that NFI NORTH, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on July 06, 1992. 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: 175745

Certificate Number: 0005764736



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 22nd day of April A.D. 2022.

A handwritten signature in black ink, appearing to read "D. Scanlan".

David M. Scanlan  
Secretary of State

**CERTIFICATE OF AUTHORITY**

I, Bruce Farenwald, hereby certify that:  
(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Clerk/Secretary/Officer of NFI North, Inc.  
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on March 24, 2024, at which a quorum of the Directors/shareholders were present and voting.  
(Date)

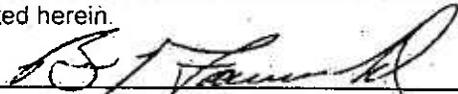
VOTED: Luke Reynard, Executive Director (may list more than one person)  
(Name and Title of Contract Signatory)

is duly authorized on behalf of NFI North, Inc. to enter into contracts or agreements with the State  
(Name of Corporation/ LLC)

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

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

Dated: 10-17-24



Signature of Elected Officer

Name: Bruce Farenwald

Title: Treasurer



# **NFI North Mission Statement**

Inspiring and empowering people to reach their full potential so that they can live successfully within their own home and community

**NFI NORTH, INC.**  
**FINANCIAL STATEMENTS**  
**YEAR END JUNE 30, 2024**



CPAs | CONSULTANTS | WEALTH ADVISORS

[CLAconnect.com](http://CLAconnect.com)

**NFI NORTH, INC.  
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YEAR END JUNE 30, 2024**

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CliftonLarsonAllen LLP  
CLAconnect.com

## INDEPENDENT AUDITORS' REPORT

Board of Directors  
NFI North, Inc.  
Contoocook, New Hampshire

### Report on the Audit of the Financial Statements

#### *Opinion*

We have audited the accompanying financial statements of NFI North, Inc., which comprise the statement of financial position as of June 30, 2024, and the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of NFI North, Inc. as of June 30, 2024, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

#### *Basis for Opinion*

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of NFI North, Inc. and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

#### *Responsibilities of Management for the Financial Statements*

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

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

Board of Directors  
NFI North, Inc.

***Auditors' Responsibilities for the Audit of the Financial Statements***

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

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we:

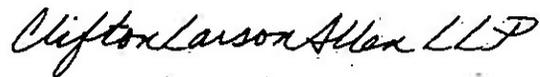
- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining,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

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

Board of Directors  
NFI North, Inc.

**Other Reporting Required by *Government Auditing Standards***

In accordance with *Government Auditing Standards*, we have also issued our report dated September 30, 2024, on our consideration of NFI North, Inc.'s internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of NFI North, Inc.'s internal control over financial reporting or on compliance. That report is an integral part of an audit performed with *Government Auditing Standards* in considering NFI North, Inc.'s internal control over financial reporting and compliance.



**CliftonLarsonAllen LLP**

Boston, Massachusetts  
September 30, 2024

**NFI NORTH, INC.**  
**STATEMENT OF NET POSITION**  
**JUNE 30, 2024**

**Assets**

<b>Current assets:</b>	
Cash and equivalents	\$ 7,116,823
Accounts receivable, net	7,438,921
Prepaid expenses and other current assets	193,479
Due from affiliate (note 10)	172,742
Investments (note 4)	5,193,750
Total current assets	<u>20,115,715</u>
<b>Property and equipment:</b>	
Land	974,781
Buildings and improvements	12,922,227
Equipment and furnishings	882,329
Vehicles	1,626,500
	<u>16,405,837</u>
Less accumulated depreciation	(7,743,454)
Property and equipment, net	<u>8,662,383</u>
Lease right-of-use assets	67,317
Other assets	<u>282,074</u>
Total assets	<u>\$ 29,127,489</u>

**Liabilities and Net Assets**

<b>Current liabilities:</b>	
Current portion of long-term debt (note 5)	\$ 182,899
Current portion of operating lease liabilities (note 6)	33,171
Accounts payable	297,997
Accrued payroll and related liabilities	2,056,241
Other accrued expenses	1,960,834
Deferred revenue	149,668
Total current liabilities	<u>4,680,810</u>
<b>Long-term liabilities:</b>	
Long-term debt, net of current portion (note 5)	2,352,754
Operating lease liabilities, net of current portion (note 6)	33,245
Total long-term liabilities	<u>2,385,999</u>
Total liabilities	<u>7,066,809</u>
<b>Net assets:</b>	
Without donor restrictions	21,697,715
With donor restrictions	362,965
Total net assets	<u>22,060,680</u>
Total liabilities and net assets	<u>\$ 29,127,489</u>

See accompanying Notes to Financial Statements.

**NFI NORTH, INC.  
STATEMENT OF ACTIVITIES  
YEAR END JUNE 30, 2024**

Changes in net assets without donor restrictions:	
Revenues and other support:	
Contracts, net	\$ 45,318,236
Contributions:	
Contributed nonfinancial assets	1,154,633
Other	74,746
Interest and dividends	502,708
Miscellaneous	444
	47,050,767
Net assets released from restrictions	162,611
Total revenues and other support	47,213,378
Expenses:	
Program services	40,245,200
Supporting services	4,487,311
Total expenses	44,732,511
Increase in net assets without donor restrictions before nonoperating activities	2,480,867
Nonoperating activities:	
Net realized and unrealized gain on investments	319,447
Gain on sale of property and equipment	54,610
Increase in net assets without donor restrictions	2,854,924
Changes in net assets with donor restrictions:	
Contributions and grants	162,921
Net assets released from restrictions	(162,611)
Increase in net assets with donor restrictions	310
Increase in net assets	2,855,234
Net assets at beginning of year	19,205,446
Net assets at end of year	\$ 22,060,680

See accompanying Notes to Financial Statements.

**NFI NORTH, INC.**  
**STATEMENT OF FUNCTIONAL EXPENSES**  
**YEAR END JUNE 30, 2024**

	<u>Program services</u>	<u>Supporting services</u>	<u>Total</u>
Personnel expenses:			
Salaries, payroll taxes and employee benefits	\$ 28,621,372	\$ 2,116,686	\$ 30,738,058
Other expenses:			
Contracted services	4,535,521	1,868,632	6,404,153
Other direct costs	1,879,820	268,483	2,148,303
Contributed nonfinancial assets	1,154,633	-	1,154,633
Consumables	1,049,959	-	1,049,959
Occupancy	953,240	49,814	1,003,054
Transportation	799,099	49,390	848,489
Equipment	246,607	51,431	298,038
Interest	87,516	10,745	98,261
	<u>10,706,395</u>	<u>2,298,495</u>	<u>13,004,890</u>
Depreciation and amortization	917,433	72,130	989,563
	<u>11,623,828</u>	<u>2,370,625</u>	<u>13,994,453</u>
<b>Total expenses</b>	<u><u>\$ 40,245,200</u></u>	<u><u>\$ 4,487,311</u></u>	<u><u>\$ 44,732,511</u></u>

See accompanying Notes to Financial Statements.

