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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OFFICE OF HUMAN SERVICES
DIVISION FOR CHILDREN, YOUTH & FAMILIES

Jeffrey A. Meyers
Commissioner

Christine Tappan
Interim Director

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October 6, 2017

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

REQUESTED ACTION

Approval is requested to accept and expend private funds for Spark NH, Early Childhood Advisory Council. Governor and Executive Council approval is required as a stipulation of Executive Order 2011-03. The Department of Health and Human Services is required by the Order to submit requests on behalf of Spark NH, Early Childhood Advisory Council. This request is to accept and expend \$60,000 from the Endowment for Health as follows: 1) \$50,000 to fund Core Support to Spark NH; and 2) \$10,000 to fund a Framework for Action Conference. Acceptance of the Core Support to Spark NH award is to be effective on January 1, 2018 upon Governor and Executive Council approval through December 31, 2018. Acceptance of the Framework for Action Conference award is to be effective upon Governor and Executive Council approval through June 30, 2018. 100% Other (Private Grant) Funds.

EXPLANATION

The Department of Health and Human Services seeks approval on behalf of Spark NH, Early Childhood Advisory Council, to accept and expend private funds in the amount of \$60,000 from the Endowment for Health. Spark NH is a federally mandated, Governor appointed early childhood advisory council established on September 7, 2011 by Governor John Lynch by Executive Order 2011-03, An Order Establishing the Early Childhood Advisory Council (attached). Item six stipulates that: "The Council shall be allowed to accept grants and other assistance to support its work upon the approval of the Governor and Council. Any such items shall be brought forward by the Department of Health and Human Services on behalf of the Council." Early Learning NH is a private, non-profit organization designated by Governor John Lynch as the coordinating body for Spark NH and serves as fiscal sponsor for the Council.

Funds for Spark NH Core Support (\$50,000) will be used to cover costs, including staffing, associated with the Council's basic operations. Funds for the Framework for Action Conference (\$10,000) will cover the expenses of convening a conference, including the venue, refreshments, and equipment rental.

The Spark NH Core Support will strengthen the early childhood field's shared identity by supporting Spark NH to continue its operations. The Framework for Action conference will increase stakeholder knowledge about, and alignment with, the Spark NH Framework for Action at the state, regional and local levels.

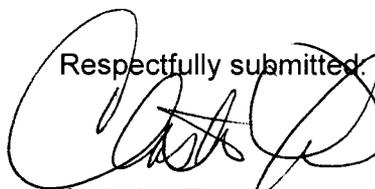
Should Governor and Executive Council determine not to approve this request, Spark NH will be unable to: 1) support the cost of core operations in 2018; and 2) convene a Framework for Action Conference to advance its recommended policies for the development and sustainability of a coordinated, high quality early childhood system for New Hampshire's young children and their families.

Geographic area served: Statewide.

Source of Funds: 100% Private Grants

If private funds become no longer available, general funds will not be requested to support the program expenditures.

Respectfully submitted,



Christine Tappan
Interim Director

Approved by



Jeffrey Meyers
Commissioner



One Pillsbury Street, Suite 301
Concord NH 03301
(603) 228-2448

2017 Terms of Award

The Endowment for Health, Inc. ("EH") hereby awards the Grant described below according to the terms and conditions stated:

Grantee: Spark NH/Early Learning New Hampshire

Project Title: Core Support to Spark NH

Priority Area: Early Childhood

Grant ID Number: 2424.03

Project Goal Statement: To strengthen the early childhood field's shared identity by providing core operating support to Spark NH, the early childhood advisory council

Grant Description: To fund operating support to Early Learning NH, as the fiscal sponsor for Spark NH.

Grant Period: 12 months

Start Date/End Date: 1/1/2018 - 12/31/2018

Amount of Award: \$50,000

Endowment Staff: Kim Firth

Endowment Outcome: Stakeholders across sectors agree upon a common set of goals and policy for NH's children

Required Reports: Grant Report due July 13, 2018

Future Funding: Submit updated financial information and progress report by July 16, 2018 if further funding for this project is needed. Progress report should include a summary of programmatic progress and progress in organizational capacity building work over the grant year, including any priorities identified in Spark NH's strategic plan.

