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Frank Edelblut
Commissioner

Christine M. Brennan
Deputy Commissioner

STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
25 Hall Street
Concord, NH 03301

March 2, 2022

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

REQUESTED ACTION

Authorize the Department of Education to enter into a contract amendment with the Children's Scholarship Fund, Concord, NH (vendor code 325139) by extending the end date from June 30, 2022 to September 30, 2023, with no increase to the contract price, to continue to administrate Educational Freedom Accounts (EFA) for eligible students, upon Governor and Council approval. The original contract was approved by Governor and Council on August 4, 2021 (Item # 62). 100% Education Trust Fund.

EXPLANATION

New Hampshire's EFAs empower families from low- and middle-income backgrounds with access to the educational options and environments that best meet their child's needs, interests, and talents. With the state funds intended for a child's education, parents can pay for the schools, educational services, courses, and programs of their choice. Funds unused each school year are rolled forward for future educational expenses until the child graduates high school.

Per RSA 194-F, the commissioner of the department of education is required to transfer to the scholarship organization the per student adequate education grant amount under RSA 198:40-a, plus any differentiated aid that would have been provided to a public school for that eligible student. The transfers shall be made in accordance with the distribution of adequate education grants under RSA 198:42. The Department of Education has selected the Children's Scholarship Fund as the Scholarship Organization (Scholarship Organization) as the sole source recipient of this contract to implement this program. According to RSA 194-F:1, XII, "Scholarship organization" means a scholarship organization approved under RSA 77:G, that administers and implements the EFA Act. Currently, only two organizations in New Hampshire meet these criteria, the Children's Scholarship Fund and the Giving and Going Alliance. The Giving and Going Alliance has notified the Department of Education that they are not interested in participating in this program during both this year and next year.

Respectfully submitted,

Frank Edelblut
Commissioner of Education

AMENDMENT TO
PROFESSIONAL SERVICES CONTRACT

Now come the New Hampshire Department of Education (DOE), hereinafter "the Agency," and Children's Scholarship Fund, Concord, NH, hereinafter "the Contractor", and pursuant to an agreement between the parties that was approved by Governor and Council on August 4, 2021 (Item # 62) hereby agree to modify same as follows:

1. Replace the completion date in box 1.7 of form P-37 to read September 30, 2023

2. All other provisions of this agreement shall remain in full force and effect as originally set forth; and

3. This amendment shall commence upon Governor and Council approval and shall terminate on (September 30, 2023)

This modification of an existing agreement is hereby incorporated by reference to the existing agreement by the parties and must be attached to the said agreement.

IN WITNESS WHEREOF, the parties, hereto have set their hands as of the day and year first above written.

THE STATE OF NEW HAMPSHIRE
Department of Education
(Agency)

By: _____ 3/2/2022
Frank Edelblut, Commissioner of Education Date

Contractor

By: Darla Romfo March 2, 2022
Darla Romfo, President, Children's Scholarship Fund Date

STATE OF N/A COVID

County of N/A

On this the _____ day of _____, 20__ before me, N/A, the undersigned officer, personally appeared _____ known to me (or satisfactory proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained.

In witness whereof, I hereto set my hand and official seal.

N/A
Notary Public/Justice of the Peace

N/A
Commission Expires

Approved as to form, substance and execution by the Attorney General this 2 day of March, 2022.

_____
Christopher Bond, Attorney General's Office

Approved by the Governor and Council this _____ day of _____, 20__

By: _____

TDD Access: Relay NH 711
EQUAL OPPORTUNITY EMPLOYER- EQUAL EDUCATIONAL OPPORTUNITIES

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that THE CHILDREN'S SCHOLARSHIP FUND is a New York Nonprofit Corporation registered to transact business in New Hampshire on January 06, 2011. 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: **641259**
Certificate Number: **0005663767**

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 8th day of February A.D. 2022.

William M. Gardner
Secretary of State

Certificate of Attestation

I, Elizabeth Toomey, hereby certify that I am a duly appointed representative of
(Name)

Children's Scholarship Fund. I hereby certify that Darla M. Romfo, President and COO, is duly
(Name of Business) (Name & Title of person who signed contract)

authorized to execute contracts on behalf of Children's Scholarship Fund and may bind the
(Name of Business)

organization thereby.

