



New Hampshire Veterans Home

139 Winter Street
Tilton, NH 03276-5415
www.nh.gov/veterans



HRC

Kimberly M. MacKay
Commandant

Telephone: (603) 527-4400
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May 20, 2025

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

REQUESTED ACTION

Authorize the New Hampshire Veterans Home (NHVH) to enter into a contract with KJ Fisher and Sons, LLC (VC#165249), Deerfield, NH in the amount of \$376,636.00 to remove, replace, repair and update outdoor structures and sidewalks in the LEDU Courtyards and TARR South Flag Deck, for veteran safety while enjoying quality time outdoors, effective June 26, 2025, upon Governor and Council approval, through December 31, 2025. 100% General Funds.

Funds are available in State Fiscal Year 2025 to support this request, with authority to adjust amounts within the price limitation and encumbrances between State Fiscal Years through the Budget Office if needed and justified.

05-043-043-430010-5358 HEALTH AND SOCIAL SERVICES, NH VETERANS HOME, VETS HOME CUSTODIAL CARE

State Fiscal Year	Class/Account	Class Title	Amount
2025	048-500226	Contractual Maint Build-Grn	\$376,636.00
		Total:	\$376,636.00

EXPLANATION

The purpose of this request is to remove old materials and replace them with updated materials for longevity and Veteran safety. The current LEDU Courtyards and Tarr South Flag Deck are very uneven, most sidewalk damage was caused by tree roots. The removal of the trees and replacement of the concrete will make these courtyards useable. They are currently closed off to residents and staff due to safety/fall concerns. This project will provide that safety while also providing a space for Veteran conversation, cookouts with Veteran Service Organizations, other organizations and families. It will also increase the longevity of the NHVH grounds.

The NHVH selected the Contractor through a competitive bid process using a Request for Bid (RFB) that was posted on the Department of Administrative Services Statewide Bids and Proposals website from April 9, 2025, through April 30, 2025. The NHVH received two bids with the RFB, that were reviewed and scored. The bid that received the highest overall score was selected.

Respectfully Submitted,

Kimberly M. MacKay
Commandant

Project ID #

RFB-NHVH-2025-04

Project Title

NHVH Courtyard Project

<i>[tasks scoring]</i>	Maximum Points Available [add points to each task scoring]	Triple Construction	KJ Fisher & Sons
Technical			
<i>Site work/concrete installment methodology</i>	150	75	150
<i>Fencing installation methodology</i>	150	150	150
<i>Vendor's Technical, Service and Project Management Experience</i>	100	70	90
<i>Work Plan</i>	150	130	150
<i>Vendor Company</i>	50	50	50
<i>Staffing Qualifications</i>	100	75	85
Subtotal - Technical	700	550	675
Cost			
<i>Vendor Cost</i>	300	150	300
Subtotal - Cost	300	150	300
TOTAL POINTS	1,000	700	975

TOTAL PROPOSED VENDOR COST	\$ 514,344.00	\$ 376,636.00
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Reviewer Name

1	Shannon Perkins
2	Scott Jones
3	Brian Baker

Title

PME IV
Maint Oper Foreman
COO

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

REVISIONS TO STANDARD CONTRACT PROVISIONS

1 – Revisions to Form P-37, General Provisions

Paragraph 7, Personnel, is amended by adding subparagraph 7.3 as follows:

- 7.3. Service Provider Requirements to be presented upon initiation of services and by January 31st annually, including sending the information or results of information to the NHVH Credentialing email box: Credentialing@nhvh.nh.gov
- 7.3.1 A valid license issued by the New Hampshire Office of Professional Licensure and Certification (NH OPLC).
 - 7.3.2 A valid license issued by the Drug Enforcement Administration (DEA), if applicable.
 - 7.3.3 A National Provider Identifier (NPI) number, if applicable.
 - 7.3.4 A criminal background check to include either the National Criminal Records Check or the completed State of NH Release of Criminal Record Authorization Form.
 - 7.3.5 An attestation of the applicant's fitness for duty, meaning the applicant is free of any known infectious diseases.
 - 7.3.6 An attestation of NHVH policies and procedures review upon hire and annually thereafter.
 - 7.3.7 A completed Conviction Disclosure Annual Attestation Form, Exhibit A-1. This attestation will ensure there has been no convictions for the following crimes: A felony for child abuse or neglect, spousal abuse, any crime against children or adults, including but not limited to: violent or sexually-related crime against a child or adult, or a crime which may indicate a person might be reasonably expected to pose a threat to an adult; and felony for physical assault, battery, or drug-related offense committed in the past five years.
 - 7.3.8 A copy of Contractor's Certificate of Insurance, per section 14 of the P-37.
 - 7.3.9 A completed U.S. Department of Health and Human Services Office of the Inspector General (OIG) Exclusion List Screening Disclosure Statement Annual Attestation Form, Exhibit A-2, for the Contractor and all staff working at the NH Veterans Home.
 - 7.3.10 An attestation that the Contractor has completed a monthly OIG exclusion list check for the Contractor and all contracted staff working at the NHVH.

