

46

48

New Hampshire

Department of Agriculture,
Markets, and Food

Shawn N. Jasper, Commissioner

March 6, 2025

Her Excellency, Governor Kelly A. Ayotte
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the New Hampshire Department of Agriculture, Markets and Food, Division of Agricultural Development (DAMF) to enter into a **Retroactive** Amendment to an existing **Sole Source** agreement with Farm Financial Analysis Services (VC #474743), Dover NH, for providing specialized farm financial analysis services for farmers to address root causes of stress, mental health issues, and suicide by extending the completion date from September 30, 2024 to June 30, 2026, with no change to the price limitation of \$30,000, effective upon Governor and Council approval. The original contract was approved by Governor and Council on November 29, 2023 item #38. **100% General Fund**

EXPLANATION

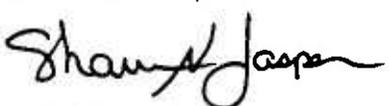
The New Hampshire Department of Agriculture, Markets, and Food, Division of Agricultural Development entered into a **Sole Source** contract with Farm Financial Analysis Services to provide specialized farm financial analysis services for farmers following the conclusion of the federally funded State of New Hampshire Farm and Ranch Stress Assistance Network (FRSAN) program, addressing primary root causes of farmer stress, mental health issues, and suicide. Farm finances and analysis were identified as a major cause of stress and mental health issues for the farming community.

Because of their experience providing the necessary services through the FRSAN program and their specialization in agricultural financial analysis, Farm Financial Analysis Services is uniquely qualified to achieve the impact this program has delivered.

During the budget process, general funds were appropriated to continue addressing this need through DAMF. This request would extend the completion date of the contract with no change to the price limitation. This request is **Retroactive** to ensure continuity of service from the previous completion date. The contract was not amended prior to the expiration date due to staffing changes within the department and subsequent programmatic and budgetary review.

With increasing challenges to all sectors of agriculture in New Hampshire, there is a critical need for DAMF to support NH farmers in all aspects of their operation, including mental health.

Respectfully submitted,



Shawn N. Jasper
Commissioner

**AMENDMENT 1 TO
THE CONTRACT BETWEEN
FARM FINANCIAL ANALYSIS SERVICES
AND
THE DEPARTMENT OF AGRICULTURE, MARKETS, AND FOOD**

This amendment to the contract (hereinafter referred to as the "Amendment"), dates this 18th day of February 2025, is by and between the State of New Hampshire, Department of Agriculture, Markets, and Food (hereinafter referred to as "the State") and FARM FINANCIAL ANALYSIS SERVICES (hereinafter referred to as "the Contractor"), collectively referred to as "the Parties", for specialized farm financial analysis services for NH farmers.

WHEREAS, the Parties entered into a Contract approved by the New Hampshire Governor and Executive Council on November 29, 2023, Item #38 (hereinafter referred to as "the Agreement").

WHEREAS, pursuant to Section 18 of the Agreement, the Agreement may be amended by an instrument in writing executed by both parties subject to approval by NH Governor and Executive Council.

NOW THEREFORE, the Parties mutually agree to amend the Contract, as follows:

1. Section 1.7, Completion Date, of the General Provisions of the existing Agreement is hereby deleted in its entirety and replaced with the following: June 30, 2026.
2. Effective Date of Amendment: This Amendment shall take effect upon approval by the Governor and Executive Council.
3. Continuance of Agreement: Except as specifically amended and modified by the terms and conditions of this Amendment, the Agreement, and the obligations of the Parties thereunder, shall remain in full force and effect in accordance with the terms and conditions set forth therein.

In WITNESS WHEREOF, the Parties have set their hands hereto as of the date(s) written below.

Farm Financial Analysis Services

By: Michael Sciabarrasi
Date: 2-19-25
Michael Sciabarrasi, Sole Proprietor

**STATE OF NEW HAMPSHIRE
Department of Agriculture, Markets, and Food**

By: Shawn N. Jasper
Date: 3-6-25
Shawn N. Jasper, Commissioner

Approval by the Attorney General's Office (Form, Substance, and Execution)

By: Louise D. Williams
Date: 3/20/25

Print Name and Title: Louise D. Williams, Assistant Attorney General

Approval by the Governor and Executive Council

G&C Meeting Date: _____
Number: _____

G&C Item

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 FARM FINANCIAL ANALYSIS SERVICES is a New Hampshire Trade Name registered to transact business in New Hampshire on July 20, 2023. 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: 937533

Certificate Number: 0007057822



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 19th day of February A.D. 2025.

