



STATE OF NEW HAMPSHIRE  
DEPARTMENT of NATURAL and CULTURAL RESOURCES  
STATE COUNCIL on the ARTS

172 Pembroke Road CONCORD, NEW HAMPSHIRE 03301  
Phone: 271-2789 Fax: 271-3584

JS  
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December 1, 2023

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

**REQUESTED ACTION**

Authorize the Department of Natural and Cultural Resources, Division of the Arts, to award a Partnership Initiative grant to New Hampshire Theatre Project (VC #156466) Portsmouth, NH in the amount of \$6,000 to develop a film portraying the journey of families navigating the elder care system effective upon Governor and Council approval through September 30, 2024. 100% Federal Funds.

Funds are available in account, Federal Arts Partnership Grant, as follows:

	<u>FY 2024</u>
03-035-035-353510-41110000-072-500575 - Grants Federal	\$6,000

**EXPLANATION**

This Partnership Initiative Grant builds on the work of New Hampshire Theatre Project's Elephant in the Room Series, which brings people together around isolating issues through facilitated dialogue. They collaborate with social service agencies to develop these programs and create resources for getting help or accessing further education.

This project will focus on the journey of a family navigating the journey of placing an elderly relative in care highlighting both the difficulties and the resources available. The film will be a resource to help NH caregivers access Medicaid programs and navigate Medicaid qualification processes on behalf of their family member members with dementia or other chronic illnesses. Public film screenings will also connect personal caregivers with a range of support networks and resources and build public awareness of the availability of Medicaid benefits to support NH residents with long-term healthcare needs.

Earlier in Fiscal Year 2024, New Hampshire Theatre Project received a Public Value Partnership grant in the amount of \$15,000 therefore, this award requires Governor and Council approval.

The Attorney General's Office has reviewed and approved the grant agreement as to form, substance and execution.

Respectfully submitted,

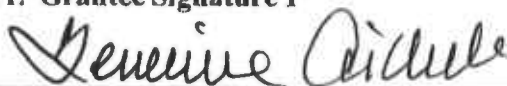
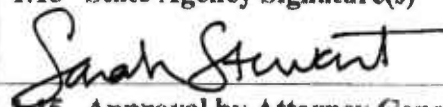
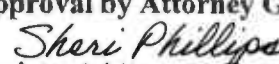
(15M)

Sarah L. Stewart  
Commissioner

## GRANT AGREEMENT

The State of New Hampshire and the Grantee hereby mutually agree as follows:  
GENERAL PROVISIONS

## 1. Identification and Definitions.

<b>1.1. State Agency Name</b> New Hampshire State Council on the Arts		<b>1.2. State Agency Address</b> 172 Pembroke Rd., Concord, NH 03301	
<b>1.3. Grantee Name</b> NH Theatre Project Vendor Code: 156466 UEI: NW51SLKNDZJ3		<b>1.4. Grantee Address</b> 959 Islington St Portsmouth, NH 03801	
<b>1.5. Grantee Phone #</b> 603/431-6644	<b>1.6. Account Number</b> 4110000-072 351890A	<b>1.7. Completion Date</b> 9/30/2024	<b>1.8. Grant Limitation</b> \$6,000.00
<b>1.9. Grant Officer for State Agency</b> Cassandra Mason, NHSCA Grants Officer		<b>1.10. State Agency Telephone Number</b> (603) 271-2789	
If Grantee is a municipality or village district: "By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
<b>1.11. Grantee Signature 1</b> 		<b>1.12. Name &amp; Title of Grantee Signor 1</b> Genevieve Archele Community Projects Director	
<b>Grantee Signature 2</b>		<b>Name &amp; Title of Grantee Signor 2</b> n/a	
<b>Grantee Signature 3</b>		<b>Name &amp; Title of Grantee Signor 3</b> n/a	
<b>1.13. State Agency Signature(s)</b>  12/11/2023		<b>1.14. Name &amp; Title of State Agency Signor(s)</b> Sarah L. Stewart, Commissioner <span style="float: right;">AB</span>	
<b>1.15. Approval by Attorney General (Form, Substance and Execution) (if G &amp; C approval required)</b> By:  Assistant Attorney General, On: 12/12/2023			
<b>1.16. Approval by Governor and Council (if applicable)</b> By:    On:    /    /			

2. **SCOPE OF WORK:** In exchange for grant funds provided by the State of New Hampshire, acting through the Agency identified in block 1.1 (hereinafter referred to as "the State"), the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT B (the scope of work being hereinafter referred to as "the Project").



3 AREA COVERED Except as otherwise specifically provided herein, the  
 4 Grantee shall perform the Project in, and with respect to, the State of New  
 5 Hampshire.