BT

5/22/15

New Hampshire Veterans Home Exhibit A-1



NH Veterans Home - Conviction Disclosure Annual Attestation Form

Barbara A Fisher, Managing Member

KJ Fisher & Sons, LLC
Contracted Agency

Name

Have you ever been convicted of a crime (felony or misdemeanor) that has not been officially annulled by a court since your last conviction disclosure statement?

No.

Yes (please answer the following question below):

If yes, please give the date, location and nature of the felony or misdemeanor conviction:

I certify that the information provided in this conviction disclosure statement is complete, accurate and up to date on the date specified below. I certify that there are no willful misrepresentations of the above statement and the answer to the question herein, and that I have made no omissions of material fact with respect to any of my answers to the questions presented. I understand that should I be convicted of a crime (felony or misdemeanor) after my signature dated below but prior to my next evaluation meeting, I must inform my supervisor immediately or face disciplinary action.

My signature below certifies that I have read and agreed to the above statement.

Barbara A. Fisher
Contractor Signature

5/22/25
Date

Contractor Initials BF

Date 5/22/25

New Hampshire Veterans Home

Exhibit A-2



NH Veterans Home – OIG Exclusion List Screening Disclosure Statement Annual Attestation Form

Barbara Fisher
Name

KJ Fisher & Sons, LLC
Contracted Agency

1. Have you (business or individual) ever been excluded from participating in United States Government federally funded, including VA funded, programs or services?

No (please submit a screen shot of the results of entering your name, business or individual, at this link: <https://exclusions.oig.hhs.gov/>.)

Yes (please answer the following question below):

If yes, please give the date, location, and nature of the exclusion:

2. Are you (business or individual) currently excluded from participating in United States Government federally funded, including VA funded, programs or services?

No (please submit a screen shot of the results of entering your name, business or individual, at this link: <https://exclusions.oig.hhs.gov/>.)

Yes (please do not provided services to NHVH and call your NHVH contact immediately):

I certify that the information provided in this OIG Exclusion Check Disclosure Statement is complete, accurate and up to date on the date specified below. I certify that there are no willful misrepresentations of the above statement and the answer to the questions herein, and that I have made no omissions of material fact with respect to any of my answers to the questions presented. I understand that should I become excluded from participating in United States Government federally funded, including VA funded, programs or services, with my name listed on the OIG Exclusion list, after my signature dated below but prior to my next evaluation meeting, I must inform my supervisor immediately or face disciplinary action.

My signature below certifies that I have read and agreed to the above statement.

Barbara A Fisher
Contractor Signature

5-22-25
Date

Visit our [tips page](#) to learn how to best use the Exclusions Database. If you experience technical difficulties, please email the webmaster at webmaster@oig.hhs.gov.

Exclusions Search Results: Individuals

No Results were found for

K JFisherandSons

 **If no results are found, this individual or entity (if it is an entity search) is not currently excluded. Print this Web page for your documentation**

[Search Again](#)

Search conducted 5/23/2025 1:05:51 PM EST on OIG LEIE Exclusions database.
Source data updated on 5/9/2025 10:01:00 AM EST

[Return to Search](#)

New Hampshire Veterans Home



Exhibit B

Scope of Services

1. Contractor shall supply all labor, tools, transportation, materials, equipment and permits as necessary and required to perform services at the New Hampshire Veterans Home (NHVH) as described below:

- a. **LEDU Courtyards**

- i. For the entire project, add \$50,000 allowance for landscaping and plants

- ii. **South Side of building:**

1. **FENCING** - Removal of 175' of wooden fencing and posts, replace with 8' tall composite material privacy fencing to include one 4' door and two 4' doors to create an 8' wide gate.
 2. **DEMO** - Removal of all concrete sidewalks and pads, removal of 3 larger trees, removal of all grass and soil to a depth of 8"-10" below finish grade (finish grade to match grade of two doors) Removal of any handrails currently in place. All material to be trucked off site unless otherwise noted by owner.
 3. **CONSTRUCTION** - Install a triangular shaped concreted slab 73'x102'x65' to consist of 4-6" compacted gravel, 5" thick concrete slab with wire mesh reinforcement, minimum 3000 PSI mix, on site slump should not exceed a 5. Smoothed finish with rounded edges.
 4. **ELECTRICAL** - Preserve existing site lighting.

- iii. **North Side of building:**

1. **FENCING** - Removal of 190' wooden fencing and posts, replace with 8'tall composite material privacy fencing to include one 4' door and two 4' doors creating an 8' wide gate.
 2. **DEMO** - Removal of all concreted sidewalks and pads, 2 larger trees and a few small trees, removal of all grass and soil to a depth 8-10" below finish grade (finish grade to match doors from building) removal of all handrails in place. All material to be trucked off site unless otherwise noted by owner.
 3. **CONSTRUCTION** - Install a square concrete pad 60'x60' and one 24'x15' pad connecting to fence exit door, to consist of of 4-6" compacted gravel, 5" thick concrete slab with wire mesh reinforcement, minimum 3000 PSI mix, on site slump should not exceed a 5. Smoothed finish with rounded edges.
 4. **ELECTRICAL** - Preserve existing site lighting.

Contractor Initials

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New Hampshire Veterans Home



Exhibit B

- b. Alternative, separate line bid item – **TARR SOUTH FLAG DECK**
- i. Removal of all concrete walkways, 4 drains on site should be preserved or replaced.
 - ii. Any exposed foundation drainage to be checked for integrity and repaired as needed.
 - iii. Removal of all material 8-10" below finish grade, finish grade to match existing door, all material trucked off site.
 - iv. Installation of a pie shaped concrete pad, dimensions are 52'x92'x41'x46'.
 - v. 5" thick concrete slab with wire mesh reinforcement, minimum 3000 PSI mix, on site slump should not exceed a 5. Smoothed finish
2. Additional Contractor work and staff requirements as follows:
- a. Unless otherwise stated in the Scope of Services, all services performed under this Contract shall be performed between the hours of 7:30 A.M. and 4:00 P.M. for State business days, unless other arrangements are made in advance with the State. Any deviation in work hours shall be pre-approved by the Contracting Officer. The State requires ten-day advance knowledge of said work schedules to provide security and access to respective work areas. No premium charges shall be made for any off-hour work.
 - b. The Contractor shall not commence work until a conference is held with NHVH, at which representatives of the Contractor and the State are present. The conference shall be arranged by NHVH.
 - c. The State shall require correction of defective work or damages to any part of a building or its appurtenances when caused by the Contractor's employees, equipment, or supplies. The Contractor shall replace in satisfactory condition all defective work and damages rendered thereby or any other damages incurred. Upon failure of the Contractor to proceed promptly with the necessary corrections, the State may withhold any amount necessary to correct all defective work or damages from payments to the Contractor.
 - d. The work staff shall consist of qualified persons completely familiar with the products and equipment they shall use. NHVH may require the Contractor to dismiss from the work such employees as deems incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment on the work is deemed to be contrary to the public interest or inconsistent with the best interest of security and the State.
 - e. The Contractor or their personnel shall not represent themselves as employees or agents of the State.
 - f. While on State property, employees shall be subject to the control of the State, but under no circumstances shall such persons be deemed to be employees of the State.
 - g. All Contractor personnel shall observe all regulations or special restrictions in effect at the State Agency.
 - h. The Contractor's personnel shall be allowed only in areas where services are being performed. The use of State telephones is prohibited.