**NFI NORTH, INC.  
STATEMENT OF CASH FLOWS  
YEAR END JUNE 30, 2024**

Cash flows from operating activities:	
Increase in net assets	\$ 2,855,234
Adjustments to reconcile increase in net assets to net cash provided by operating activities:	
Depreciation and amortization	989,563
Gain on sale of property and equipment	(54,610)
Net realized and unrealized gain on investment	(319,447)
Amortization of right-of-use asset	60,832
Changes in assets and liabilities:	
Accounts receivable, net	(2,480,748)
Prepaid expenses and other current assets	(2,967)
Due from affiliate	(172,742)
Other assets	(47,080)
Accounts payable	(35,180)
Accrued payroll and related liabilities	345,231
Other accrued expenses	830,530
Due to affiliate	(60,422)
Deferred revenue	134,736
Operating lease liabilities	(56,249)
Net cash provided by operating activities	<u>1,986,681</u>
 Cash flows from investing activities:	
Purchases of property and equipment	(3,313,494)
Purchases of investments	(1,487,466)
Proceeds from sale of property and equipment	55,500
Proceeds from sale of investments	1,351,024
Net cash used in investing activities	<u>(3,394,436)</u>
 Cash flows from financing activities:	
Repayments of long-term debt	(181,977)
Net cash used in financing activities	<u>(181,977)</u>
 Net decrease in cash and equivalents	(1,589,732)
 Cash and equivalents at beginning of year	<u>8,706,555</u>
 Cash and equivalents at end of year	<u>\$ 7,116,823</u>
 Supplemental data:	
Cash paid for interest	\$ 98,261

See accompanying Notes to Financial Statements.

**NFI NORTH, INC.**  
**NOTES TO FINANCIAL STATEMENTS**  
**JUNE 30, 2024**

**NOTE 1 PRINCIPAL ACTIVITY AND SIGNIFICANT ACCOUNTING POLICIES**

**Organization**

NFI North, Inc. (NFIN) is a nonprofit organization whose purpose is to provide community-based social services to individuals and their families. NFIN is a subsidiary of North American Family Institute, Inc. (NAFI), which is the sole member of NFIN's board of directors. Substantially all of NFIN's revenues are derived from services contracted with the States of Maine and New Hampshire Departments of Human Services, Children, Youth and Families, Medicaid, Medicare, private pay, and local public school districts.

**Basis of Presentation**

The accompanying financial statements, which are presented on the accrual basis of accounting, have been prepared to focus on NFIN as a whole and to present balances and transactions according to the existence or absence of donor-imposed restrictions. Accordingly, net assets and changes therein are classified as follows:

*With donor restrictions* – Net assets subject to donor-imposed stipulations that may or will be met by actions of NFIN and/or the passage of time.

*Without donor restrictions* – Net assets not subject to donor-imposed stipulations.

Revenues are reported as increases in net assets without donor restrictions unless use of the related assets is limited by donor-imposed restrictions and/or time restrictions. Expenses are reported as decreases in net assets without donor restrictions. Gains and losses on investments and other assets or liabilities are reported as increases or decreases in net assets without donor restrictions unless their use is restricted by explicit donor stipulations or law. Expirations of restrictions on net assets with donor restrictions are reported as reclassifications between the applicable classes of net assets. Expirations of restrictions with donor restrictions occur when donor-imposed stipulated purposes have been accomplished and/or the stipulated time period has elapsed. If an expense is incurred for a purpose for which both net assets with and without donor restrictions are available, a donor-imposed restriction is fulfilled to the extent of the expense incurred unless the expense is for a purpose that is directly attributable to another specified external source of revenue.

**Adoption of New Accounting Standards**

In 2024, NFIN adopted FASB ASU 2016-13, Financial Instruments – Credit Losses (Topic 326): *Measurement of Credit Losses on Financial Instruments*, as amended, which modifies the measurement of expected credit losses. NFIN adopted this new guidance using the modified retrospective transition method. The adoption of this Standard did not have a material impact on NFIN's financial statements but did change how the allowance for credit losses is determined.

**Cash and Equivalents**

All short-term investments with an original maturity at purchase of three months or less are considered cash equivalents for purposes of the statement of cash flows. Cash and equivalents within investment accounts are considered to be investments for purposes of the statement of cash flows.

**NFI NORTH, INC.**  
**NOTES TO FINANCIAL STATEMENTS**  
**JUNE 30, 2024**

**NOTE 1 PRINCIPAL ACTIVITY AND SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

**Accounts Receivable**

NFIN carries its accounts receivable net of an allowance for credit losses. The allowance is determined to present the net amount of accounts receivable expected to be collected. The allowance represents the expected credit losses based on historical experience, current economic conditions, and certain forward-looking information. The allowance is evaluated on a periodic basis based on an assessment of outstanding balances for all accounts over 90 days past due. Those balances deemed by management to have potential collectability issues are charged to the allowance for credit losses accounts. As of June 30, 2024, the allowance was \$47,658.

**Income Taxes**

NFIN is an organization described under Section 501(c)(3) of the Internal Revenue Code (IRC) and is generally exempt from income taxes under IRC Section 501(a). NFIN has taken no significant uncertain tax positions.

**Use of Estimates**

The preparation of financial statements in conformity with U.S. generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts 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.

**Concentration of Credit Risk**

NFIN maintains cash balances at financial institutions, which at times may exceed federally insured limits. NFIN has not experienced any losses in such accounts and believes it is not exposed to any significant credit risk on cash and cash equivalents.

**Concentration of Risk**

NFIN receives the majority of its funding from state contracts that are renewable annually. Legislative budgets could significantly impact NFIN's ability to start new programs and to continue existing programs.

**Property and Equipment**

Property and equipment are recorded at cost or, in the case of donated property, at fair value at the date of gift. Depreciation is provided using the straight-line-method over the following estimated useful lives:

Buildings and Improvements	5-33.3 years
Equipment and Furnishings	2-10 years
Vehicles	3-5 years

Leasehold improvements are depreciated or amortized according to NFIN's normal depreciation policy except that the time period shall be the shorter of 1) the useful life of the leasehold improvements, or 2) the remaining years of the lease. The remaining years of the lease include the years in the lease renewals that are reasonably assured.

**NFI NORTH, INC.**  
**NOTES TO FINANCIAL STATEMENTS**  
**JUNE 30, 2024**

**NOTE 1. PRINCIPAL ACTIVITY AND SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

**Self-Insurance**

NFIN is self-insured for employee medical health care costs. As of June 30, 2024, the estimated liability for health care claims incurred but not yet reported or paid was \$172,584 included in accrued payroll and related liabilities in the accompanying statement of financial position.

**Fair Value of Financial Instruments**

Fair value represents the price that NFIN would receive upon the sale of an asset or paid upon the transfer of a liability in an orderly transaction between market participants as of the measurement date. NFIN uses a three-tier hierarchy to categorize those assets and liabilities based on those valuation methodologies employed. The three-tier hierarchy of inputs is summarized in the three broad levels listed below.