GRANT CONDITIONS

1. Financial Statements:

Submit for review prior to the first grant payment the following information:

- Most recent interim financial statements for Early Learning NH
- Early Learning NH annual operating budget
- December 31, 2016 audited, year-end financial statement including management letter
- List of Early Learning NH Board members

2. Other:

- If available, provide ongoing information on your organization by including the Endowment on your organization's informational mailing list.
- Help other programs throughout the state by sharing information and lessons learned from this project.
- Participate in Endowment for Health workgroups as requested and as relevant

In consideration of the awarding of the Grant and of the agreements made herein, the Grantor and the Grantee hereby accept the terms and conditions of this *Terms of Award*, which become binding, retroactively, upon the Award Date specified below.

In Witness Whereof, the parties have executed this *Terms of Award*.

To accept this award and receive the approved funds, return a signed copy of *Terms of Award* within 30 days of the Award Date. Send all correspondence to the above address.

The Endowment for Health, Inc., as Grantor

Early Learning New Hampshire as Grantee



Signature of President
Yvonne Goldsberry, PhD

Signature of Executive Director
Jackie Cowell

9/18/17

(Date of signing by Grantor)

(Date of signing by Grantee)

1. Payment of Award

Payment will be issued to the Grantee once the Endowment for Health has received the signed *Terms of Award* and adequate evidence of compliance with any Conditions as set forth on pages one and two of this document. Full payment is based on grant performance.

2. Expenditure of Award

The award is made only for the purposes set forth in the above "Grant Description", Any subsequent modifications to the above mentioned documents may be made only with prior written approval by the Endowment for Health. Expenditures of the grant funds must adhere to the specific line items in the Grantee's final approved grant budget. Transfers among line items (increases and decreases) that are less than or equal to five hundred dollars (\$500) or ten percent (10%) of the approved line item amount, whichever is greater, can be made without prior written approval by the Endowment.

No part of any award may be used to (a) carry out propaganda, or otherwise attempt to influence legislation other than through making available the result of non-partisan analysis, study, and research, unless expressly permitted in the Conditions as set forth on page one of this document; (b) influence the outcome of any specific election or to carry on, directly or indirectly, any voter registration drive; (c) for grants to individuals for travel or study (unless Grantee has received approval from the Internal Revenue Service for its scholarship program); (d) for a grant to another private foundation; or (e) for any purpose other than one specified in section 170 (c)(2)(B) of the Internal Revenue Code (e.g. charitable, educational or scientific purposes).

The Grantee may not grant any portion of the award to a secondary Grantee other than as specifically set forth in the grant application without prior written permission of the Endowment for Health.

3. Financial Records

The Grantee will maintain a complete record of receipts and expenditures sufficient to identify expenditures of the award made in the furtherance of the Grant Description. These records shall be available for inspection by the Endowment for Health and shall be maintained by the Grantee for at least four years after the award has been expended. The Endowment, at its expense, may audit or have audited the books and records of the Grantee in as far as they relate to the disposition of the Endowment award, and the Grantee shall provide all necessary assistance in connection therewith.

4. Reports to the Endowment

Grant Progress Report requirements are outlined on page 1 of this document. A final report is due by 30 days after the end of the grant period.

Each year during the grant period, the Grantee must submit the most recent financial statement or audit and the organization's Annual Report.

Grantee agrees to supply the Endowment with such other information as may be necessary or desirable to permit the Endowment to exercise its responsibility for the supervision of the grant as required by the Internal Revenue Code.

The Endowment may request additional reports at any time during the grant period.

5. Site Visits and Evaluations

The Endowment, at its expense, may make a site visit to the Grantee and/or conduct an assessment by an outside evaluator at any time.

6. Notification and Material Changes

The Endowment should be notified in writing within 30 days of any material changes in the Grantee's organizational status, management organizational purpose, or any other material changes.

7. Grantee Tax Status

The Endowment must be notified immediately of any change in the recipient's Federal tax status. In such an event, the Endowment may request the return of any unexpended funds that have been awarded in accord with the *Terms of Award*.

8. Return of Award

If no *Terms of Award* is signed and returned to the Endowment by the Grantee within 12 months of the Award Date, the award will revert to the uncommitted balance of Endowment funds.

Grant funds should be expended within the grant period, and the Grantee must repay any funds that are not used for grant purposes. If the grant is awarded for multiple years, the expected funds for a particular year will be considered for rollover into the subsequent grant year as long as the funds are used to support their original purpose. At the end of the grant period, any unexpended grant funds should be returned to the Endowment by thirty (30) days after the grant period. A written request for an extension of time to expend funds may be submitted to the Endowment two months before the close of the grant period.