Contractor Initials BT



Exhibit B

3. The Contractor's warranty on services is as follows:
 - a. The Contractor shall warranty all services provided, by the Contractor, for a period of not less than one (1) year or the manufacturer's standard warranty period, whichever is greater, commencing on the date that the equipment is received, inspected, and accepted by the State of New Hampshire. The warranty shall cover 100% of repair or replacement costs, including all parts, shipping, labor, travel, lodging, and expenses.

4. The Obligations and Liability of the Contractor is as follows:
 - a. The Contractor shall perform all work and furnish all materials, tools, equipment, and safety devices necessary to perform the requested services in the manner and within the time hereinafter specified. The Contractor shall provide said services to the satisfaction of the State and in accordance with the specifications and at the price set forth herein. All work to be performed and all equipment to be furnished pursuant to the Scope of Services included herein shall be performed and furnished in strict accordance with the specifications included herein, the terms of any contract awarded as a result of this solicitation, any associated contract drawings, and the directions of State representatives as may be given from time to time while the work is in progress.
 - b. The Contractor shall take full responsibility for the work to be performed pursuant to the Scope of Services included herein; for the protection of said work; and for preventing injuries to persons and damage to property and utilities on or about said work. The Contractor shall in no way be relieved of such responsibility by any authority of the State to give permission or issue orders relating to any part of the work, by any such permission given or orders issued, or by any failure of the State to give such permission or issue such orders. The Contractor shall bear all losses accruing to the Contractor as a result of the amount, quality, or character of the work required, or because the nature or characteristics of the work location is different from what the Vendor estimated or expected, or due to delays or other complications caused by the weather, elements, or other natural causes.
 - c. The Contractor agrees that any damage or injury to any buildings, materials, equipment, or other property resulting from the Vendor's performance of the requested services shall be repaired at the Vendor's own expense so that such buildings, materials, equipment, or other property are satisfactorily restored to their prior condition.

5. Reporting
 - a. The Contractor shall maintain records pertaining to contract activities.
 - b. The Contractor shall provide the Department with reports and/or documentation as requested by the Department.

6. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this contract may be withheld, in whole, or in part, in the event of noncompliance with any State or Federal law, rule

Contractor Initials BF

New Hampshire Veterans Home



Exhibit B

or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.

7. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting encumbrances between State Fiscal Years may be made by written agreement of both parties and may be made without further approval of the Governor and Executive Council, if needed and justified.



Exhibit C

Method and Conditions Precedent to Payment

- The State shall pay the Contractor an amount not to exceed the Form P-37 General Provisions Price Limitation, Block 1.8, for the services provided by the Contractor pursuant to Exhibit B, Scope of Services, as outlined in the table below:

DESCRIPTION	EXTENDED COST
Section 1 – One time install of ready to fill dispensers	
Total Labor Cost (at \$ _____ per hourly rate)	\$
Total Materials Cost	\$
Section 1 Subtotal	\$
Section 2 – Chemical Costs (per unit)	
	\$
	\$
Section 2 Subtotal	\$
TOTAL	\$

BASE BID (Ledu N S) Labor, Materials & Equipment: \$231,693.00 Two Hundred Thirty-One Thousand Six Hundred Ninety-Three Dollars and Zero Cents
 ALTERNATE (Tarr S) Labor, Materials & Equipment: \$144,943.00 One Hundred Forty-Four Thousand Nine Hundred Forty-Three Dollars and Zero Cents

- The Contractor agrees to provide the services in Exhibit B, Scope of Services in compliance with funding requirements.
- The Contractor agrees that they will not receive any additional compensation, other than what is listed in #1 above, from NHVH.
- The Contractor will submit an invoice to NHVH no later than 30 days after the service is rendered, per Exhibit B, to the following:
 - 4.1. Email: Accounts.Payable@nhvh.nh.gov
 - 4.2. Mail: NH Veterans Home
139 Winter Street
Tilton, NH 03276
ATTN: Business Office
- Contractor Invoices will be broken out by the descriptions listed in the above table.
- NHVH has up to 30 days to pay the Contractor, per invoice submission with supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.
- The Contractor is responsible for paying their own license, taxes, and insurance costs.