I further certify that it is understood that the State of New Hampshire will rely on this attestation as evidence that the person listed above currently occupies the position indicated and that he/she has full authority to bind the organization.

Dated: 2/8/22

Attest: Secretary
(Name & Title)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/9/2022

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 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
Risk Strategies Company
DeWitt Stern Group Inc.
750 Third Avenue, Suite 1500
New York NY 10017

CONTACT NAME: Lorna Gucciardi-Potter
PHONE (A/C, No, Ext): 212-297-1433 FAX (A/C, No): 646-719-2977
E-MAIL ADDRESS: LGucciardi-Potter@risk-strategies.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : PHILADELPHIA INDEMNITY INSURANCE CO	18058
INSURER B : TWIN CITY FIRE INSURANCE CO CO	29459
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED 70925
The Children's Scholarship Fund
8 West 38th Street
New York, NY 10018

COVERAGES **CERTIFICATE NUMBER:** 952990167 **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			[redacted]	5/4/2021	5/4/2022	EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			[redacted]	5/4/2021	5/4/2022	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N	N / A					E.L. EACH ACCIDENT	$ 1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						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)
THIS CERTIFICATE WAS ISSUED FOR EVIDENCE PURPOSES ONLY

CERTIFICATE HOLDER

The State of New Hampshire Department of Education
101 Pleasant Street
Concord, NH 03301

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
MB Christie

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Frank Edelblut
Commissioner

Christine M. Brennan
Deputy Commissioner

STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
101 Pleasant Street
Concord, NH 03301
TEL. (603) 271-3495
FAX (603) 271-1953

July 14, 2021

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

REQUESTED ACTION

Authorize the Department of Education enter into a **sole source** contract with the Children's Scholarship Fund, Concord, NH (vendor code 325139), to implement the Education Freedom Accounts (EFA) Act establish RSA 194-F, by administering EFA accounts for eligible students, with an amount between $3,786.66 and $8,457.96 per eligible participating New Hampshire student with a household income of 300% or less than the Federal poverty level. Effective upon Governor and Council approval through June 30, 2022. 100% Education Trust Fund.

Funds to support this request are available in FY 22 in the account titled Education Trust Fund as follows:

06-56-56-560040-30430000-652-500580 Education Freedom Account

EXPLANATION

The Department of Education is entering a **Sole Source** contract. New Hampshire's EFAs empower families from low- and middle-income backgrounds with access to the educational options and environments that best meet their child's needs, interests, and talents. It accomplishes this by allowing these eligible families to direct state education funds supporting their child's education to the educational programming of their choice. Funds unused each year are rolled forward for future educational expenses until the child graduates high school.

Per RSA 194-F, the commissioner of the department of education is required to transfer to the scholarship organization the per student adequate education grant amount under RSA 198:40-a, plus any differentiated aid that would have been provided to a public school for that eligible student. The transfers shall be made in accordance with the distribution of adequate education grants under RSA 198:42. The Department of Education has selected the Children's Scholarship Fund as the Scholarship Organization (Scholarship Organization) as the sole source recipient of this program.

According to RSA 194-F:1, XII, "Scholarship Organization" means a scholarship organization approved under RSA 77:G, that administers and implements the EFA Act. Currently, only two organizations in New Hampshire meet these criteria, the Children's Scholarship Fund and the Giving and Going Alliance. The Giving and Going Alliance has notified the Department of Education that they are not interested in participating in this program during this fiscal year.

It is the intention of the Department of Education to offer a competitive bid process to attract one or more entities, including the Children's Scholarship Fund, to provide these services in future years. Because of the short implementation timeline and lack of qualified organizations in New Hampshire, it was not possible to run a competitive bid process in this first year of implementation.

Children's Scholarship Fund New Hampshire currently provides scholarships to empower low and moderate income New Hampshire families to choose the schools that best fit their children's needs, regardless of their income or zip code. The Children's Scholarship Fund has been operating the Education Tax Credit Scholarship Program, under 77:G in New Hampshire since its inception in 2013. The program's NH Department of Revenue (NH DRA) ED-05 annual reports are detailed and pubic on the NH DRA website.

