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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

GLENCLIFF HOME

Lori A. Weaver
Commissioner

L. Todd Bickford
Administrator

393 HIGH STREET, PO BOX 76, GLENCLIFF, NH 03238
603-989-3111 Fax: 603-989-3040
TDD Access: 1-800-735-2964
www.dhhs.nh.gov

October 20, 2025

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Glencliff Home, to amend an existing contract with Technical Gas Products, Inc. (VC# 240386), Wallingford, CT, for the continued provision of oxygen concentrator rentals and associated maintenance services by exercising a contract renewal option, by increasing the price limitation by $24,000 from $48,000 to $72,000 and extending the completion date from December 31, 2025 to December 31, 2027, effective January 1, 2026, upon Governor and Council approval. 44.31% General Funds. 55.69% Other Funds (Agency Funds).

The original contract was approved by Governor and Council on December 22, 2021, item #23; and amended on November 29, 2023, item #11; and most recently amended on November 13, 2024, item #12.

Funds are available in the following account for State Fiscal Years 2026 and 2027 and are anticipated to be available in State Fiscal Year 2028, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

05-95-91-910010-57100000 Health and Social Services, Dept of Health and Human Services, HHS: Glencliff Home, Professional Care

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2022	046-500464	Consultants	91000000	$6,000	$0	$6,000
2023	046-500464	Consultants	91000000	$12,000	$0	$12,000
2024	046-500464	Consultants	91000000	$12,000	$0	$12,000
2025	046-500464	Consultants	91000000	$12,000	$0	$12,000
2026	046-500464	Consultants	91571122	$6,000	$6,000	$12,000
2027	046-500464	Consultants	91571122	$0	$12,000	$12,000
2028	046-500464	Consultants	91571122	$0	$6,000	$6,000

			Total	**$48,000**	**$24,000**	**$72,000**

EXPLANATION

The purpose of this request is to exercise an available contract renewal option for the Contractor to continue providing oxygen concentrators for residents of Glencliff Home, as deemed medically necessary, and as required by the Centers for Medicare and Medicaid Services.

Approximately 15 Glencliff Home residents require the use of oxygen concentrators, annually.

The Contractor will continue providing rentals and transport of five (5) liter per minute and ten (10) liter per minute oxygen concentrators to Glencliff Home as well as provide all required maintenance onsite and emergency replacement of oxygen concentrators as needed, with no increase to the level of funding. Additionally, the Contractor will continue providing in-service trainings to Glencliff Home employees upon request by the Glencliff Home Administrator.

The Department will continue to monitor contracted services to ensure:

- Glencliff Home inquiries and maintenance calls are responded to within five (5) calendar days.
- Glencliff Home emergency calls for replacement concentrators are responded to within 48 hours.
- In-service trainings are provided to Glencliff Home employees upon request by the Glencliff Home Administrator.

As referenced in Exhibit A of the original agreement, the parties have the option to extend the agreement for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval. The Department is exercising its option to renew services for two (2) years of the remaining two (2) years available.

Should the Governor and Council not authorize this request, Glencliff Home may not be able to continue providing oxygen concentrator for residents of Glencliff Home, as deemed medically necessary. This service is a critical component of health care for some Glencliff Home residents. Additionally, the Department would be out of compliance with the Centers for Medicare and Medicaid Services.

The Department has determined that the Contractor is in good standing with the Secretary of State's Office, has secured the required levels of insurance, and has provided evidence of authority to execute and be bound by the contract. Documents supporting these assertions are available at the agency for review upon request.

Area served: Glencliff Home.

Respectfully submitted,

For

Lori A. Weaver
Commissioner

State of New Hampshire
Department of Health and Human Services
Amendment #3

This Amendment to the Oxygen Concentrator Rentals and Maintenance Services contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Technical Gas Products, Inc. ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on December 22, 2021 (Item #23), as amended on November 29, 2023 (Item #11), and as most recently amended on November 13, 2024 (Item #12), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

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

1. Form P-37 General Provisions, Block 1.7., Completion Date, to read:

   December 31, 2027

2. Form P-37, General Provisions, Block 1.8., Price Limitation, to read:

   $72,000

3. Modify Exhibit A, Revisions to Standard Provisions, by adding Subsection 1.4., to read:

   1.4 Paragraph 6, Compliance by Contractor with Laws and Regulations/Equal Employment Opportunity, Subparagraph 6.1., is amended as follows:

   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, RSA 151:21 Patients' Bill of Rights, 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.