6 EFFECTIVE DATE; COMPLETION OF PROJECT  
 7 This Agreement, and all obligations of the parties hereunder, shall become  
 8 effective on the date on the date of approval of this Agreement by the Governor  
 9 and Council of the State of New Hampshire if required (block 1.16), or upon  
 10 signature by the State Agency as shown in block 1.14 ("the Effective Date")

11 Except as otherwise specifically provided herein, the Project, including all reports  
 12 required by this Agreement, shall be completed in ITS entirety prior to the date in  
 13 block 1.7 (hereinafter referred to as "the Completion Date")

14 GRANT AMOUNT; LIMITATION ON AMOUNT; VOUCHERS; PAYMENT  
 15 The Grant Amount is identified and more particularly described in EXHIBIT C,  
 16 attached hereto.

17 The manner of, and schedule of payment shall be as set forth in EXHIBIT C.

18 In accordance with the provisions set forth in EXHIBIT C, and in consideration  
 19 of the satisfactory performance of the Project, as determined by the State, and as  
 20 limited by subparagraph 5.5 of these general provisions, the State shall pay the  
 21 Grantee the Grant Amount. The State shall withhold from the amount otherwise  
 22 payable to the Grantee under this subparagraph 5.3 those sums required, or  
 23 permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.

24 The payment by the State of the Grant amount shall be the only, and the complete  
 25 payment to the Grantee for all expenses, of whatever nature, incurred by the  
 26 Grantee in the performance hereof, and shall be the only, and the complete,  
 27 compensation to the Grantee for the Project. The State shall have no liabilities to  
 28 the Grantee other than the Grant Amount.

29 Notwithstanding anything in this Agreement to the contrary, and notwithstanding  
 30 unexpected circumstances, in no event shall the total of all payments authorized,  
 31 or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of  
 32 these general provisions.

33 COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS In  
 34 connection with the performance of the Project, the Grantee shall comply with all  
 35 statutes, laws regulations, and orders of federal, state, county, or municipal  
 36 authorities which shall impose any obligations or duty upon the Grantee, including  
 37 the acquisition of any and all necessary permits and RSA 31-95-b.

38 RECORDS and ACCOUNTS  
 39 Between the Effective Date and the date seven (7) years after the Completion  
 40 Date, unless otherwise required by the grant terms or the Agency, the Grantee  
 41 shall keep detailed accounts of all expenses incurred in connection with the  
 42 Project, including, but not limited to, costs of administration, transportation,  
 43 insurance, telephone calls, and clerical materials and services. Such accounts  
 44 shall be supported by receipts, invoices, bills and other similar documents.

45 Between the Effective Date and the date seven (7) years after the Completion  
 46 Date, unless otherwise required by the grant terms or the Agency pursuant to  
 47 subparagraph 7.1, at any time during the Grantee's normal business hours, and as  
 48 often as the State shall demand, the Grantee shall make available to the State all  
 49 records pertaining to matters covered by this Agreement. The Grantee shall  
 50 permit the State to audit, examine, and reproduce such records, and to make audits  
 51 of all contracts, invoices, materials, payrolls, records of personnel, data (as that  
 52 term is hereinafter defined), and other information relating to all matters covered  
 53 by this Agreement. As used in this paragraph, "Grantee" includes all persons,  
 54 natural or fictional, affiliated with, controlled by, or under common ownership  
 55 with, the entity identified as the Grantee in block 1.3 of these provisions

56 PERSONNEL  
 57 The Grantee shall, at its own expense, provide all personnel necessary to perform  
 58 the Project. The Grantee warrants that all personnel engaged in the Project shall  
 59 be qualified to perform such Project, and shall be properly licensed and authorized  
 60 to perform such Project under all applicable laws.

61 The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee,  
 62 or other person, firm or corporation with whom it is engaged in a combined effort  
 63 to perform the Project, to hire any person who has a contractual relationship with  
 64 the State, or who is a State officer or employee, elected or appointed.

65 The Grant Officer shall be the representative of the State hereunder. In the event  
 66 of any dispute hereunder, the interpretation of this Agreement by the Grant  
 67 Officer, and his/her decision on any dispute, shall be final.

68 DATA; RETENTION OF DATA; ACCESS  
 69 As used in this Agreement, the word "data" shall mean all information and things  
 70 developed or obtained during the performance of, or acquired or developed by  
 71 reason of, this Agreement, including, but not limited to, all studies, reports, files,  
 72 formulae, surveys, maps, charts, sound recordings, video recordings, pictorial  
 73 reproductions, drawings, analyses, graphic representations,

computer programs, computer printouts, notes, letters, memoranda, paper, and  
 documents, all whether finished or unfinished.