Children's Scholarship Fund New Hampshire is part of Children's Scholarship Fund National, a network of partner programs each providing scholarships that empower parents to choose schools they otherwise could not afford. Children's Scholarship Fund is a 501(c)(3) nonprofit charity scholarship organization. They have an annual independent audit. Their 990s, financial statements, and annual reports are public. They have a 4-star Charity Navigator rating - the highest possible rating - and also the have the highest possible score that a nonprofit can attain for accountability and transparency.

Respectfully submitted,

Frank Edelblut
Commissioner of Education

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Education		1.2 State Agency Address 101 Pleasant Street, Concord, NH 03301	
1.3 Contractor Name The Children's Scholarship Fund (325139)		1.4 Contractor Address 89 South Street Concord, NH 03301	
1.5 Contractor Phone Number (603) 755-6751	1.6 Account Number See Exhibit C	1.7 Completion Date June 30, 2022	1.8 Price Limitation TBD
1.9 Contracting Officer for State Agency Frank Edelblut		1.10 State Agency Telephone Number 603-271-3144	
1.11 Contractor Signature Darla Romfo Date: 7/15/21		1.12 Name and Title of Contractor Signatory Darla Romfo, President	
1.13 State Agency Signature Date: 7-19-21		1.14 Name and Title of State Agency Signatory Frank Edelblut, Commissioner of Education	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By: Director, On:			
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: CHRISTOPHER BOND On: 7/19/21			
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number: G&C Meeting Date:			

Type text

DMR

Contractor Initials _____
Date 7/15/21

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 as indicated in block 1.17, 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. 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 affected 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. 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, 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 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. The State shall have no liability to the Contractor other than the contract price.

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 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.

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. 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 race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3. 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 all rules, regulations and orders, and 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 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

Contractor Initials DMR
Date 7/15/21

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) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) 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.

8.3. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

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) 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) 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. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

10.1 As used in this Agreement, the word "data" shall mean all 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 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data 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 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, 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.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. 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. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

Contractor Initials DMR
Date 7/15/21

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. 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 sovereign immunity of the State, 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 his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. 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 his or her 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. 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.

17. 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.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. 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. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. 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.

22. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

23. 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.

24. 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.

Contractor Initials DMR
Date 7/15/21

EXHIBIT A

Special Provisions

Paragraph 12.2 is hereby modified to read as follows:

None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. 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. Notwithstanding the preceding language, the State assents to the Contractor subcontracting administrative functions required under this contract to Kleo, Inc. d/b/a Class Wallet.

EXHIBIT B

Scope of Services

The Children's Scholarship Fund ("CSF") shall act as a Scholarship Organization, pursuant to RSA 194-E, that administers and implements the Education Freedom Accounts (EFA) Act.

1. CSF agrees that it is qualified to act as a Scholarship Organization and is:
   - Approved under RSA 77:G;
   - A duly formed nonprofit corporation authorized to transact business in the State of New Hampshire and shall maintain that status throughout the term of this contract;
   - Exempt from federal income taxation pursuant to section 501(c)(3) of the Internal Revenue Code, and shall maintain that status throughout the term of this contract;
   - In compliance with applicable state and federal laws and regulations, including antidiscrimination and privacy laws;
   - Registered with the director of charitable trusts; and
   - Approved by the department of Revenue Administration for the purpose of issuing scholarships, as provided in RSA 77:G.

2. For purposes of this Scope for Services, the following terms shall be defined to mean:
   - "Adequate education grant" means the grant calculated under RSA 198:41.
   - "Curriculum" means the lessons and academic content taught in a specific course, program, or grade level.
   - "Department" means the department of education.
   - "Differentiated Aid" shall mean the conditions for additional aid enumerated in RSA 198:41-a, II (b), (c), (d), (e), as adjusted by RSA 198:40-d.
   - "Education Freedom Account" or "EFA" means the account to which Grant funds are allocated by CSF to the parent or guardian of an Eligible student solely for the purpose of paying education expenses enumerated in RSA 194-F:2, II.
   - "Education service provider" means a person or organization that receives payments from Education Freedom Accounts to provide educational goods and services to EFA students.