*Level 1* – quoted prices in active markets for identical financial instruments.

*Level 2* – other significant observable inputs (including quoted prices for similar financial instruments, interest rates, credit risk, etc.).

*Level 3* – significant unobservable inputs (including NFIN's own assumptions in determining the fair value of financial instruments).

The fair value hierarchy gives the highest priority to Level 1 inputs and the lowest priority to Level 3 inputs. NFIN utilizes valuation techniques that maximizes the use of observable inputs and minimizes the use of unobservable inputs to the extent possible.

**Leases**

NFIN determines if an arrangement is a lease at inception. NFIN has leases under which it is obligated as a lessee. Operating leases as a lessee are included in right-of-use assets and lease liabilities in the statement of financial position.

Right-of-use assets represent NFIN's right to use an underlying asset for the lease term. Lease liabilities represent NFIN's liability to make lease payments arising from the lease. Operating right-of-use assets and related obligations are recognized at commencement date based on the present value of lease payments over the lease term discounted using an appropriate incremental borrowing rate. NFIN has elected to use a practical expedient of the risk-free borrowing rate (applicable U.S. Department of Treasury risk-free treasury rate) as the incremental borrowing rate, which is based on the information available at commencement date in determining the present value of lease payments. The value of an option to extend or terminate a lease is reflected to the extent it is reasonably certain management will exercise that option.

**NFI NORTH, INC.**  
**NOTES TO FINANCIAL STATEMENTS**  
**JUNE 30, 2024**

**NOTE 1 PRINCIPAL ACTIVITY AND SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

**Revenue Recognition**

NFIN recognizes revenue at an amount that reflects the consideration to which NFIN expects to be entitled in exchange for transferring goods or services to its customers using the following five-step process:

1. Identify the contract(s) with the customer
2. Identify the performance obligation(s) in the contract
3. Determine the transaction price
4. Allocate the transaction price to performance obligations in the contract
5. Recognize revenue when (or as) NFIN satisfies a performance obligation.

See note 7 for details on how the above five-step process is applied to NFIN's contracts with customers.

**Contributed Nonfinancial Assets**

NFIN receives the contributions of the use of facilities which are valued at the fair value of similar properties available use in commercial markets. NFIN also receives contributed goods which are value at estimated fair value. See note 8 for additional information on contributed nonfinancial assets in 2024.

**Advertising Costs**

Advertising costs are expensed as incurred. Advertising costs incurred totaled \$81,423 during the year ended June 30, 2024.

**Subsequent Events**

NFIN has evaluated subsequent events through September 30, 2024, the date which the financial statements were available for issue, noting no events requiring adjustment to, or disclosure in, the financial statements.

**NOTE 2 LIQUIDITY AND AVAILABILITY OF FINANCIAL ASSETS**

As of June 30, 2024, assets available for general expenditure, that is, without donor or other restrictions limiting their use, within one year of the statement of financial position date, comprise the following:

Cash and equivalents	\$ 7,116,823
Accounts receivable, net	7,438,921
Investments	5,193,750
Due from affiliate	172,742
Total financial assets	<u>19,922,236</u>
Less amounts designated for program purposes	(362,965)
Total financial assets available for general expenditures	<u>\$ 19,559,271</u>

**NFI NORTH, INC.  
NOTES TO FINANCIAL STATEMENTS  
JUNE 30, 2024**

**NOTE 2 LIQUIDITY AND AVAILABLE OF FINANCIAL ASSETS (CONTINUED)**

As part of the NFIN's liquidity management, NFIN maintains working capital lines of credit, which provides liquidity available to meet general expenditures as liabilities and other obligation come due.

**NOTE 3 LINE OF CREDIT**

NAFI makes available to its subsidiaries, including NFIN, NAFI Connecticut, Inc. (NAFICT), NFI Vermont, Inc. (NFIV) and NFI Massachusetts Inc. (NFI), a two-year term committed facility \$8,000,000 line of credit from TD Bank. The line of credit bears interest at a fluctuating rate equal to the Federal Reserve Bank of New York 1-Month Secured Overnight Financing Rate (SOFR), plus 2.00% per annum, not to exceed 6.00%, (6.00% as of June 30, 2024). Borrowings under the line are jointly guaranteed by NAFI, NAFICT, NFIV, NFI and NFIN and are collateralized by substantially all of their assets.

Borrowings under the line of credit due and payable on May 31, 2026, without notice or demand. As of June 30, 2024, there were no borrowings outstanding under this line of credit.

In addition, NAFI has entered into Letter of Credit agreements with TD for a total amount of \$959,620. The Letter of Credit agreements can be utilized by all subsidiaries in the aggregate of \$8,000,000 and are not collateralized by additional cash. The Letter of Credit agreements are a requirement of NAFI's workers' compensation carrier.

**NOTE 4 INVESTMENTS**

Investments are carried at fair value. Investments as of June 30, 2024 consisted of the following:

Corporate bonds	\$ 2,629,975
Equities	2,440,923
Cash and equivalents	122,852
	\$ 5,193,750

All investments are valued using Level 1 inputs in accordance with the fair value hierarchy, except corporate bonds which are considered Level 2. There were no transfers between fair value levels during the year.

**NFI NORTH, INC.  
NOTES TO FINANCIAL STATEMENTS  
JUNE 30, 2024**

**NOTE 5 LONG-TERM DEBT**

Long-term debt as of June 30, 2024 consisted of the following:

	Fiscal Year Due	Amount
Mortgages payable, secured by real estate. 0.00%-8.00%	2026-2041	\$ 2,535,653
Total long-term debt		2,535,653
Less current portion		(182,899)
Total long-term debt, net of current portion		\$ 2,352,754

Certain mortgages payable to housing authorities provide that a portion of the principal will be forgiven at the end of the loan period if the underlying properties are used to provide housing in accordance with stipulated conditions. In addition, certain mortgages payable contain various prepayment penalties.

NFIN is required to maintain certain debt service coverage ratios.

Scheduled repayments of long-term debt are as follows:

Year ended June 30:	
2025	\$ 182,899
2026	617,920
2027	325,160
2028	462,633
2029	101,573
Thereafter	845,468
	\$ 2,535,653

Interest expense was \$98,261 for the year ended June 30, 2024.

**NOTE 6 LEASES**

NFIN is committed to annual payments under several long-term non-cancelable (except under certain circumstances) operating leases for property and equipment through fiscal year 2030.

**NFI NORTH, INC.**  
**NOTES TO FINANCIAL STATEMENTS**  
**JUNE 30, 2024**

**NOTE 6 LEASES (CONTINUED)**

Lease expense reported in occupancy, transportation, and equipment in the statement of functional expenses amounted to \$105,516 for the year ended June 30, 2024, the components of which are as follows:

Lease cost:

Operating lease expense	\$ 89,316
Short-term lease expense	16,200
	\$ 105,516

Operating right-of-use assets exchanged for lease liabilities during 2024 totaled \$28,649.