Exhibit C

Contractor Initials DSF

New Hampshire Veterans Home



Exhibit C

8. By signing this contract, the Contractor is attesting to the fact that their corporation and individuals within their corporation have never been excluded from participating in United States Government federally funded, including VA funded, programs or services.
9. By signing this contract, the Contract is attesting to the fact that their corporation and individuals within their corporation are not currently excluded from participating in United States Government federally funded, including VA funded, programs or services.
10. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
11. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjusting encumbrances between State Fiscal Years, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

Exhibit C

Contractor Initials

BF



Exhibit D

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Veterans Home (NHVH) 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 NHVH 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, NHVH may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the NHVH agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHVH.
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 NHVH, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Exhibit D – Certification Regarding Debarment, Suspension and Other Responsibility Matters

Vendor Initials

[Handwritten Signature]

New Hampshire Veterans Home



Exhibit D

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 Office of Inspector General Exclusion Database: <https://exclusions.oig.hhs.gov/>
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, NHVH may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
 12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).
- LOWER TIER COVERED TRANSACTIONS.

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

Exhibit D – Certification Regarding Debarment, Suspension and Other Responsibility Matters

Vendor Initials BT

New Hampshire Veterans Home



Exhibit D

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.

Vendor Name:

5-22-25
Date

Name:
Title:

Barbara A. Fisher
Barbara A. Fisher
Managing Member

Exhibit D – Certification Regarding Debarment, Suspension and Other Responsibility Matters

Vendor Initials

BF

New Hampshire Veterans Home

Exhibit E: Business Associates Agreement



This Business Associate Agreement herein, "Agreement", effective as of this 13th day of May 2025 herein, "Effective Date", is entered into by and between KJ Fisher & Sons, LLC herein, "Business Associate", located at 95 Old Center Rd., Deerfield, NH 03037 and State Agency, New Hampshire Veterans Home herein, "Covered Entity" located at 139 Winter Street, Tilton, NH 03276.

1. **HIPAA.** The Business Associate agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164.

(1) Definitions.

- a. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- b. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- c. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- d. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.
- e. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- f. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- g. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- h. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.501.
- i. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- j. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- k. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time.

(2) Use and Disclosure of Protected Health Information.

Business Associate Initials BF

New Hampshire Veterans Home



Exhibit E: Business Associates Agreement

- a. Business Associate shall not use, disclose, maintain, or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, the Business Associate shall not, and shall ensure that its directors, officers, employees, and agents, do not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
 - (i) for the proper management and administration of the Business Associate;
 - (ii) as required by law, pursuant to the terms set forth in paragraph d. below; or
 - (iii) for data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to immediately notify Business Associate of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.
- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions on the uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

- a. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, including any security incident involving Covered Entity data, of which it becomes aware, within two (2) business days of becoming aware of such unauthorized use or disclosure or security incident.
- b. Business Associate shall use administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of protected health information, in electronic or any other form, that it creates, receives, maintains or transmits under this Agreement, in accordance with the Privacy and Security Rules, to prevent the use or disclosure of PHI other than as permitted by the Agreement.
- c. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

Business Associate Initials

BJ

New Hampshire Veterans Home

Exhibit E: Business Associates Agreement



- d. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section (3)b and (3)k herein. The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard provision #13 of this Agreement for the purpose of use and disclosure of protected health information.
- e. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- f. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- g. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- h. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- i. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- j. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- k. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes

Business Associate Initials

BT

New Hampshire Veterans Home

Exhibit E: Business Associates Agreement



that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

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

(5) Term and Termination for Cause

- a. **Term.** The Term of this Agreement shall be effective as of the Effective Date first set forth above and shall continue in effect until terminated hereunder.
- b. **Termination by Agreement.** This Agreement may be terminated at any time by mutual agreement of the parties.
- c. **Automatic Termination.** This Agreement shall terminate upon termination of the business relationship between the parties.
- d. **Termination for Cause.** Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity may at its sole discretion:
 1. Terminate this Agreement after providing opportunity for Business Associate to cure the breach or end the violation within the time specified by Covered Entity; or
 2. Terminate this Agreement immediately if Business Associate has breached a material term of this Agreement; or

If neither termination nor cure are feasible, Covered Entity shall report the violation to the Secretary.