- "Eligible student" means a resident of this state who is eligible to enroll in the student's resident public elementary or secondary school and whose annual household income at the time the student applies for the program is less than or equal to 300 percent of the federal poverty guidelines as updated annually in the Federal Register by the United States Department of Health and Human Services under 42 U.S.C. section 9902(2).,No income threshold need be met in subsequent years, provided the student otherwise qualifies. Students in the special school district within the department of corrections established in RSA 194:60 shall not be eligible students.
- "EFA student" means an Eligible student who is participating in the EFA program.
- "Full-time" means more than 50 percent of instructional time.
- "Grant" shall mean the amount determined pursuant to RSA 198:40-a,II(a) plus any eligible Differentiated Aid, as adjusted by RSA 198:40-d.
- "Remote or hybrid" shall mean any public school that is not providing instruction in-person where the student or the educator are both not physically present in the traditional classroom.
- "Parent" means a biological or adoptive parent, legal guardian, custodian, or other person with legal authority to act on behalf of an EFA student.
- "Program" means the Education Freedom Account program established in this chapter.
- "Scholarship organization", means a scholarship organization approved under RSA 77:G, that administers and implements the EFA Act.

Authority and Responsibilities of CSF.

3. CSF shall have the following additional duties, obligations, and authority:

- Provide data, documentation, and reports as reasonably requested by the Department, within deadlines determined by the Department and in the format designated by the Department.

- Obtain New Hampshire SASID numbers for each participating eligible student and to the greatest extent possible ensure continuity of SASID use by prior education agencies. This may require facilitation of obtaining SASID numbers, by Parents, from prior education agencies.

- Ensure that funds in an EFA may only be used for educational purposes in accordance the below list of allowable expenses.

- Ensure EFA funds shall not be refunded, rebated, or shared directly with a parent or EFA student in any manner. Any refund or rebate for goods or services purchased with EFA funds shall be credited directly to the student's EFA.
- Develop an application and application process for an Education Freedom Account consistent with the EFA Act and applicable Administrative Rules.
- Maintain an updated list of education service providers and ensure that the list is publicly available through various sources, including, but not limited to, the Internet.
- Provide parents with a written explanation of the allowable uses of EFA funds, the responsibilities of parents, the duties of CSF, and the role of any financial management firms that CSF may contract with to administer any aspect of the EFA program.
- Ensure that parents of students with disabilities receive notice that participation in the EFA program is a parental placement under 20 U.S.C. section 1412, Individuals with Disabilities Education Act (IDEA), along with an explanation of the rights that parentally placed students possess under IDEA and any applicable state laws.
- Implement an eligibility determination process for students entering kindergarten for the first time that may not meet the resident age requirement.
- Assist parents and students in maintaining necessary educational attainment records, including through participation in the statewide student assessment test pursuant to RSA 193-C:6, a nationally-standardized, norm-referenced achievement test or maintain a portfolio.
- Ensure that the Parent of eligible students receiving an EFA provide an annual record of educational attainment by the eligible student's:
    - Participation in the statewide student assessment test pursuant to RSA 193-C:6,

- Participation in a nationally-standardized, norm-referenced achievement test, or
- Maintenance of a portfolio including, but not limited to, a log which designates by title the reading materials used; samples of writings, worksheets, workbooks, or creative materials used or developed by the student by the end of each school year.

- If a participating Parent fails to provide an annual record of educational attainment to CSF by the required due date established by CSF, CSF shall not make any additional EFA funds available to that EFA student until educational attainment record is provided.
- Determine student eligibility and the Grant amount by application of the eligibility criteria in the EFA Act and applicable Administrative Rules, subject to any applicable state and federal laws.
- Implement a system for payment of services from EFAs to Education Service Providers by electronic or online funds transfer. CSF may contract with a private institution or organization to develop the payment system.
- Provide applicable tax documents to parents, students, and education service providers as applicable.
- Comply with all applicable federal and state regulations surrounding student data privacy and security.
- Notify the Department within 5 (five) business days of CSF becoming aware of a student's ineligibility to participate for any reason other than withdrawal from the Program.
- Comply RSA 77-G.
- CSF shall adopt a system that provides maximum flexibility to parents by facilitating direct payments to Education Service Providers. CSF may pre-approve requests for reimbursements for qualifying expenses, including expenses pursuant to RSA 194-F:2, II, but shall not disperse funds to parents without receipt of evidence that such pre-approved purchase has been made.