Payments due include options to extend leases that are reasonably certain through fiscal year 2030 and are summarized below:

Year ended June 30:	
2025	\$ 35,072
2026	11,489
2027	11,113
2028	6,333
2029	5,865
Thereafter	255
	70,127
Less: amounts representing interest	(3,711)
Operating lease liabilities	\$ 66,416

The weighted-average remaining lease term for operating leases is 36 months. The weighted-average discount rate for operating leases is 3.47%.

**NOTE 7 REVENUE FROM CONTRACTS WITH CUSTOMERS**

Under Accounting Standards Codification Topic 606, *Revenue from Contracts with Customers*, (ASC Topic 606), revenue from contracts with customers is recognized when control of the promised goods or services is transferred in an amount that reflects the consideration to which we expect to be entitled in exchange for those goods or services (i.e., the transaction price).

Revenues from contracts are primarily derived from cost reimbursement, per diem and fee-for service contracts. Cost reimbursement contracts are recognized with expenses being reimbursed for services delivered over the course of client enrollment period which is generally as expenses are incurred.

**NFI NORTH, INC.  
NOTES TO FINANCIAL STATEMENTS  
JUNE 30, 2024**

**NOTE 7 REVENUE FROM CONTRACTS WITH CUSTOMERS (CONTINUED)**

Rate based contracts are recognized with expenses being reimbursed for services delivered over the course of client stay based on an established rate with the related funding source which is generally when services are provided. Revenues from contracts consisted of 23% for cost reimbursement contracts and 77% for rate-based contracts for the year ended June 30, 2024.

Balances of accounts receivable and deferred revenue related to contracts with customers are summarized below:

	Accounts Receivable	Deferred Revenue
Opening (July 1, 2023)	\$ 4,958,173	\$ 14,932
Closing (June 30, 2024)	7,438,921	149,668
Increase	\$ 2,480,748	\$ 134,736

**NOTE 8 CONTRIBUTED NONFINANCIAL ASSETS**

For the year ended June 30, 2024, contributions of nonfinancial assets recognized by NFIN within the statement of activities included:

Rent	\$ 1,092,565
Consumables and supplies	62,068
	\$ 1,154,633

NFIN recognized contributed nonfinancial assets within revenue, including contributions of rent, consumables and supplies. Contributed nonfinancial assets did not have donor-imposed restrictions.

The contributed space is for programmatic activities. In valuing the contributed space, which is located in Concord, New Hampshire, NFIN estimated the fair value on the basis of recent comparable rental prices in the area's real estate market.

**NOTE 9 RETIREMENT PLAN**

NFIN has a qualified defined contribution retirement plan for eligible employees to which annual contributions are made at the discretion of NFIN's Board of Directors. NFIN elected to make a contribution of \$420,346 for the year ended June 30, 2024. These expenses are included in employee benefits expense within the accompanying statement of functional expenses.

**NFI NORTH, INC.**  
**NOTES TO FINANCIAL STATEMENTS**  
**JUNE 30, 2024**

**NOTE 10. RELATED PARTY TRANSACTIONS**

North American Family Institute, Inc. (NAFI), an affiliate, charges an administrative management fee for supporting service costs that NAFI incurs on behalf of the subsidiaries. These allocated costs amounted to \$1,941,078 for the year ended June 30, 2024, and have been included in supporting services expenses in the accompanying statements of activities and contracted services expenses within the statement of functional expenses.

In addition, NFIN pays NAFI a property charge for usage of certain fixed assets of NAFI. This charge was \$20,502 for the year ended June 30, 2024, and has been included in the accompanying statements of activities and functional expenses.

Cost reimbursement overpayments have resulted in a balance due from NAFI as of June 30, 2024 in the amount of \$172,742. This amount has been reported as due from affiliate in the accompanying statement of financial position and is expected to be paid in one year.

**NOTE 11. CONTINGENCIES**

In the normal course of operations, NFIN is subject to the laws and regulations of federal, state, and local governments. From time to time, NFIN may be notified of potential claims or litigation. Management evaluates such claims if they arise. NFIN was notified that it was named a party to an ongoing lawsuit. The outcome of the lawsuit is not yet finalized.

NFIN has established a reserve of \$1,083,712 for management's estimation of probable expenses related to ongoing litigation. Since information regarding the case continues to evolve, management continues to evaluate and monitor any potential impact to the organization.



**INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS**

Board of Directors  
NFI North, Inc.  
Contoocook, New Hampshire

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of NFI North, Inc. (a nonprofit organization), which comprise the statement of financial position as of June 30, 2024, and the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated September 30, 2024.

***Report on Internal Control Over Financial Reporting***

In planning and performing our audit of the financial statements, we considered NFI North, Inc.'s internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of NFI North, Inc.'s internal control. Accordingly, we do not express an opinion on the effectiveness of NFI North, Inc.'s internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

Board of Directors  
NFI North, Inc.

***Report on Compliance and Other Matters***

As part of obtaining reasonable assurance about whether NFI North, Inc.'s financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

***Purpose of this Report***

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

*CliftonLarsonAllen LLP*

**CliftonLarsonAllen LLP**

Boston, Massachusetts  
September 30, 2024



CLA (CliftonLarsonAllen LLP) is a network member of CLA Global. See [CLAGlobal.com/disclaimer](http://CLAGlobal.com/disclaimer). Investment advisory services are offered through CliftonLarsonAllen Wealth Advisors, LLC, an SEC-registered investment advisor.

**NFI NORTH, INC.  
OFFICERS**

<b>Title</b>	<b>Name</b>	<b>Address</b>
President	Suanne Nader Educator	
Treasurer	Bruce Farenwald Retired CFO	
Clerk/Secretary	Dellie Champagne Events Coordinator/Teacher/Consumer Representative	

**BOARD OF DIRECTORS**

<b>Name</b>	<b>Occupation</b>	<b>Address</b>
Suanne Nader	Educator	
Dellie Champagne	Events Coordinator/Teacher/Consumer Representative	
Bruce Farenwald	Retired CFO	
Ashley Wainwright	Marketing Professional Banking Industry	
Terry Lochhead	Retired Communications Consultant	
Patricia Fillio	Licensed Clinical Mental Health Counselor	
Don Nason	Attorney	

Terms: Until successors are duly elected and qualified. NOTE: No compensation for Members or Directors As of: 1-22-24

## LUKE REYNARD

**ABOUT ME** Experienced nonprofit leader in behavioral health and disability service systems and program operations. Currently serving as the Executive Director of NFI North overseeing the administration of agency operations, programs, strategic planning, and ensuring the organization adheres to the agency mission and vision while meeting financial objectives. Adept at fostering relationships with key stakeholders, including board members, state partners, team members, and participants. Well-rounded professional with experience in both operational, administrative and financial operations, and driven by a focus on mission and values. An effective communicator with the ability to translate complex organizational goals into actionable plans, I am proud to bring visionary leadership, operational excellence, and strategic insights to the NFI North Executive Director position.