- e. **Effect of Termination.**
 1. If this Agreement is terminated for any reason, the Covered Entity may simultaneously terminate any business relationship without penalty. If there is a conflict between the underlying service agreement and this Agreement with respect to termination, this Agreement shall prevail.
 2. Except as provided in paragraph (3) of this Section VI. E., upon termination of this Agreement for any reason, Business Associate shall return to Covered Entity or, if agreed to by Covered Entity, destroy all protected health information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, that the Business Associate maintains in any form. Business Associate shall retain no copies of the protected health information.

Business Associate Initials BJ

New Hampshire Veterans Home

Exhibit E: Business Associates Agreement



3. In the event that Business Associate determines that returning or destroying the protected health information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. In such event, Business Associate shall extend the protections of this Agreement to such protected health information and limit further uses and disclosures of such protected health information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such protected health information.
4. The provisions of this Section VI.E shall survive the termination of this Agreement.

(6) Miscellaneous

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, as amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA and the Privacy and Security Rule.
- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section 3 k, the defense and indemnification provisions of section 3 d and g. below, shall survive the termination of the Agreement.
- g. Indemnification. To the extent permitted by law, each party (the "Indemnifying Party") shall indemnify and hold harmless the other party (the "Indemnified Party"), its officers, directors, employees and agents, from and against, and, at the Indemnified Party's request, defend the Indemnified Party against, any and all claims, damages, losses, liabilities, costs and expenses (including reasonable attorney's fees) arising out of or resulting from the grossly negligent or the intentional acts or omissions of the Indemnifying Party, its employees and its agents under the Agreement. Each Indemnified Party shall fully cooperate with the Indemnifying Party in all matters within the scope of this section.

Business Associate Initials BJ

New Hampshire Veterans Home

Exhibit E: Business Associates Agreement



IN WITNESS WHEREOF, the parties hereto have duly executed this Business Associates Agreement.

New Hampshire Veterans Home
The Covered Entity

Kimberly M. MacKay
Signature of Authorized Representative

Kimberly M. MacKay
Name of Authorized Representative

Commandant
Title of Authorized Representative

6/2/2025
Date

KJ Fisher & Sons, LLC
Name of the Business Associate

Barbara A. Fisher
Signature of Authorized Representative

Barbara A. Fisher
Name of Authorized Representative

Managing Member
Title of Authorized Representative

5-22-25
Date

Business Associate Initials BF

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 K.J. FISHER AND SONS L.L.C. is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on March 18, 2004. 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: 469364

Certificate Number: 0007188840



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 27th day of May A.D. 2025.

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

David M. Scanlan
Secretary of State

(Limited partnership, Limited liability professional partnership or LLC)

Certificate of Authority # 3

Limited Partnership or LLC Certification of Authority

I, Barbara A Fisher, hereby certify that I am the sole Partner, Member or
(Name)

Manager and the sole officer of K J Fisher & Sons, LLC a limited liability partnership
(Name of Partnership or LLC)

under RSA 304-B, a limited liability professional partnership under RSA 304-D, or a limited liability company under RSA 304-C.

I certify that I am authorized to bind the partnership or LLC. 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 partnership or LLC and that this authorization **shall remain valid for thirty (30) days** from the date of this Corporate Resolution.

DATED: 5/20/2025

ATTEST: Barbara A Fisher
(Name & Title)
Managing Member



KJFISHE-01

KATHY1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/28/2025

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 The Davis Agency, LLC 24 Warren Street Concord, NH 03301	CONTACT NAME: Kathleen Pettit	
	PHONE (A/C, No, Ext): (603) 715-8684	FAX (A/C, No):
E-MAIL ADDRESS: kathy@thedavisagency.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Acadia Insurance Company		31325
INSURED K.J. Fisher & Sons, LLC 95 Old Center Road Deerfield, NH 03037	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 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:			CPA5293889-18	5/15/2025	5/15/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CAA5293890-18	5/15/2025	5/15/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			CUA5294652-18	5/15/2025	5/15/2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 Prod/Comp. Ops \$ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> N <input type="checkbox"/> Y If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WPA5293891-18	5/15/2025	5/15/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
**Workers Compensation - 3A States: NH, MA, ME.

RE: Courtyard Project (RFB-NHVH-2025-04) - 139 Winter Street, Tilton, NH.

CERTIFICATE HOLDER New Hampshire Veterans Home 139 Winter Street Tilton, NH 03276	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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