- Require parents or guardians to execute annually an agreement, as a condition of participation in the Education Freedom Account program that enumerates the rights and responsibilities of the parent or guardian, including an assurance of compliance with the terms of the program.

Making Grants to Eligible Student Accounts

4. The Department shall transfer to the CSF the Grant amount for each Eligible student. The transfers shall be made in accordance with the distribution of Adequate Education Grants under RSA 198:40-a. In accordance with RSA 198:42 I, Grants will be distributed to CSF from the education trust fund in 4 payments of 20 percent on September 1, 20 percent on November 1, 30 percent on January 1, and 30 percent on April 1 of each school year, provided that CSF provides data required by the Department in the appropriate format and timeline as determined by the Department to calculate aid amounts.

5. Grant funds will be transferred to CSF for Eligible students enrolled in the program, and which have been communicated to the Department by CSF 30-days in advance of the funding date indicated in #4 above. In the first year of the program, if the Eligible student is enrolled in the program 30-days prior to the second transfer date of November 1, the Eligible student shall receive both the September 1 and November 1 payment as an accommodation for the start-up of the program.

6. CSF shall be responsible, in cooperation with the Department, for determining the per student Grant amount by application of the criteria set forth in RSA 198:40-a,II(a) plus any eligible Differentiated Aid, as adjusted by RSA 198:40-d. Grant amount definitions shall include:

   - Base Grant as determined by RSA 198:40-a,II(a), as adjusted by RSA 198:40-d.
   - Free or reduce price meal Grant as determined by RSA 198:40-a,II(b), as adjusted by RSA 198:40-d shall mean Eligible students in kindergarten through grade 12 who are eligible for the federal free or reduced-price meal program.
   - English Learner Grant as determined by RSA 198:40-a,II(c), as adjusted by RSA 198:40-d shall mean Eligible students who are a predominant language other than English or who is educationally disadvantaged by a limited English proficiency, and who participated in the annual assessment of English language proficiency required of such students by

the Elementary and Secondary Education Act, 20 U.S.C. section 6311 (b)(7).

- Special Education Services Grant as determined by RSA 198:40-a,II(d), as adjusted by RSA 198:40-d. CSF shall rely on an Eligible student's prior IEP or on a licensed medical professional written verification of a qualifying disability in accordance with RSA 186-C:2, I, in the first year of participation in the Education Freedom Account program and, in subsequent years of an EFA student's participation, on a licensed medical professional written verification of a qualifying disability in accordance with RSA 186-C:2, I.
- Third Grade Proficiency Grant as determined by RSA 198:40-a,II(e), as adjusted by RSA 198:40-d. CSF shall rely on the NH SAS assessment attainment for this determination.

Deposits into Student EFAs

7. CSF shall continue making Grants into an Eligible student's EFA until:

    - CSF determines that the EFA student is no longer an eligible student.
    - CSF determines that there was intentional misuse of the funds in the EFA.
    - The parent or EFA student withdraws from the EFA program.
    - The EFA student enrolls full-time in the resident district public school.
    - The EFA student graduates from high school.

8. If an Education Service Provider requires partial payment of tuition or fees prior to the start of the academic year to reserve space for an EFA Eligible student admitted to the Education Service Provider, such partial payment may be paid by CSF, if funds are available, prior to the start of the school year in which the EFA is awarded and deducted in an equitable manner from subsequent quarterly EFA deposits to ensure adequate funds remain available throughout the school year; but if an Eligible student decides not to use the Education Service Provider, the partial reservation payment shall be returned to CSF by such Education Service Provider and credited to the Eligible student's EFA.

Audits and Misuse

9. CSF shall conduct random audits of EFAs on an annual basis, as well as ongoing monitoring throughout each year. CSF may contract with third parties for these services.

10. CSF may make any parent, EFA student, or Education Service Provider ineligible for the EFA program in the event of intentional misuse of EFA funds.

11. CSF must implement an appeals process for parents, Eligible students or Education Service Providers deemed ineligible for participation in the Education Freedom Account program.

12. CSF shall make the results of any audit conducted as set forth in paragraph 9 above available to the Department upon reasonable request.

Misuse by Eligible Student

13. In the case of suspected misuse by an Eligible student or the Eligible student's parent or guardian, CSF shall immediately freeze the EFA of the Eligible student in question, pending resolution of suspected intentional misuse.