Grants will be returned if the Endowment determines that the grant recipient has not performed in accordance with the *Terms of Award*, or met the terms described in the above *Grant Description* and the final approved grant budget.

9. Product Ownership

The Grantee agrees that any work performed pursuant to the Grantee's grant application, or work funded by the Endowment grant ("Work Product") will be promptly disclosed to the Endowment. All copyrightable Work Products prepared by the Grantees pursuant to the Endowment grant are "works made for hire," and the Endowment will own all intellectual property rights thereto. The Grantee agrees to assign to the Endowment all of the Grantee's rights, title, and interest (including but not limited to all patent and trade secret rights) in and to all Work Products prepared by the Grantee pursuant to the Endowment grant to the extent made or conceived by the Grantee.

The Endowment agrees to grant the Grantee an exclusive license to make, use, have made, and sell world-wide all Work Products. The Grantee shall have the right to sublicense all Work Products to third parties on terms and conditions within its sole discretion, provided that the Grantee pays the Endowment a royalty of fifty percent (50%) of all proceeds derived from any sublicenses.

10. No Continuing Obligation

It is expressly understood that by making the Grant the Endowment has no continuing obligation to provide additional or other support to the Grantee for purposes of the Grant or for any other purpose. It is expressly understood that the Endowment has no obligation to the Grantee or any third party the Grantee may hire, employ, retain, contract with, or engage based upon this Grant. The Grantee or any employee, independent contractor, agent, or vendor of the Grantee shall not represent itself/himself as an employee, independent contractor, agent, or vendor of the Endowment.

11. Public Reporting

The Endowment encourages the Grantee to communicate to the public and other appropriate audiences regarding the work conducted under the Grant. Such communications, verbal and written, should accurately describe the work of the Grantee and should identify the Endowment as the Grantor. If the Grantee produces any report relating to the subject matter of the Grant, the Grantee agrees to provide a draft copy of such report to the Endowment for its approval at least thirty (30) days prior to publication. Copies of other materials produced by the Grantee for communication to the public and referring to the Endowment should be submitted to the Endowment's President prior to its dissemination. When requested by the Endowment, the Grantee will be expected to provide pertinent grant-related information for the Endowment's use and dissemination.

12. Confidentiality

It is recognized that in the course of carrying out this *Terms of Award*, the Endowment may choose to disclose to the Grantee certain information that it regards to be confidential, privileged, or sensitive, and likewise, the Grantee may choose to disclose to the Endowment certain information that the Grantee regards to be confidential, privileged or sensitive. Both the Grantee and the Endowment share such a confidence in the other that the highest standard of care and the utmost discretion shall be exercised in disclosing to any other person such confidential, privileged or sensitive information. If the Grantee or the Endowment requests in writing that the other not disclose such information to anyone, such request shall be respected and honored by the other.

13. Endowment's Obligation to Third Parties

As used in this paragraph, "engagement" refers to the employment or engagement of third parties. The term "third parties" includes personnel hired by the Grantee in an employer-employee relationship and individuals or firms engaged by the Grantee as independent contractors to assist the Grantee in carrying out its obligations under this *Terms of Award*. If the Grantee elects to engage third parties for such purpose, the Grantee agrees to notify all such third parties that their engagement is subject to all the terms and conditions of *Terms of Award*, particularly the right of the Endowment to require the return of the award and to discontinue further funding as expressed in Paragraph eight (8) hereof. In addition, the Grantee agrees to hold the Endowment harmless and indemnify the Endowment from any and all claims of third parties that may arise as a result of the termination of *Terms of Award* or the termination of the Grantee's agreement with any third party.

14. Liability of Grantee

The Grantee is responsible for all damages to persons or property that occur as a result of the negligence or fault of the Grantee, its employees, independent contractors, or vendors, in connection with the carrying out of its obligations under *Terms of Award*. The Grantee shall indemnify and save the Endowment free and harmless from all claims that arise as a result of the negligence or fault of the Grantee, its employees, independent contractors, or vendors.

15. Grantee's Authority

Grantee certifies that it has full power and authority to accept the Grant and perform its obligations hereunder. Grantee further certifies that its acceptance of this Grant, execution of the Terms of Award, and the Grantee's performance of its obligations hereunder have been duly authorized by all necessary action on the part of the Grantee.

16. Liability Insurance

The Grantee will obtain and maintain appropriate liability insurance issued by companies licensed to do business in New Hampshire.