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### SKILLS & ABILITIES

- Leadership & Organizational Development
- Financial Acumen
- Analytical Problem Solver

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### PROFESSIONAL EXPERIENCE

#### NFI NORTH

**EXECUTIVE DIRECTOR** January 1, 2024 - Present

Provide leadership and overall management for agency administration including operations, finance, and strategic planning, working closely with the Board of Directors. Responsible for ensuring the successful operation of agency programs serving individuals through the life continuum. Collaborate with the Board of Directors, agency management, business office operations, and key stakeholders to achieve and maintain fiscal and programmatic excellence.

**CHIEF OPERATING OFFICER:** April 2021 - December 2023

Oversee the program operations of Maine and New Hampshire services, as well as IT and health record operations. Ensure agency compliance with Joint Commission accreditation and standards, as well as state contractual requirements. Support agency strategic plan goals and execution. Represent NFI North with numerous stakeholders and state agencies, cultivating positive relationships. Supervise program expansion and development opportunities.

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## **UNIVERSITY OF NEW HAMPSHIRE**

### **DIRECTOR OF OPERATIONS, UNH INSTITUTE ON DISABILITY, START PROGRAM**

July 2019 - April 2021

Provided operational and financial leadership for national START MH/IDD program consultation, research, and program development.

### **MHMR TARRANT TX**

#### **CHIEF OPERATING OFFICER, DISABILITY SERVICES**

November 2005 - June 2019

Beginning as a case manager, progressively assumed leadership roles culminating in a Chief Operations role for Disability Services for Texas' second-largest community mental health center (CMHC), serving over 4000 people monthly in residential and community-based programs.

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#### **EDUCATION    ANDERSON UNIVERSITY – PH.D CANDIDATE IN LEADERSHIP AND ORGANIZATIONAL DEVELOPMENT**

Doctoral student in the Center for Leadership and Organizations with research interests in organizational commitment and antecedent factors, leadership empathy, mindfulness, and emotional intelligence factors.

Expected graduation: May 2025

#### **UNIVERSITY OF TEXAS SYSTEM – MASTER OF BUSINESS ADMINISTRATION**

Graduate business program with a focus on economics and analytics

#### **TEXAS STATE UNIVERSITY – BACHELORS DEGREE IN PSYCHOLOGY**

Major in psychology; minor in criminal justice

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#### **VOLUNTEER &    TOWN OF HENNIKER, NH – BUDGET ADVISORY COMMITTEE**

##### **COMMUNITY ACTIVITIES**

Member of the Budget Advisory Committee reporting to the Board of Selectpersons. The role includes financial analysis and recommendations to the Board regarding the annual town budget prior to the town vote.

#### **HENNIKER YOUTH ATHLETICS – COACH**

Volunteer coach for youth baseball and basketball.



# Jill Allen

## Profile

A proven leader in the field of human services for over 32 years. Well organized, smart, and creative. Long term success working with, and across teams throughout the State of Maine and NH. Track record of mentoring people to maximize their potential long term. Remains calm and positive in challenging situations. Loyal and dedicated.

## CONTACT

[Redacted contact information]

- BUILDING PERSONAL AND PROFESSIONAL RELATIONSHIPS
- DEVELOPING STRONG WORKPLACE CULTURE
- ABILITY TO SEE THE GLASS HALF FULL
- CLINICALLY SOUND IN DIAGNOSIS AND TRAUMA
- HIGHLY ORGANIZED - MULTITASKER
- GRITTY AND COMPETITIVE
- POLICY AND PROPOSAL WRITING
- OPEN TO FEEDBACK AND GROWTH
- FISCALLY SAVY
- RESPONSIVE

**OPERATING OFFICER**  
**NFI NORTH, BRIDGTON, MAINE**  
February 2024-Present

Provide oversight to all agency operations for NFI North. Ensure the overall mission, vision, and policies of the agency are followed. Duties include the multi-million-dollar, fiscal management of 26 individual programs in two states, including multiple residential, five schools, and both child and adult community outreach, Foster Care, Wraparound, and Case Management services. Chairperson and facilitator of monthly clinical meetings, ensuring the fidelity of the normative approach and other clinical modalities are followed. Program development and strategic planning as part of the Administrative Team, and in conjuncture with Statewide Partnerships. Uphold all licensing regulations and Joint Commission Standards including DEIB initiatives. Provide direct oversight to the Director of HR and the HR department including the hiring, onboarding, and training of staff. Provide direct oversight to the Director of Development and Marketing and the recent rebranding initiative for the agency. Mentor leadership team members, including Regional Directors for each state of ME and NH, providing supervision, coaching, and guidance as needed. Champion all program participants, families, and connected team members for successful treatment outcomes.

**REGIONAL DIRECTOR**  
**NFI NORTH, BRIDGTON, MAINE**  
November 1996-2024

Provide oversight to all program operations in the State of Maine. Ensure the overall mission, vision, and policies of the agency are followed. Duties include the multi-million-dollar, fiscal management of 15 individual programs, including residential, four schools, and both child and adult

Values To Live By:

- ❖ Belonging
- ❖ Dedication
- ❖ Empathy
- ❖ Resilience
- ❖ Trust

community outreach. Chairperson and facilitator of monthly clinical development meetings, ensuring the fidelity of the normative approach and other clinical modalities are followed. Program development and strategic planning as part of the Administrative Team, and in conjunction with Statewide Partnerships. Uphold all licensing regulations and Joint Commission Standards including DEIB initiatives. Mentor leadership team members providing supervision, coaching, and guidance as needed. Champion all program participants, families, and connected team members for successful treatment outcomes.

**PROGRAM DIRECTOR  
NFI NORTH, LEWISTON, MAINE  
APRIL 1992-NOVEMBER 1996**

Provide oversight for all program operations for Dirigo Place, a 7-bed program for adolescents in need. Duties included start up activities including policy writing, facility construction oversight, and the hiring and onboarding of staff. Oversight of all clinical and educational programming. Build community partnerships with stakeholders and development of local Advisory Board. Work in collaboration with local psychiatric hospital and contracted psychiatrist to ensure clinical success. Lead weekly management, staff and community meetings. Maintain physical plant according to MSHA and State Fire Marshall regulations.