- CSF shall create procedures to ensure that a fair process exists to determine whether an intentional misuse of EFA funds has occurred.
- If an Eligible student, or the Eligible student's parent or guardian, is free from personal misconduct as determined by CSF, CSF can reinstate the Eligible student EFA account or reinstate the Eligible student back into the Education Freedom Account program.
- If the Eligible student has been determined to be free from personal misconduct, but not the Eligible student's parent or guardian, that student shall be eligible for an EFA in the future if placed with a new guardian or other person with the legal authority to act on behalf of the student.
- CSF must notify the Department, the State Board of Education, and the New Hampshire Attorney General's Office within 5 days of making a determination of suspected intentional misuse of EFA. If the amount of misused funds exceeds the amount of a Class B Felony, CSF will also notify local and/or state law enforcement.
- CSF shall make a best-effort attempt to recover misappropriated funds.

Misuse by an Education Service Provider

ratably annually. Such administrative fee may be withheld periodically throughout the program year.

18. CSF may accept gifts and grants from any source to cover administrative costs, to inform the public about the EFA program, or to fund additional amounts to existing EFAs.

19. CSF shall provide available information in the form of data, reports and written and verbal testimony as requested by Education Freedom Savings Account Legislative Oversight Committee, State Board of Education, the Department, or Parent and Education Service Provider Advisory Commission within 45 days of the request, provided that publication of the data does not violate state and federal student privacy regulations.

Application Process

20. CSF shall create a standard application form that parents can submit to establish their student's eligibility for the EFA program, and shall ensure that the application is publicly available and may be submitted through various sources, including, but not limited to, the Internet.

21. CSF shall accept and approve applications for eligible students from parents for the fall and spring semesters each year and shall establish procedures for approving applications in an expeditious manner. Such requirement would not preclude the admission of Eligible students any time during the fall and spring semesters.

22. CSF shall confirm eligibility for an EFA applicant within thirty (30) calendar days of receipt of a completed application if:

- The parent submits an application for an EFA in accordance with application procedures and deadlines established by CSF.
- The application must contain an attestation that states, "I certify under the pains and penalties of perjury, to the best of my knowledge and belief, that all of the information contained in this document is true, accurate and complete."
- The student on whose behalf the parent is applying is an Eligible student.
- The parent or guardian signs an agreement with CSF:

    (a) To provide an education for the Eligible student in the core knowledge domains that include science, mathematics, language,

14. CSF may bar an Education Service Provider from accepting payments from EFAs if CSF determines that the Education Service Provider has intentionally misrepresented information, failed to refund any overpayments in a timely manner, or routinely failed to provide students with promised educational goods or services.

    - If CSF bars an Education Service Provider from participation in the Education Freedom Account program, it shall provide timely notification to parents and guardians of Eligible students.
    - CSF shall create procedures to determine the circumstances for barring and reinstatement of eligibility of an Education Service Provider from the Education Freedom Account program.

Policy and Procedure

15. CSF shall adopt policies or procedures that are necessary for the administration of the Education Freedom Account program. This may include policies or procedures:

    - Establishing or contracting for the establishment of an online anonymous fraud reporting service.
    - Establishing an anonymous telephone number for fraud reporting.
    - Requiring a surety bond for education service providers receiving more than $100,000 in EFA funds.
    - Refunding payments from Education Service Providers to EFAs.
    - Ensuring appropriate use and rigorous oversight of all funds expended under this program.

    CSF and the Department agree that so long as CSF carries out its obligations under this Agreement and the policies and procedures adopted pursuant thereto in a commercially reasonable manner that CSF shall have no liability for the misuse of funds by an Education Service Provider or Eligible Student, except to the extent that CSF has actual knowledge or constructive knowledge of such misuse.

16. CSF shall not exclude, discriminate against, or otherwise disadvantage any Education Service Provider with respect to programs or services under this section based in whole or in part on the provider's religious character or affiliation, including religiously based or mission-based policies or practices.

17. CSF may withhold from deposits or deduct from EFAs an amount to cover the costs of administering the EFA program, up to a maximum of 10 percent

government, history, health, reading, writing, spelling, the history of the constitutions of New Hampshire and the United States, and an exposure to and appreciation of art and music

(b) Not to enroll the Eligible student as a full-time student in their resident district public school while participating in the EFA program.

