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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
GLENCLIFF HOME

FEB 11 2026

Lori A. Weaver
Commissioner

L. Todd Bickford
Administrator

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TDD Access: 1-800-735-2964
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January 12, 2026

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, Glenclyff Home, to amend an existing contract with A.O. Phaneuf & Son Funeral Home, LLC. (VC# 321813), Manchester, NH, to continue providing burial and cremation services for Glenclyff Home residents, by exercising a contract renewal option by increasing the price limitation by \$22,240 from \$44,480 to \$66,720 and extending the completion date from June 30, 2026 to June 30, 2028, effective July 1, 2026, upon Governor and Council approval. 49.44% General Funds. 50.56% Other Funds (Agency Income).

The original contract was approved by Governor and Council on June 1, 2022, item #15, and amended on May 1, 2024, item #22.

Funds are available in the following accounts for State Fiscal Year 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, GLENCLIFF HOME, PROFESSIONAL CARE

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2023	046-500464	Consultants	91000000	\$11,120	\$0	\$11,120
2024	046-500464	Consultants	91000000	\$11,120	\$0	\$11,120
2025	046-500464	Consultants	91000000	\$11,120	\$0	\$11,120
2026	046-500464	Consultants	91000000	\$11,120	\$0	\$11,120
2027	046-500464	Consultants	91571122	\$0	\$11,120	\$11,120
2028	046-500464	Consultants	91571122	\$0	\$11,120	\$11,120
			Total	\$44,480	\$22,240	\$66,720

EXPLANATION

The purpose of this request is to exercise an available renewal option for the Contractor to continue providing burial and cremation services for indigent residents of Glenclyff Home who do not have a pre-paid burial plan. While many residents have pre-arranged burial plans, this agreement ensures that all of the approximately 75 residents at Glenclyff Home will receive a proper burial or cremation.

The Contractor will continue to provide burial and cremation services in compliance with the burial intentions and special requests provided by Glenclyff Home upon receiving notification of the death of a resident. The Contractor will continue timely removal of the departed resident, provide transportation to the funeral home or crematorium, and prepare the departed resident for burial or cremation. Additionally, the Contractor will continue to complete death certificates and obtain proper physician signatures, file original death certificates with the Town Clerk, and complete all other associated and required record-keeping documentation.

As referenced in Exhibit A, Revisions to Standard Agreement Provisions, 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, residents of Glenclyff Home, without pre-arranged burial plans, may be deprived of a dignified burial or cremation in accordance with their final wishes.

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.

Area served: Glenclyff Home.

Respectfully submitted



Lori A. Weaver
Commissioner

**State of New Hampshire
Department of Health and Human Services
Amendment #2**

This Amendment to the Burial and Cremation Services contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and A.O. Phaneuf & Son Funeral Home, LLC. ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 1, 2022 (Item #15), and amended on May 1, 2024 (Item #22), 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:
June 30, 2028
2. Form P-37, General Provisions, Block 1.8., Price Limitation, to read:
\$66,720
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. 37.99% General Funds.
 - 1.2. 62.01% Other Funds (Agency Income).

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 July 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

12/17/2025

Date

DocuSigned by:

Ellen Marie Lapointe

46806801FDE8428

Name: Ellen Marie Lapointe

Title: Chief Executive Officer

A.O. Phaneuf & Son Funeral Home, LLC.

12/16/2025

Date

Signed by:

Arthur Phaneuf

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Name: Arthur Phaneuf

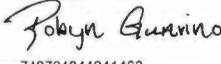
Title: President

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

OFFICE OF THE ATTORNEY GENERAL

1/5/2026

Date

DocuSigned by:

748734844941460

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:

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 A. O. PHANEUF & SON FUNERAL HOME, LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on May 15, 1963. 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; and the attached is a true copy of the list of documents on file in this office.

Business ID: **18262**

Certificate Number: **0007345053**



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 15th day of December A.D. 2025.

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

David M. Scanlan
Secretary of State



CERTIFICATE OF AUTHORITY

I, Aaron Spiritos, hereby certify that:

1. I am the duly elected Vice President of Phaneuf Funeral Homes and Crematorium.
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 December 16, 2025, at which a quorum of the Directors/shareholders were present and voting.

VOTED: That Arthur Phaneuf and Aaron Spiritos, Vice President are duly authorized on behalf of Phaneuf Funeral Home and Crematorium to enter into contracts or agreements with the State 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: December 16, 2025

Aaron Spiritos

Title: Vice President