**MASTERS OF SCIENCE IN MENTAL HEALTH COUNSELING  
UNIVERSITY OF SOUTHERN MAINE  
1991-1995**

**BACHELOR OF ARTS IN COMMUNICATIONS - PSYCHOLOGY  
UNIVERSITY OF SOUTHERN MAINE  
1980-1985**

**Resident Assistant in the First CO-ED Dorm on Campus  
1981-1984**

**Trainer in the following topic areas:**

- ❖ Normative Community Approach
- ❖ Safe Alternatives For Everyone
- ❖ Supervisory Skills
- ❖ Trauma Informed Meaningful Engagement
- ❖ Counseling Skills
- ❖ Group Process
- ❖ Documentation Skills-Evaluation Writing

**Recent Trainings Attended:**

- ❖ NAFI Conference: Presentation Skills, Public Speaking 2023
- ❖ Boston National Trauma Conference 2022
- ❖ Work Human, Driving Workplace Culture by Leveraging Recognition 2023

#### **Awards and Recognition**

- ❖ Best Place to Work in Maine (2018-2023)
- ❖ NFI NORTH Remarkable Role Model 1999
- ❖ NFI NORTH Yitzhak Bakal Leadership 2011
- ❖ NAFI Individual Spirit of Community 1997

#### **Professional Memberships and Assignments**

- ❖ Child and Family Provider Network Member 28 years
- ❖ Secretary, 1 year
- ❖ Vice President, 3 years
- ❖ President, 12 years
  
- ❖ Youth Juvenile Justice Task Force 2018-2019
- ❖ Families First Implementation Member 2019-2022
- ❖ Legislative Advocacy - ongoing

“My job as a leader is not to insist on my own way,  
but to get out of other people’s way,  
Empowering them to do what they are best at  
and affirming them in their growth”

Amy Somerville

# KRISTI VAZIFDAR

## FINANCIAL EXPERTISE

- *Financial Reporting*
- *Cash and Credit Management*
- *Budget Creation and Analysis*
- *Payroll Management*
- *Strategic Planning*
- *Financial Training and Management*
- *Accounts Payable and Receivable*

## PROFILE

- A dynamic team leader who leverages positive energy, humor and keen intelligence to inspire, motivate, and guide team members to optimal success.
- Respected financial professional, with a proven record of success driving operations for growth and maximizing cost efficiency.
- Insightful and ethical MBA experienced with strategic planning for, and management and analysis of, multi-million dollar budgets.

## PROFESSIONAL EXPERIENCE

**NFI, North, Inc., Contoocook, NH, FEBRUARY 2016 – PRESENT**

### **CHIEF FINANCIAL OFFICER**

Reporting to CEO, principal financial leader responsible for overall financial management of the organization's 18 million dollar annual operating budget in our sixteen programs across Maine and New Hampshire and managing a staff of 5. Provides critical oversight over each aspect of financial operations including budget creation and management.

**Greater Nashua Mental Health Center at Community Council, Nashua, NH, DECEMBER 2015 –FEBRUARY 2016**

### **INTERIM FINANCE MANAGER**

Reporting to CEO, principal financial leader responsible for overall financial management of the organization's 13 million dollar annual operating budget serving Hillsborough County and managing a staff of 10.

#### **Key Accomplishments:**

- Provided program analysis to advise on future direction of resources.
- Manage accounting and finance issues including monthly close, revenue recognition and analysis, policy interpretations, balance sheet reconciliations and daily productivity of all finances.
- Consolidated business team to save approximately 18% of departmental personnel costs.

**Star Island Corporation, Portsmouth, NH, 2009 – MAY 2015**

### **FINANCE DIRECTOR**

Reporting to CEO, principal financial leader responsible for overall financial management of the organization's 3.5 million dollar annual operating budget serving 4000 visitors annually. Manage 2 full time seasonal employees and additional financial supervision of 5 seasonal employees.

#### **Key Accomplishments:**

- Prepare and manage the annual budget and all financial reports as needed by the CEO, Finance Committee and Board of Directors.
- Manage accounting and finance issues including monthly close, Accounts Receivable, Accounts Payable, policy interpretations, balance sheet reconciliations and daily productivity of all finances.

## **KRISTI VAZIFDAR**

- Prepare financial statements and reporting for CEO, Finance Committee and Board of Directors; including monthly reconciliation of revenues and expenses, with appropriate variation explanations and analysis.
- Critically evaluate new, or renewal contracts and annual corporate insurance policies for appropriateness.
- Key contributor of 3 year (2011 – 2013 and 2014 – 2016) strategic plans, authoring the financial tactics.
- Developed and executed a weekly matrix to analyze payroll for 110 seasonal hourly staff to successfully keep seasonal salaries under budget for the past three years saving \$30,000 plus annually.
- Introduced seasonal weekly budget meetings with Department Heads to share updated financial information and collaborate on seasonal budget management.
- Created and implemented internal control and purchasing procedures.
- Manage preparation and fieldwork for annual external audit process.

**Star Island Corporation, Portsmouth, NH, 2004 – 2008**

### **BUSINESS & FINANCE MANAGER**

Promoted to leadership role supporting all accounting and financial aspects of mainland and on island offices.

#### **Key Accomplishments:**

- Created and implemented Finance Handbook as a guide for staff and Finance Committee.
- Analyzed seasonal payroll and daily rate compensation structure, implemented time clocks to pay nonexempt seasonal staff per hour saving 5% annually on seasonal payroll.
- Leadership and day-to-day management of seasonal on island stores (book shop and lobby shop) purchased all inventory, managed staff and all inventory controls.
- Compile detailed information to prepare and submit regulatory filings for town, state, federal.
- Ensured compliance with audit standards and proper revenue recognition.
- Staff liaison to Finance Committee.

**Star Island Corporation, Portsmouth, NH, 2000 – 2003**

### **ACCOUNTANT**

Hired to process Accounts Payable and Payroll reporting to the Executive Director

#### **Key Accomplishments:**

- Assessed all accounting procedures and eliminated the need for external accounting firm.
- Implemented cash management protocols to eliminate overdrafts and fees.
- Researched, purchased and implemented new accounting software and revised General Ledger account structure for efficiency.
- Advised creation of Purchasing Agent position to consolidate staff workload and maximize productivity.

**Wolf Coach Company (acquired by L3 Communications), Auburn, MA,**

**ACCOUNTANT, 1997 - 1999**

**OFFICE ASSISTANT, 1995 – 1997**

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### COMPUTER SKILLS

Highly skilled in Excel, Proficient in MS Office including PowerPoint, Microsoft Dynamics Great Plains and Management Reporter, Blackbaud Financial Edge, Fund EZ Accounting, Paychex Paylink and Paychex Online Payroll, Apprentice level in Evolv and LWSI  
Previous experience in QuickBooks Pro, and Peachtree Accounting (now Sage)

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### COMMUNITY INVOLVEMENT & VOLUNTEER EXPERIENCE

Leadership Seacoast, Member Board of Directors June, 2015 – PRESENT;  
Treasurer September, 2016 - PRESENT  
Leadership Seacoast, Admissions Committee, 2014 - PRESENT  
Leadership Seacoast, Program Graduate, 2013  
4H, Judge for various competitions, 2013 – 2015  
Barrington NH PTA 2011-2015

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### EDUCATION

**Master of Business Administration**, Southern New Hampshire University  
**Graduate Certificate in Accounting**, Southern New Hampshire University  
**Bachelor of Arts, Political Science**, University of New Hampshire

Jennifer L. Altieri

Objective

**Key Skills and Strengths:**

- Leadership – Adept at leading/managing cross-functional programs.
- System building and implementation
- Capable of leading high performing teams under tough deadlines, to meet expectations of multiple stakeholders and other regulatory entities.
- Strong communication skills (verbal and written).
- Problem solver – Creativity and forethought in solving complex project issues.