(c) To provide an annual record of educational attainment by:

1. Having the Eligible student take a nationally-standardized, norm-referenced achievement test and to provide the results to CSF by the end of each school year. CSF shall make available to the Department Eligible student assessment results; or
2. Having the Eligible student take the statewide student assessment test pursuant to RSA 193-C:6; or
3. Maintaining a portfolio including, but not limited to, a log which designates by title the reading materials used; samples of writings, worksheets, workbooks, or creative materials used or developed by the Eligible student. The parent or guardian shall have a certified teacher or a teacher currently teaching in a nonpublic school, who is selected by the parent, evaluate the student's educational progress upon review of a portfolio and discussion with the parent or student.

(d) To use the funds in the EFA only for qualifying expenses as noted in this contract to educate the Eligible student as established by the EFA program.

(e) Require completion of a withdrawal form upon withdrawal from the EFA program.

(f) The agreement must contain an attestation that states, "I certify to the best of my knowledge, belief and ability that I/we will comply with the terms of this agreement and the Education Freedom Account program policies."

Allowable Uses

23. The following are allowable uses of Grant funds:

- Tuition and fees at a nonpublic/private school
- Tuition and fees for non-public online learning programs.
- Tutoring services provided by an individual or a tutoring facility.

- Services contracted for and provided by a district public school, chartered public school, public academy, or independent school, including, but not limited to, individual classes and curricular activities and programs. Such services may include enrollment and education at a public school that is not the resident district of the student.
- Textbooks, curriculum, or other instructional materials, including, but not limited to, any supplemental materials or associated online instruction required by either a curriculum or an education service provider.
- Computer hardware, Internet connectivity, or other technological services and devices that are primarily used to help meet an EFA student's educational needs.
- Educational software and applications.
- School uniforms.
- Fees for nationally standardized assessments, advanced placement examinations, examinations related to college or university admission or awarding of credits and tuition and/or fees for preparatory courses for such exams.
- Tuition and fees for summer education programs and specialized education programs.
- Tuition, fees, instructional materials, and examination fees at a career or technical school.
- Educational services and therapies, including, but not limited to, occupational, behavioral, physical, speech-language, and audiology therapies.
- Tuition and fees at an institution of higher education.
- Fees for transportation paid to a fee-for-service transportation provider for the student to travel to and from an Education Service Provider.
- Any other educational expense approved by CSF consistent with the EFA Act.

Reporting

24. CSF shall meet the reasonable data and performance reporting requirements of the Department. These shall include, but not be limited to:

    - Provide data, documentation, and reports to the Department within deadlines determined by the Department in the format designated by the Department.

EXHIBIT C

Method of Payment

The Department shall transfer to CSF the Grant amount for Each Eligible student. The transfers shall be made in accordance with the distribution of Adequate Education Grants under RSA 198:40-a. In accordance with RSA 198:42 I, Grants will be distributed to CSF from the education trust fund in 4 payments of 20 percent on September 1, 20 percent on November 1, 30 percent on January 1, and 30 percent on April 1 of each school year, provided that CSF provides data required by the Department in the appropriate format and timeline as determined by the Department to calculate aid amounts.

Grant funds will be transferred to CSF for Eligible students enrolled in the program, and which have been communicated to the Department by CSF 30-days in advance of the funding date indicated above. In the first year of the program, if the Eligible student is enrolled in the program 30-days prior to the second transfer date of November 1, the Eligible student shall receive both the September 1 and November 1 payment as an accommodation for the start-up of the program.

Grant Amount

The Grant amount shall mean the amounts defined in Section 6 of Exhibit B above. Such amounts, for the fiscal beginning July 1, 2021, the annual amount per student enrolled in kindergarten through grade 12 in an education freedom account shall be:

- Base Grant as determined by RSA 198:40-a,II(a), as adjusted by RSA 198:40-d;
- Free or reduce price meal Grant as determined by RSA 198:40-a,II(b), as adjusted by RSA 198:40-d shall mean Eligible students in kindergarten through grade 12 who are eligible for the federal free or reduced-price meal program;
- English Learner Grant as determined by RSA 198:40-a,II(c), as adjusted by RSA 198:40-d shall mean Eligible students who are a predominant language other than English or who is educationally disadvantaged by a limited English proficiency, and who participated in the annual assessment of English language proficiency required of such students by the Elementary and Secondary Education Act, 20 U.S.C. section 6311 (b)(7);