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

David M. Scanlan
Secretary of State

Sole Proprietor Certification of Authority

I, Michael Sciabarrasi hereby certify that I am the Sole Proprietor
(Name)
of Farm Financial Analysis Services which is a tradename registered with the Secretary of State
(Name of Business)

under RSA 349. I certify that I am the sole owner of my business and of the tradename.

I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupies the position indicated and that they have full authority to bind the business. This authority shall remain valid for thirty (30) days from the date of this Corporate Resolution.

DATED: 2-19-25

ATTEST: Michael Sciabarrasi
(Name & Title)

Sole Proprietor
Michael Sciabarrasi



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/23/2024

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

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

PRODUCER Simply Business 1 Beacon Street 15th Floor Boston, MA 02108	CONTACT NAME:	Simply Business	
	PHONE (A/C, No, Ext):	(844) 654-7272	FAX (A/C, No):
	E-MAIL ADDRESS:	contactus@simplybusiness.com	
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A:	RLI	13056
INSURED Farm Financial Analysis Services 7 Roberta Dr Dover, New Hampshire 03820	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENTL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC. OTHER:			RLI4713639XB	10/23/2024	10/23/2025	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$50,000 MED EXP (Any one person) Not included PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPROP AGG \$2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE Y/N <input type="checkbox"/> OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below <input type="checkbox"/> N/A						PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT
	PROFESSIONAL LIABILITY						EACH CLAIM AGGREGATE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 BUSINESS PERSONAL PROPERTY: \$5,000

CERTIFICATE HOLDER NH Department of Agriculture, Markets, and Food, 25 Capitol St, Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

© 1988-2015 ACORD CORPORATION. All rights reserved.

New Hampshire
Department of Agriculture,
Markets & Food

38

JK

Shawn N. Jasper, Commissioner

November 1, 2023

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

REQUESTED ACTION

Authorize the New Hampshire Department of Agriculture, Markets and Food, Division of Agricultural Development (DAMF) to enter into a **Sole Source** agreement with Farm Financial Analysis Services (VC #474743), Dover NH, in the amount of \$30,000 for providing specialized farm financial analysis services for farmers to address root causes of stress, mental health issues, and suicide, effective upon Governor and Council approval through September 30, 2024. **100% General Fund**

Funding is available in account, Farm/Ranch Stress Assist, as follows:

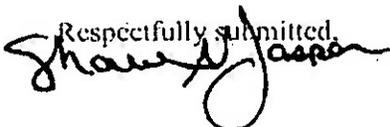
	<u>FY 2024</u>
02-18-18-185010-13740000-102-500731 Contracts for Program Services	\$30,000

EXPLANATION

The New Hampshire Department of Agriculture, Markets, and Food, Division of Agricultural Development wishes to enter into a **Sole Source** contract with Farm Financial Analysis Services to provide specialized farm financial analysis services for farmers. Because of their experience providing the necessary services through the ERSAN program and their specialization in agricultural financial analysis, Farm Financial Analysis Services is uniquely qualified to achieve the impact this program intends to deliver.

After the conclusion of the federally funded State of New Hampshire Farm and Ranch Stress Assistance Network (ERSAN) program, addressing primary root causes of farmer stress, mental health issues, and suicide, farm finances and analysis were identified as a major cause of stress and mental health issues. During the budget process, general funds were appropriated to continue addressing this need through DAMF.

With increasing challenges to all sectors of agriculture in New Hampshire, there is a critical need for DAMF to support NH farmers in all aspects of their operation, including mental health.