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

   1. This Agreement is funded by:

      1.1. 30.87% General funds.

      1.2. 69.13% Other funds (Agency Funds).

5. Modify Exhibit C, Payment Terms; Section 2, to read:

   2. Payment for said services shall be made monthly as follows:

Oxygen Concentrators Rental Rates, Inclusive of Travel and Mileage	
5 Liters per minute	$41.00 per unit, per month
10 Liters per minute	$82.00 per unit, per month

Contractor Initials
Date 10.10.25

All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. This Amendment shall be effective January 1, 2026, upon Governor and Council approval.

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

State of New Hampshire
Department of Health and Human Services

DocuSigned by:
Ellen Marie Lapointe
46806801F0E8428...

10/23/2025
Date

Name: Ellen Marie Lapointe
Title: Chief Executive Officer

Technical Gas Products, Inc.

10/10/2025
Date

Name: JOSEPH SMITH
Title: CEO

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

OFFICE OF THE ATTORNEY GENERAL

DocuSigned by:
Robyn Guarino
748734844941460...

10/23/2025

Date

Name: Robyn Guarino
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Docusign Envelope ID: A359A148-3877-483C-8628-FF6CDF4CEB3B

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 TECHNICAL GAS PRODUCTS, INC. is a Pennsylvania Profit Corporation registered to transact business in New Hampshire on July 25, 2006. 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: **561560**
Certificate Number: **0007315046**

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 20th day of October A.D. 2025.

David M. Scanlan
Secretary of State

CERTIFICATE OF AUTHORITY

I, Amy A. Fox, hereby certify that:
(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Clerk/Assistant Secretary/Officer of Technical Gas Products, Inc.
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on July 9, 20 25, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That Joseph Smith, Chief Executive Officer (may list more than one person)
(Name and Title of Contract Signatory)

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

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

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

Dated: October 9, 2025

Signature of Elected Officer
Name: Amy A. Fox
Title: Assistant Secretary

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/02/2025

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
Willis Towers Watson Northeast, Inc.
c/o 26 Century Blvd
P.O. Box 305191
Nashville, TN 372305191 USA

CONTACT NAME: WTW Certificate Center
PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378
E-MAIL ADDRESS: certificates@wtwco.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Benchmark Insurance Company	41394
INSURER B : Hartford Fire Insurance Company	19682
INSURER C : Twin City Fire Insurance Company	29459
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Technical Gas Products, Inc.
101 North Plains Industrial Road
1B Suite 1
Wallingford, CT 06492

COVERAGES

CERTIFICATE NUMBER: W38562701

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	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY / PRO-JECT / LOC OTHER:			D1024 G6495-5	04/01/2025	04/01/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 3,000,000 $ 3,000,000 $
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY			30 AB S79602	04/01/2025	04/01/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $ $
C	UMBRELLA LIAB / X OCCUR X EXCESS LIAB / CLAIMS-MADE DED / X RETENTION $ 10,000			30XSON0AT7	04/01/2025	04/01/2026	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N No If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		30 WN S79600	04/01/2025	04/01/2026	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
A	Excess Liability			UM1024 6496-5	04/01/2025	04/01/2026	Per Occurrence Aggregate	$10,000,000 $10,000,000

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

Excess policy 30XSON0AT7 sits excess over 30ABS79602 and 30 WN S79600

Excess policy UM1024 6496-5 sits over the General Liability D1024 G6495-5 policy

Re: Excess Liability sits excess over the Auto Liability and Employers Liability

CERTIFICATE HOLDER

State of NH
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301-3857

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Donna M Dina

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