A motivated professional seeking a position that continues to enhance my skills and challenge further growth and development while providing leadership to plan, direct and coordinate program expansion, program oversight and system implementation.

**Education**

**Masters of Science, Clinical Mental Health Counseling with an addictions treatment Certificate,** Plymouth State University, Plymouth N.H. Accredited by the Council for Accreditation of Counseling and Related Educational Programs (CACREP) Graduation date, December 1, of 2015. GPA 3.75

**Bachelor of Science, Human Services/Counseling,** Lyndon State College, 2002

**Professional Experience**

**Regional Director, NFI North 12/2022- Current**

Responsible for overseeing the administration of assigned programs. Provide leadership, supervision, guidance, and clinical support. Responsible for communicating all policies and procedures, contract negotiations and development, fiscal planning and on-call availability.

**Care Management Entity Administrator, NFI North 1/2021-12/2022**

Responsible for overseeing the administration of all programs of the Care Management Entity (CME) that serves as a centralized accountability hub to coordinate all care for youth with complex behavioral health challenges who are involved in multiple systems. The CME Administrator provides leadership, supervision, guidance, and clinical support to programs and staff. Responsible for communicating all policies and procedures, contract negotiations and development, fiscal planning and on-call availability.

**Program Director, NFI North FAST Forward and Tr-ECC State Wide 2017-1/2021** Oversee program operations for two separate entities. One providing a Certified Wraparound model to children, youth and families ages 5-21. The other entity providing intensive transitional services to Residential and psychiatric hospitalized children, youth and families.

**Program Director, NFI North FAST Forward and Community Based Services, State Wide 2017-2020.** Oversee program operations for two separate entities. One providing a Certified Wraparound model to children, youth and families ages 5-21. The other entity provides intensive therapeutic services through clinicians and case managers through two different New Hampshire certified programs serving 0-21 years of age. Individual service, option and Foster care as well as Home Based Therapeutic Services.

**Program Director, NFI North transitional housing, Maple Lodge, Bethlehem New Hampshire. And Array of Services, Community Based, and January 2016-2017.**

Transferred to manage a residential program and pervasively mentally ill adults. Included a staff team of 10 + and an annual budget. Responsible for all clinical and programmatic operations, including intake, discharge, counseling, service/discharge plans, fiscal management, hiring and terminating of staff, record keeping, training, marketing, licensing foster homes and supervision of staff.

**Intern, NFI North Transitional Housing—Concord January 2015-December 2015**

Currently completing a 600 hour internship and providing individual therapy to three consumers at THS and co-facilitated many groups to include; morning community meeting, art therapy, wellness recovery action plan, fitness, substance abuse, seeking safety, vocational group, and community livings skills support group and coping skills. I am currently facilitating Illness Management and Recovery group and Wellness Recovery and Action Plan group. Competent in navigating the legal systems of Consumers to include the NGRI status, incompetent to stand trial and sex offenders. Knowledgeable around diagnosis of psychotic disorders.

**Program Director, NFI North Array of Services. Davenport School and ISO Services 2009-January 2016**

Promoted to manage a residential program and school and community based services for emotionally disturbed adolescents. Included a staff team of 25 + and an annual budget. Responsible for all clinical and programmatic operations, including intake, discharge, counseling, service/discharge plans, fiscal management, hiring and terminating of staff, record keeping, training, marketing, licensing foster homes and supervision of staff.

**Program Director, NFI, Northern New Hampshire Youth Services, Bethlehem, N.H.- 2008-2009**

Promoted to manage an intermediate level treatment facility for emotionally disturbed adolescents. Included a staff of 15+. Responsible for all clinical and programmatic operations, including intake, discharge, counseling, service/discharge plans, fiscal management, hiring and terminating of staff, record keeping, training and supervision of staff.

**Assistant Program Director; NFI, Northern New Hampshire Youth Services, Bethlehem, N.H.-June 2004-2008**

Responsible for assisting the Program Director in the overall functioning and operation of the program, including administrative tasks, staff supervision, group/individual counseling and crisis intervention.

**Shift Supervisor; NFI, Northern New Hampshire Youth Services, Bethlehem, N.H.- January 2002-June 2004.**

Responsible for the supervision of assigned direct care staff and program consumers for designated shift.

**Residential Counselor; NFI, Northern New Hampshire Youth Services, Bethlehem, N.H.- October 2000-January 2002.**

Modeled appropriate behavior and social skills for adolescent girls in a residential setting. Includes tasks such as monthly reports, writing daily progress notes and having continuous contact with guardians.

#### **Professional Development**

- **NH Disaster Behavioral health Response Teams Basic Training**  
The New Hampshire Department of Health and Human Services (DHHS) has developed an organized team of behavioral health providers to respond to the mental health needs of New Hampshire residents following disasters (e.g., bioterrorism, man-made or natural disasters)
- **PREPaRE: School Crisis Prevention and Intervention Training**  
The PREPaRE curriculum has been developed by the National Association of School Psychologists (NASP) as part of NASP's decade-long leadership in providing evidence-based resources and consultation related to school crisis prevention and response. PREPaRE training is ideal for schools committed to improving and strengthening their school safety and crisis management plans and emergency response.

- **Prison Rape Elimination Act (PREA) Coordinator for NFI North.** Responsible for PREA implementation, policy making and training of staff. Agency trainer utilizing NFI North's curriculum I co-train staff on professional boundaries, Treatment Intervention, Family systems, and documentation skills. Also, designed and presented at NFI North's annual conference on 'Girls finding their voice' and 'Marketing your services.'
- **Illness, Management and Recovery** Currently being trained and will obtain a 16 hour certification on this evidence based training.
- **Supported Employment** 2 day certification
- **Medication training**
- **Trauma Informed peer support training** by SAMHSA one day training developed for the National Center for Trauma Informed Care
- **CADY (communities for alcohol and drug free youth)** active panel member for Grafton county's restorative justice expansion program.2013-current
- **Grant Awarded** through the Building Bridges Initiative and Transition To Permanency Project. Focused around Family Driven and Youth Guided Treatment.
- **Grant writing workshops,** NFI, Northern New Hampshire Youth Services and The North Country consortium,
- **Suicide Prevention Conference,** YSPA of NH.
- **Certified in Child and Adolescent Needs Scale (CANS)**
- **Science Implementation**
- **NH Wraparound**

#### **Membership/Affiliation**

- **Member of American Counseling Association (ACA)** Currently Expired
- **National Certified Counselor (NCC)** NBCC's flagship credential, the National Certified Counselor (NCC) recognizes counselors who voluntarily apply and successfully complete rigorous standards. These standards are based on research in the counseling profession. The NCC is the prerequisite for all NBCC specialty certifications Currently not reinstated
- **Certified as a Human Services- Board Certified Practitioner (HS-BCP)** by the Center of Credentialing and Education and the National Organization of Human Services.
- **Inducted into Plymouth State University's Upsilon Pi,** which is a chapter of **Chi Sigma Iota (CSI),** which is an international counseling honor society.
- **Board Panel Member** with IOD/NAMI to approve Certifications for all NH Wrap Coordinators.