Respectfully submitted


Shawn N. Jasper
Commissioner

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

I. IDENTIFICATION.

1.1 State Agency Name NH Department of Agriculture, Markets & Food		1.2 State Agency Address P.O. Box 2042, Concord, NH 03302	
1.3 Contractor Name Farm Financial Analysis Services VC 474.743		1.4 Contractor Address 7 Roberta Drive, Dover, NH 03820	
1.5 Contractor Phone Number 603-957-7230	1.6 Account Unit and Class 1374 0000 - 102	1.7 Completion Date 9/30/2024	1.8 Price Limitation \$30,000
1.9 Contracting Officer for State Agency Joshua Marshall		1.10 State Agency Telephone Number 603-271-3551	
1.11 Contractor Signature <i>Michael Sciabarrasi</i> Date: 10/23/23		1.12 Name and Title of Contractor Signatory Michael Sciabarrasi, Sole Proprietor DBA: Farm Financial Analysis Services	
1.13 State Agency Signature <i>Shawn N. Jasper</i> Date: 11/2/23		1.14 Name and Title of State Agency Signatory Shawn N. Jasper Commissioner	
1.15 Approval by the D.A. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: <i>Shari Phillips</i> , AAG On: 11/6/2023			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials *MS*
Date *10/23/23*

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.

Exhibit A

No changes or additions.

Exhibit B – Scope of Work

The contractor will provide specialized farm financial analysis services to farmers who are suffering stress due to economic conditions in support of the New Hampshire Department of Agriculture, Markets & Food (DAMF) Farmer Mental Health Support Program. The primary educational services offered will focus on review and assessment of a farm's financial reports, key production measures, and other business data to provide recommendations to farm owners and their business advisors to reduce farm stress and support sustainable farm financial planning.

Standard educational services provided will include the following steps:

1. Meet (virtual or on-site) with the farm owner(s) and/or management team to ascertain business goals, identify key business questions, and review available farm records.
2. Prepare an initial report of farm financial data and production records for review by farm owners and/or management team.
3. Meet virtually with the farm owner(s) and/or management team to discuss their understanding of the initial report, identify additional information needed, and reaffirm key business questions.
4. Complete farm financial analysis report and suggest improvements in financial and production reporting practices for consideration by farm owner(s) and/or management team.
5. Hold final meeting (virtual or on-site) with the farm owner(s) and/or management team to review and assess their understanding of the farm financial analysis report and suggested changes to reporting practices. Assist farm owner(s) and/or management team with presentation of results to business consultants and advisors.

Contractor will follow an application process to prioritize and verify farmer applicants as described in Scope of Work.

Exhibit C – Payment Terms

Contractor services provided shall not exceed \$30,000. Contractor invoices for standard services referenced in Exhibit B and Scope of Work will be billed monthly to DAMF with payment due 30 days after the invoice is received. Invoices for work completed with farm clients will be prepared as follows: \$400 upon completion of step 1 (interview); \$600 upon completion of step 3 (review of initial report); \$600 upon completion of step 4 (financial analysis report); and, \$400 upon completion of step 5 (review of analysis report).

If additional state funding beyond the \$2,000 cap is approved, the vendor will invoice the state upon completion of the additional work and delivery of a supplemental report to the farmer. Payment will be due 30 days after the invoice is received.

Initials MS
Date 10/23/23

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 FARM FINANCIAL ANALYSIS SERVICES is a New Hampshire Trade Name registered to transact business in New Hampshire on July 20, 2023. 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: 937533

Certificate Number: 0006338861



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 26th day of October A.D. 2023.

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

David M. Scanlan
Secretary of State

Certificate of Authority # 5

(Sole Proprietor)

Sole Proprietor Certification of Authority

I, Michael Sciabarrasi, hereby certify that I am the Sole Proprietor
(Name)
of Farm Financial Analysis Services which is a tradename registered with the Secretary of State
(Name of Business)

under RSA 349. I certify that I am the sole owner of my business and of the tradename.

I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupies the position indicated and that they have full authority to bind the business. This authority shall remain valid for thirty (30) days from the date of this Corporate Resolution.

DATED: 10/23/23

ATTEST: Michael Sciabarrasi
(Name & Title)

Sole Proprietor

Michael Sciabarrasi

Farm Financial Analysis Services Scope of Work for NH Department of Agriculture, Markets & Food Farmer Mental Health Support Program

Farm Financial Analysis Services (FFAS) will provide farm financial analysis education to assist farmers who are suffering stress due to the economic conditions of their operations.