9.2. Between the Effective Date and the Completion Date the Grantee shall grant to  
 the State, or any person designated by it, unrestricted access to all data for  
 examination, duplication, publication, translation, sale, disposal, or for any other  
 purpose whatsoever.

9.3. No data shall be subject to copyright in the United States or any other country by  
 anyone other than the State.

9.4. On and after the Effective Date 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, whichever  
 shall first occur.

9.5. The State, and anyone it shall designate, shall have unrestricted authority to  
 publish, disclose, distribute and otherwise use, in whole or in part, all data.

10. CONDITIONAL NATURE OF AGREEMENT Notwithstanding anything in  
 this Agreement to the contrary, all obligations of the State hereunder, including,  
 without limitation, the continuance of payments hereunder, are contingent upon  
 the availability or continued appropriation of funds, and in no event shall the State  
 be liable for any payments hereunder in excess of such available or appropriated  
 funds. In the event of a reduction or termination of those funds, the State shall  
 have the right to withhold payment until such funds become available, if ever, and  
 shall have the right to terminate this Agreement immediately upon giving the  
 Grantee notice of such termination.

11. EVENT OF DEFAULT; REMEDIES  
 11.1. Any one or more of the following acts or omissions of the Grantee shall constitute  
 an event of default hereunder (hereinafter referred to as "Events of Default"):  
 11.1.1 Failure to perform the Project satisfactorily or on schedule; or  
 11.1.2 Failure to submit any report required hereunder; or  
 11.1.3 Failure to maintain, or permit access to, the records required hereunder; or  
 11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.  
 11.2. Upon the occurrence of any Event of Default, the State may take any one, or more,  
 or all, of the following actions:  
 11.2.1 Give the Grantee 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) days from the date of the notice; and if the Event of Default is not  
 timely remedied, terminate this Agreement, effective two (2) days after giving the  
 Grantee notice of termination; and  
 11.2.2 Give the Grantee 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  
 Grant Amount which would otherwise accrue to the Grantee during the period  
 from the date of such notice until such time as the State determines that the  
 Grantee has cured the Event of Default shall never be paid to the Grantee; and  
 11.2.3 Set off against any other obligation the State may owe to the Grantee any damages  
 the State suffers by reason of any Event of Default; and  
 11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity,  
 or both.

12. TERMINATION  
 12.1. In the event of any early termination of this Agreement for any reason other than  
 the completion of the Project, the Grantee shall deliver to the Grant Officer, not  
 later than fifteen (15) days after the date of termination, a report (hereinafter  
 referred to as the "Termination Report") describing in detail all Project Work  
 performed, and the Grant Amount earned, to and including the date of termination.  
 In the event of Termination under paragraphs 10 or 12.4 of these general  
 provisions, the approval of such a Termination Report by the State shall entitle  
 the Grantee to receive that portion of the Grant amount earned to and including  
 the date of termination.

12.3. In the event of Termination under paragraphs 10 or 12.4 of these general  
 provisions, the approval of such a Termination Report by the State shall in no  
 event relieve the Grantee from any and all liability for damages sustained or  
 incurred by the State as a result of the Grantee's breach of its obligations  
 hereunder.

12.4. Notwithstanding anything in this Agreement to the contrary, either the State or,  
 except where notice default has been given to the Grantee hereunder, the Grantee,  
 may terminate this Agreement without cause upon thirty (30) days written notice  
CONFLICT OF INTEREST. No officer, member of employee of the Grantee,  
 and no representative, officer or employee of the State of New Hampshire or of  
 the governing body of the locality or localities in which the Project is to be  
 performed, who exercises any functions or responsibilities in the review or

Page 2 of 4  
 Grantee Initials: *GA*  
 Date: *11/12/23*

**STATE OF NEW HAMPSHIRE DEPARTMENT OF NATURAL &  
CULTURAL RESOURCES DIVISION OF THE ARTS**

**NEW HAMPSHIRE STATE COUNCIL ON THE ARTS Council Partnership Projects GRANT**

**EXHIBIT A – SPECIAL PROVISIONS**

- Section 17.1.2 is modified to reflect to coverage indicated on the attached Certificate of Insurance
- Funding credit including Council logo must appear in all programs, publicity, and promotional materials. The following wording and Council logo should be used:



**NH Theatre Project**  
is supported in part by a grant from the New Hampshire State Council on the Arts & the National Endowment for the Arts.