17. Entire Agreement/Changes

This agreement contains the entire understanding between the Grantee and the Endowment with regards to the matters set forth herein. No oral agreement between the Grantee and the Endowment entered into before or after execution of the Agreement will be enforceable. Any changes, additions, or deletions to this Agreement must be made in writing only and must be jointly approved by the Endowment and the Grantee.



One Pillsbury Street, Suite 301
Concord NH 03301
(603) 228-2448

2017 Terms of Award

The Endowment for Health, Inc. (“EH”) hereby awards the Grant described below according to the terms and conditions stated:

Grantee: Spark NH/Early Learning New Hampshire

Project Title: Framework for Action Conference

Priority Area: Early Childhood

Grant ID Number: 2651

Project Goal Statement: To increase stakeholder knowledge about and alignment with the Spark NH Framework for Action at the state, regional and local levels by hosting a conference.

Grant Description: To fund conference expenses

Grant Period: 9 months

Start Date/End Date: 10/1/2017 – 6/30/2018

Amount of Award: \$10,000

Endowment Staff: Kim Firth

Endowment Outcome: Well-connected stakeholders across sectors at the local, regional and state level working together to implement shared goals and policy priorities

Required Reports: Final Grant Report due July 31, 2018

GRANT CONDITIONS

1. **Project and Grant Budget:** Review the proposed Budget Table and submit as an attachment to the Terms of Award.

2. **Other:**
 - If available, provide ongoing information on your organization by including the Endowment on your organization’s informational mailing list.
 - Help other programs throughout the state by sharing information and lessons learned from this project.
 - Participate in Endowment for Health workgroups as requested and as relevant

In consideration of the awarding of the Grant and of the agreements made herein, the Grantor and the Grantee hereby accept the terms and conditions of this *Terms of Award*, which become binding, retroactively, upon the Award Date specified below.

In Witness Whereof, the parties have executed this *Terms of Award*.
To accept this award and receive the approved funds, return a signed copy of *Terms of Award* within 30 days of the Award Date. Send all correspondence to the above address.

The Endowment for Health, Inc., as Grantor

Early Learning New Hampshire as Grantee



Signature of President
Yvonne Goldsberry, PhD

Signature of Executive Director
Jackie Cowell

9/18/17

(Date of signing by Grantor)

(Date of signing by Grantee)

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The Grantee is responsible for all damages to persons or property that occur as a result of the negligence or fault of the Grantee, its employees, independent contractors, or vendors, in connection with the carrying out of its obligations under *Terms of Award*. The Grantee shall indemnify and save the Endowment free and harmless from all claims that arise as a result of the negligence or fault of the Grantee, its employees, independent contractors, or vendors.

15. Grantee's Authority

Grantee certifies that it has full power and authority to accept the Grant and perform its obligations hereunder. Grantee further certifies that its acceptance of this Grant, execution of the Terms of Award, and the Grantee's performance of its obligations hereunder have been duly authorized by all necessary action on the part of the Grantee.

16. Liability Insurance

The Grantee will obtain and maintain appropriate liability insurance issued by companies licensed to do business in New Hampshire.

17. Entire Agreement/Changes

This agreement contains the entire understanding between the Grantee and the Endowment with regards to the matters set forth herein. No oral agreement between the Grantee and the Endowment entered into before or after execution of the Agreement will be enforceable. Any changes, additions, or deletions to this Agreement must be made in writing only and must be jointly approved by the Endowment and the Grantee.

**State of New Hampshire
By His Excellency
John H. Lynch, Governor**

Executive Order 2011-03

An Order Establishing the Early Childhood Advisory Council

WHEREAS, the healthy development of children provides a strong foundation for competent adulthood, responsible citizenship, economic productivity, strong communities and a prosperous New Hampshire; and

WHEREAS, our youngest citizens represent the future of our economy, and their talents are essential for our state to remain competitive in today's global, knowledge-based economy; and

WHEREAS, success in high school, college, and career is directly related to a healthy and engaging early childhood; and

WHEREAS, New Hampshire has long worked to ensure all of our youngest citizens are given the opportunities to develop to their fullest potential, laying the foundation for their success in school and in life; and

WHEREAS, in 2011, New Hampshire was named the best state in the country in which to raise children for the fourth year in a row; and

WHEREAS, the federal Improving Head Start for School Readiness Act of 2007, Public Law 110-134, requires establishment of a state advisory council on early childhood education and care to carry out the duties as enumerated in the Act;