FFAS is operated by Michael Sciabarrasi. Mr. Sciabarrasi is a University of New Hampshire, Emeritus Cooperative Extension Professor with over 30 years of experience as the Agricultural Business Management Specialist for the State's Cooperative Extension Service.

The primary services offered by FFAS will focus on a guided review and instruction on assessing the farm's financial reports (profit and loss, balance sheet, and cash flow) and key production measures. The purpose of these educational services will be to instruct farm owners on 1) improving financial reporting practices, 2) measuring business financial strengths and weaknesses, and 3) aligning reporting practices with goals to enhance business decision making ability.

Standard FFAS educational service provided will include the following steps:

1. Meet (virtual or on-site) with the farm owner(s) and/or management team to ascertain business goals, identify key business questions, and review available farm records.
2. Prepare an initial report of farm financial data and production records for review by farm owner(s) and/or management team.
3. Meet virtually with the farm owner(s) and/or management team to discuss their understanding of the initial report, identify additional information needed, and reaffirm key business questions.
4. Complete farm financial analysis report and suggest improvements in financial and production reporting practices for consideration by farm owner(s) and/or management team.
5. Hold final meeting (virtual or on-site) with the farm owner(s) and/or management team to review and assess their understanding of the farm financial analysis report and suggested changes to reporting practices. Assist farm owners(s) and/or management team with presentation of results to business consultants and advisors.

Based on a farm's goals, educational services may focus on topics such as how to estimate cost of production, forecast business profit, make cash flow projections, assess loan repayment ability, or estimate the impact of business investments. Acceptance and implementation of report results will be the responsibility of the farm owner(s) and/or management team in concert with their business consultants and advisors.

Since limited funds are available, priority will be given to applicants 1) with at least one full-time farm operator, 2) who rely on farm income to cover family living expenses, 3) with acceptable farm financial and production records, and 4) with farm gross revenues over \$150,000. All applications will be considered regardless of farm gross revenues and assessed by

Farmer Mental Health Advisory Committee. This Advisory Committee will consist of the Mike Sciabarrasi or Betsy Harrison, Seth Wilner (UNH Cooperative Extension) and Josh Marshall (NH Department of Agriculture, Markets, and Food)

The charge for standard FFAS services listed above and offered through the New Hampshire Department of Agriculture, Markets and Food (NHDAMF) is \$2,000 per farm. This charge covers estimated consulting time of 16 to 20 hours per farm, including costs of travel and report preparation. A farm may request additional educational assistance beyond the \$2,000 cap. If a farm requests additional services and time, the request will be submitted to the Farmer Mental Health Advisory Committee. Decisions will be based on the number of farms requesting services and availability of funds.

If the Advisory Committee does not approve a request for additional funding, the farmer may propose a separate agreement with FFAS. If FFAS agrees with the proposal, the proposal will be outlined in a written agreement signed by the farmer and vendor, and any additional costs will be paid directly by the farmer.

FFAS invoices for standard services paid for by the state will be billed monthly to the NHDAMF with payment due 30 days after the invoice is received. Invoices for work completed with farm clients will be prepared as follows: \$400 upon completion of step 1 (interview); \$600 upon completion of step 3 (review of initial report); \$600 upon completion of step 4 (financial analysis report); and, \$400 upon completion of step 5 (review of analysis report).

If additional state funding beyond the \$2,000 cap is approved, FFAS will invoice the state upon completion of the additional work and delivery of a supplemental report to the farmer. Payment will be due 30 days after the invoice is received.

With the consent of the farm owner(s), FFAS will work closely with UNH Cooperative Extension for whole farm planning assistance. Also, FFAS will seek supporting financial information from the farm's lender(s), tax accountant(s), and other business advisor(s) *only* upon the farm owner's request *and* with the farm owner's written notification of consent to parties involved.

At the end of the contract year, FFAS will prepare a report for NHDAMF which summarizes its work with farm families, highlighting impacts and achievements. No individual farm data will be disclosed or otherwise compromised in this report.

Additional information and applications for this assistance will be available from NHDAMF.

Vendor

10/23/23
Michael Sciabarrasi
DBA, Farm Financial Analysis Services
7 Roberta Drive, Dover, NH 03820
603-957-7230