- By execution of this grant agreement, the organization assures and certifies that it is not on the debarred or suspended list System for Award Management (SAM) Exclusions and is eligible to receive federal and state funds.
- The Grantee acknowledges that the NHSCA Program Coordinator may schedule a site visit to the organization and may request a site visit from the NHSCA.
- The Grantee agrees to abide by the limitations, conditions and procedure outlined herein and in the attached appendices. If appropriated funds for this grants program are reduced or terminated, all payments under this grant may cease. That determination rests within the sole discretion of the Council.
- The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.
- **FINAL REPORT:** The Grantee agrees to submit a final financial and narrative report on a form provided by the Council no more than 30 days after the end of the grant period. **Failure to submit the final report will render the Grantee ineligible for Council funding for two years.**

**EXHIBIT B – SCOPE OF WORK**

- The Grantee agrees to accept \$6,000.00 and apply it to the program(s) described in the grant application and approved budget to develop a film portraying the journey of families navigating the elder care system. In the performance of this grant agreement, the Grantee is in all respects an independent contractor and is neither an agent nor employee of the State.

**EXHIBIT C – PAYMENT TERMS**

- **GRANT AMOUNT** – Total granted amount shall not exceed \$6,000.00.
- **PAYMENT** will be made following the receipt and execution of all required documents.

Grantee Initials **GA**  
Date **11/12/23**

# State of New Hampshire

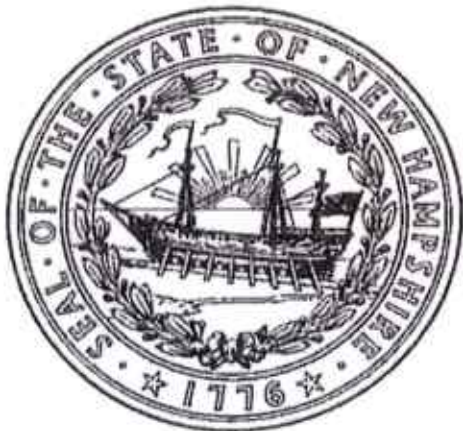
## Department of State

### CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that NEW HAMPSHIRE THEATRE PROJECT is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on February 11, 1988. 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: **125613**

Certificate Number: **0006277938**



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 13th day of July A.D. 2023.

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

David M. Scanlan  
Secretary of State



**Corporate Resolution**

I, Maxene Feintuch, hereby certify that I am duly elected Clerk/Secretary/Officer  
*(Name of Board Member not signing Box 1.11 of grant agreement)*

of NH Theatre Project. I hereby certify the following is a true of a vote taken at a  
*(Name of Organization receiving grant)*

meeting of the Board of Directors/shareholders, duly called and held on July 19, 2023,  
at which a quorum of the directors/shareholders were present and voting.

**Voted:** That Benedicte Aichele (may list more than one person) is duly  
*(Name of person signing Box 1.11 of grant agreement)*

authorized to enter into contracts or agreements on behalf of NH Theatre Project  
*(Name of Organization receiving grant)*

with the State of New Hampshire and any of its agencies and departments and further is  
authorized to execute any documents which may in his/her judgement to be desirable or  
necessary to affect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force and  
effect as the date of the contract to which this certificate is attached. This authority **shall remain  
valid for thirty (30) days** from the date of this Corporate Resolution. I further certify that it is  
understood the State of New Hampshire will rely on this certificate as evidence the person(s)  
listed above currently occupy the positions(s) indicated and that they have full authority to bind  
the corporation. To the extent that there are 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: 11/10/23

ATTEST: Maxene Feintuch  
*(Signature & Title of Board Member not signing Box 1.11 of grant agreement)*



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/06/2023

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).


<b>PRODUCER</b> Avery Insurance 21 South Main Street PO Box 1510 Wolfeboro NH 03894-1510	<b>CONTACT NAME:</b> Jaimie Warren <b>PHONE (A/C, No, Ext):</b> (603) 569-2515 <b>E-MAIL ADDRESS:</b> jaimie@averyinsurance.net	<b>FAX (A/C, No):</b> (603) 569-4266
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A :</b> Union Insurance Co	<b>NAIC #</b> 25844
	<b>INSURER B :</b> Sequoia Ins Co	<b>NAIC #</b> 22985
<b>INSURER C :</b>		
<b>INSURER D :</b>		
<b>INSURER E :</b>		
<b>INSURER F :</b>		

**COVERAGES**                      **CERTIFICATE NUMBER:** 23-24 MASTER                      **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"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CPA5278421-17	12/17/2023	12/17/2024	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 HNO AUTO LIABILITY \$ 1,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	QWC1261324	02/05/2023	02/05/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
Coverage as per terms and conditions of policy.

<b>CERTIFICATE HOLDER</b>  NH Dept of Natural and Cultural Resources 172 Pembroke Road  Concord NH 03301	<b>CANCELLATION</b>  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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