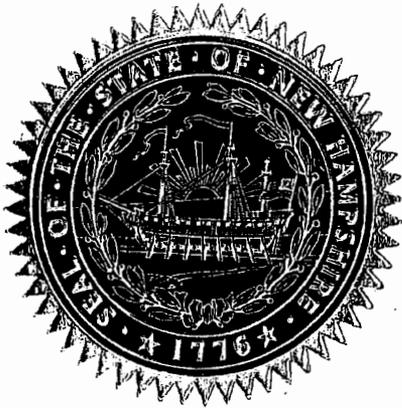
NOW, THEREFORE, I, JOHN H. LYNCH, GOVERNOR OF THE STATE OF NEW HAMPSHIRE, by the authority vested in me by part II, Article 41 of the New Hampshire Constitution, do hereby order the following:

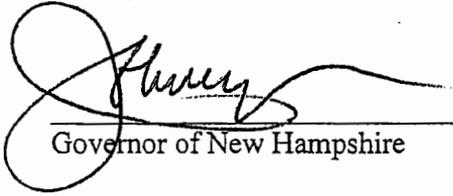
1. There is established the New Hampshire's Early Childhood Advisory Council ("the Council").
2. That the Council shall advise, make recommendations and undertake the following:
 - a) Strengthening New Hampshire's early childhood infrastructure;
 - b) Coordination of the development and implementation of an integrated and comprehensive strategic plan for early childhood in New Hampshire;
 - c) Development of a framework to evaluate the Council's outcomes/impacts and the progress of New Hampshire's young children and their families; and
 - d) Fostering public awareness of, promoting access to, and building commitment for quality early childhood programs and services.
3. That the members of the Council shall include the following members to be appointed by the Governor and shall serve at the pleasure of the Governor:

- a) Administrator of the Child Development Bureau, Department of Health and Human Services (DHHS)
 - b) Specialist from the Office of Early Childhood Education, Department of Education (DOE)
 - c) State Director of Head Start Collaboration
 - d) Title V Administrator for the Maternal and Child Health Section, DHHS
 - e) Chair of the NH Interagency Coordinating Council or designee
 - f) Chair of the NH Child Care Advisory Council or designee
 - g) President of Family Support NH or designee
 - h) President of the NH Association for Infant Mental Health or designee
 - i) A representative of Early Learning NH recommended by that organization
 - j) A representative of the DOE responsible for programs under section 619 of the Individuals with Disabilities Education Act recommended by the Department
 - k) A representative of DHHS responsible for programs under part C of the Individuals with Disabilities Education Act recommended by the Department
 - l) A representative of a local educational agency recommended by the NH Association of School Principals
 - m) A representative of higher education recommended by the NH College and University Council
 - n) A representative of a Head Start agency recommended by NH Head Start Directors Association
 - o) A representative of the Children's Alliance of NH recommended by that organization
 - p) A parent recommended by the NH Head Start State Parent Advisory Council
 - q) A parent recommended by the NH Parent Information Center
 - r) Member of the NH House of Representatives or Senate recommended by the Executive Committee of this Council
 - s) A representative of local providers of early childhood education and development services recommended by the Executive Committee of this Council from a regional interdisciplinary group
 - t) A representative of the NH philanthropic community recommended by the Executive Committee of this Council.
4. The members of the Council shall hold an organizational meeting prior to October 1, 2011. At their November meeting they shall designate a chairman and a vice chairman from among them. Vacancies on the Council shall be filled in the same manner as original appointments.
 5. The members of the Council may appoint an Executive Committee as well as such subcommittees, task forces and work groups as necessary to carry out their duties.

6. The Council shall be allowed to accept grants and other assistance to support its work upon the approval of the Governor and Executive Council. Any such items shall be brought forward by the Department of Health and Human Services on behalf of the Council.
7. All meetings of the Council, its Executive Committee, and any subcommittee, task force or work group established shall be open to the public and noticed in accordance with RSA 91-A.
8. The Council shall submit annually by October 1st beginning in 2012 a report to the Governor, Commissioner of Education and Commissioner of Health and Human Services on its activities, recommendations and plans.
9. The Council is authorized to adopt such additional governing procedures that are consistent with this Order and the Act.

Given under my hand and seal at
the Executive Chambers in Concord,
this 7th day of September, in the year
of our Lord, two thousand and eleven.




Governor of New Hampshire