#### **Awards/Recognition**

- **Scholarship Awarded** through National Board for Certified Counselors to further my education at Plymouth State University. Scholarship awarded was \$5,000.00.
- **Nominated and selected as one of the 40 under forty recipients** for New Hampshire (2014).
- **Dr. Yitzhak Bakal Essence of Leadership award** (2010)
- **Courage to Grow Award** (2001)
- **Shining Star** (2014).
- **Spirit of community award NFI/NAFI** (2019)
- **Recognition for volunteering time to missions trips** to Nicaragua (2006) and Africa (2008.)



## Noel Chipman

### LICENSE

New Hampshire Licensed Independent Clinical Social Worker  
-License number 1203

April 2004

### EDUCATION

Masters in Social Work, Simmons Graduate School, Boston MA  
Bachelor of Arts in Sociology, Hartwick College, Oneonta NY

May 2001

May 1997

### PROFESSIONAL WORK EXPERIENCE

#### **Transitional Housing Services, Concord NH**

January 1, 2012-Present

- Clinical Director responsible for the overall planning, implementation and oversight of the clinical services provided by NFI North Transitional Housing Services in Concord, Bradford, Bethlehem, Ashland and Manchester.
- Manager and supervisor of the THS Concord day treatment program and its clinical, case management, supported employment, educational and direct care staff
- Oversee and provide individual and group therapy to consumers with severe persistent mental illness, found not guilty by reason of insanity, incompetent to stand trial, sexual offenders and / or folks with other criminal backgrounds
- Management and assessment of all new referrals for THS locations from New Hampshire Hospital, Community Mental Health Centers and various designated receiving facilities and arrange evaluations when needed
- Oversee, review and approve the development of individual client centered, strengths based treatment plans
- Facilitate and coordinate clinical trainings for THS staff and agency staff
- Review of clinical records to ensure quality and compliance with state regulations and Joint Commission standards and provide feedback and training on record keeping
- Provide the schedule and curriculum of 50-60 groups weekly and rotating quarterly as a part of a Restorative Partial Hospitalization (RPH) servicing 40 consumers with mental health challenges
- Collaborate with program management and staff regarding the therapeutic milieu and the clinical orientation of THS
- Facilitate new consumer interviews, quarterly reviews, client centered conferences, family meetings, discharge meetings and other various meetings with outside providers
- Collaborate with many outside agencies state wide to ensure our THS programs are meeting the needs of our consumers, other outside agencies and the community at large
- Supervisor for clinicians seeking licensure and graduate student interns

#### **Transitional Housing Services, Concord NH**

May 2003- January 1, 2012

- Experienced Senior Psychiatric Social Worker; Clinical team leader heading multi-disciplinary treatment team
- Provides therapeutic clinical services for individuals with severe and persistent mental illness and/ or substance abuse issues, sexual offenders and forensic clients in a rehabilitative partial hospitalization program
- Provides individual, family, group and milieu therapy
- Completes comprehensive psychosocial assessments, risk assessments, individual treatment plans and eligibility determinations and assists with writing policy
- Facilitates and manages client centered conferences and quarterly review meetings
- Leader of interdisciplinary treatment team that meets daily to insure proper treatment and aftercare planning for difficult to reach clients
- Awareness of legal issues including guardianships, court orders, probate commitments, conditional discharges and revocations, which often require court appearances and testimony
- Supervision of treatment team case managers and student interns
- Illness management and recovery train the trainer

#### **Maui Memorial Medical Center, Kahului, HI**

June 2005-January 2006

- Psychiatric Social Worker: Provides services for adults with severe mental illness and / or substance abuse issues and forensic patients on a short-term inpatient psychiatric unit
- Comprehensive psychosocial assessments, treatment plans / education plans, substance abuse screening, daily treatment team meetings and discharge meetings

- Provide crisis intervention, individual therapy, family therapy and daily life skills groups
- Case Management service / discharge planning

**Souza-Baranowski Correctional Center, Shirley MA**

**2001-2003**

- Diagnostic assessment crisis intervention, suicide prevention and 1:1 psychotherapeutic and substance abuse services to adult male inmates in a maximum security setting
- Comply with and adhere to institutional safety procedures in accordance with UMCHP / DOC established policies
- Case management / discharge planning
- Mental health representative for the Department of Corrections transition planning meetings
- Daily triage and segregation rounds
- Leader of a student intern support group
- Supervision of Student Interns

**McLean Hospital Belmont, MA (Graduate School Internship)**

**2000-2001**

- Case management / clinical work on an adult inpatient psychiatric unit
- Daily patient rounds, psychosocial assessments and 1:1 psychotherapeutic services
- Group therapy Co-Leader; Adult woman outpatient eating disorder group
- Ongoing collaboration with outpatient treaters, community residences, partial hospital / day treatment programs, family work and completion of treatment plans

**Mass. Eating Disorder Association Newton, MA (Graduate School Internship)**

**2000-2001**

- Assessments, group intakes, family / individual consultations, and school based prevention presentations
- Evening treatment program, meal mentoring program and Co-Leader of various program groups

**PROFESSIONAL DEVELOPMENT**

- Certified Life Coach with a specialty in Organizational and Time Management Skills
- Certified Signs of Suicide Prevention and Programming (SOS) Trainer
- ANSA Certification
- Toastmasters International Speechcraft Certificate Program
- NFI Leadership Program: Completed six month program in 2014
- Certified Illness Management and Recovery Practitioner and Trainer
- Certified Supported Employment Practitioner
- Certified DBT Practitioner
- Agency trainer for Family Systems, Group Process and Counseling Skills
- NFI North Conference Presenter 2013 and 2015
- NAFI Spirit of the Community Committee
- Certified Public Supervisor: Completed one-year program in June 2008
- Former NHH Assaulted Staff Action Program responder
- Former NHH Schwartz Center Rounds committee member
- Former NHH Ethics Committee member

**AWARDS / RECOGNITIONS**

- NFI North Agency Shining Star Award (2015)
- NFI North Agency Dr. Yitzhak Bakal Essence of Leadership Award (2013)
- Two-time gold star award winner (2009 and 2011)
- Special recognition award winner (2005)

**NH Department of Health and Human Services**

**KEY PERSONNEL**

List those primarily responsible for meeting the terms and conditions of the agreement.

Job descriptions not required for vacant positions.

**Contractor Name:** NFI North

<b>NAME</b>	<b>JOB TITLE</b>	<b>ANNUAL AMOUNT PAID FROM THIS CONTRACT</b>	<b>ANNUAL SALARY</b>
Luke Reynard	Executive Director	\$0	\$191,000
Jill Allen	Chief Operating Officer	\$0	\$162,000
Kristi Vazifdar	Chief Financial Officer	\$0	\$139,125
Jennifer Altieri	Regional Director	tbd	\$126,000
Noel Chipman	Clinical Director - NH	\$17,064	\$106,650
TBD	Program Director	\$85,000	\$85,000