- Special Education Services Grant as determined by RSA 198:40-a,II(d), as adjusted by RSA 198:40-d. CSF shall rely on an Eligible student's prior IEP or on a licensed medical professional written verification of a qualifying disability in accordance with RSA 186-C:2, I, in the first year of participation in the Education Freedom Account program and, in subsequent years of an EFA student's participation, on a licensed medical professional written verification of a qualifying disability in accordance with RSA 186-C:2, I;
- Third Grade Proficiency Grant: An additional Grant for each third grade student enrolled in the Education Freedom Account program with a score below the proficient level on the reading component of the state assessment administered pursuant to RSA 193-C:6 or the authorized, locally-administered assessment as provided in RSA 193-C:3, IV(i), provided the student is not eligible to receive differentiated aid in other categories.

Account Funding Terms

The Department authorizes CSF to act as an agent for the Department to facilitate the distribution of funds to or for the benefit of the Eligible students based on the eligibility criteria. By acting as a conduit between the Department and the Eligible students and Education Service Providers, CSF exercises no control over the Grant funds other than as enumerated herein.

- CSF shall provide that the funds collected from the Department be held in a segregated account, either directly or through the use of a contractor, solely for the purpose of collecting funds from the Department, and making them available to Eligible students to Education Service Providers.
- All funds in the segregated account shall be the property of the Department.
- CSF will not commingle its own funds or the funds of any other program in the segregated account.
- CSF shall not use any of the funds in the segregated account for its own benefit, except as is described in this agreement.
- CSF shall return to the Department any funds, which are no longer subject to a claim by an EFA student.
- Upon termination of this agreement, CSF shall return any remaining funds to the Department within thirty-days, including an accounting by EFA student, of the amount of the EFA accounts.

CSF may withhold from deposits or deduct from EFAs an amount to cover the costs of administering the EFA program, up to a maximum of 10 percent ratably annually. All remaining funds must be made available to Eligible students for allowable uses.

Funding Source: Funds to support this request are anticipated to be available in the account titled EDUCATION TRUST FUND as follows:

06-56-56-560040-30430000-TBD

Method of Payment: Payment is to be made on the date determined in statute on the basis that data uploads compliant with department requirements and established department deadlines.

Certificate of Attestation

I, Elizabeth Toomey, hereby certify that I am a duly appointed representative of Children's Scholarship Fund. I hereby certify that Darla M. Romfo, President and COO, is duly authorized to execute contracts on behalf of Children's Scholarship Fund and may bind the organization thereby.

I further certify that it is understood that the State of New Hampshire will rely on this attestation as evidence that the person listed above currently occupies the position indicated and that he/she has full authority to bind the organization.

Dated: 7/13/21

Attest: Elizabeth Toomey Secretary

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that THE CHILDREN'S SCHOLARSHIP FUND is a New York Nonprofit Corporation registered to transact business in New Hampshire on January 06, 2011. 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: **641259**
Certificate Number: **0004951306**

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 8th day of July A.D. 2020.

William M. Gardner
Secretary of State

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/13/2021

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 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
Risk Strategies Company
DeWitt Stern Group Inc.
750 Third Avenue, Suite 1500
New York NY 10017

CONTACT NAME: Lorna Gucciardi-Potter
PHONE (A/C, No, Ext): 212-297-1433 FAX (A/C, No): 646-719-2977
E-MAIL ADDRESS: LGucciardi-Potter@risk-strategies.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : PHILADELPHIA INDEMNITY INSURANCE CO	18058
INSURER B : TWIN CITY FIRE INSURANCE CO CO	29459
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED 70925
The Children's Scholarship Fund
8 West 38th Street
New York, NY 10018

COVERAGES CERTIFICATE NUMBER: 1605271955 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			[redacted]	5/4/2021	5/4/2022	EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			[redacted]	5/4/2021	5/4/2022	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						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)
THIS CERTIFICATE WAS ISSUED FOR EVIDENCE PURPOSES ONLY

CERTIFICATE HOLDER

The State of New Hampshire Department of Education
101 Pleasant Street
Concord, NH 03301

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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