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MLC



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

January 17, 2023

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

REQUESTED ACTION

Authorize the Department of Education, Division of Learner Support to amend the current **sole source** contract with Kleo, Inc. (ClassWallet), (VC 333447) of Hollywood, FL, to continue implement the Rekindling Curiosity Program by extending the end date from December 31, 2023 to December 31, 2024, and decreasing the contract amount by \$930,827.09 from \$5,500,000 to \$4,569,172.91, effective upon Governor and Council approval. The original contract was approved by the Governor on April 7, 2021, amended on May 24, 2021, submitted to G&C on June 30, 2021 as an information item (DD), amended on October 13, 2021 (Item # 80), and amended on December 8, 2021 (Item #74). 100% Federal Funds.

Funds to support this request are available in FY23, and are anticipated to be available in FY24, and FY25 in the accounts titled GEER II- CRRSA Act 2021 and ESSER III – ARP 2021, with authority to adjust encumbrances amongst fiscal years within the price limitation through the budget office, without further Governor approval if needed and justified.

06-56-56-562010-

	19120000-072-509073 Grants Federal	19120000-102-500731 Contracts for Program Services	19590000-072-509073 Grants Federal	19590000-102-500731 Contracts for Program Services	24370000-072-509073 Grants Federal	Total
FY 21 Original	\$2,975,000.00	\$25,000.00	-	-	-	\$3,000,000.00
FY 21 Change	(\$2,374,627.09)	-	-	-	-	(\$2,374,627.09)
FY 21 Adjusted	\$600,372.91	\$25,000.00	-	-	-	\$625,372.91
FY 22 Original	-	-	-	-	\$2,500,000.00	\$2,500,000.00
FY 22 Change	-	-	\$293,800.00	-	(\$2,500,000.00)	(\$2,206,200.00)
FY 22 Adjusted	-	-	\$293,800.00	-	-	\$293,800.00
FY 23 Original	-	-	-	\$1,150,000.00	-	\$1,150,000.00
FY 23 Change	-	-	-	-	\$444,500.00	\$444,500.00
FY 23 Adjusted	-	-	-	\$1,150,000.00	\$444,500.00	\$1,594,500.00
FY 24 Original	-	-	-	-	-	-
FY 24 Change	-	-	-	-	\$1,975,000.00	\$1,975,000.00
FY 24 Adjusted	-	-	-	-	\$1,975,000.00	\$1,975,000.00
FY 25 Original	-	-	-	-	-	-
FY 25 Change	-	-	-	-	\$80,500.00	\$80,500.00
FY 25 Adjusted	-	-	-	-	\$80,500.00	\$80,500.00
Total	\$600,372.91	\$25,000.00	\$293,800.00	\$1,150,000.00	\$2,500,000.00	\$4,569,172.91

EXPLANATION

This request is sole source due to the original item also being a sole source request. KLEO Inc., (ClassWallet) is the known leader in administration of digital wallet services that are required to support the New Hampshire Department of Education (NHED) in the administration this program. At the time this contract was originated, there were no other vendors that manage statewide programs. This contract amendment is to extend the contract end date and ensure funding in FY24 and FY25, to facilitate economically disadvantaged students and students with disabilities to attend a qualified New Hampshire camp during 2023 and 2024 due to the success of the program in the previous year. In 2022, the number of applications, and therefore awards, increased by over 100%, providing 1,157 recipients with awards versus 318 in the summer of 2021. With this amendment, we can ensure that eligible students will be able to attend camp in 2023 and 2024.

While funding was reduced in previous fiscal years to reflect actual spending as the grants have closed, the program has increased exponentially in awards issued and ultimately utilized at eligible camps. Additionally, due to the rise of costs, the award amounts overall are being increased by \$100 per award to help offset any increased costs in camp fees.

On-going concerns around the mental and behavioral health of New Hampshire students are the principal driver of this program, which is implemented in coordination with the Community Behavioral Health Association. The preponderance of evidence indicates that students of all ages, backgrounds, and abilities benefit from exposure to short-term summer enrichment programs, including in the areas of challenge, friend-making, positivity, and emotional safety.¹ Additionally, Psychology Today identified important factors to helping student mental health in its March 19, 2020 article “Improving Student Mental Health During the COVID-19 Crisis.”² Two of these factors directly related to this program include the benefits of exercise and appropriate social activity. For many children, especially those from low-income backgrounds or with disabilities, accessing summer enrichment opportunities supporting social, emotional, and mental health is more important than ever. The state-operated summer enrichment program will continue to pay eligible summer program fees of students from low-income households and/or with disabilities to improve student social, emotional, and mental wellness and support continued development of the whole child, especially by alleviating student anxiety and trauma resulting from the COVID-19 pandemic.

Eligible youth opportunities include recreation camps, skill camps, residence camps and seasonal and year-round day camps that are:

- Licensed by the Department of Health and Human Services’ Youth Recreation Camp Licensing Program;
 - Operate for at least 10 days per license year for the purpose of providing recreational opportunities; and
 - Serve 10 or more youth per day at a place which is continuously or periodically used for such purposes
- Licensed by the Department of Health and Human Services’ Child Development Bureau, Child Care Licensing Unit;
 - Licensed to offer School Age Programs;
 - Offer summer recreational opportunities; and
 - Are in good standing with the Child Care Licensing Unit.

¹ Garst, B. A., & Whittington, A. (2020). Defining Moments of Summer Camp Experiences: An Exploratory Study With Youth in Early Adolescence. *Journal of Outdoor Recreation, Education & Leadership*, 12(3), 306–321. <https://doi-org.nec.gmilcs.org/10.18666/JOREL-2020-V12-I3-10109>

Garst, B. A., Gagnon, R. J., & Whittington, A. (2016). A Closer Look at the Camp Experience: Examining Relationships Between Life Skills, Elements of Positive Youth Development, and Antecedents of Change Among Camp Alumni. *Journal of Outdoor Recreation, Education & Leadership*, 8(2), 180–199. <https://doi-org.nec.gmilcs.org/10.18666/JOREL-2016-V8-I2-7694>

Thurber, C. A., Scanlin, M. M., Scheuler, L., & Henderson, K. A. (2007). Youth Development Outcomes of the Camp Experience: Evidence for Multidimensional Growth. *Journal of Youth & Adolescence*, 36(3), 241–254. <https://doi-org.nec.gmilcs.org/10.1007/s10964-006-9142-6>

² [Improving Student Mental Health During the COVID-19 Crisis | Psychology Today](#)

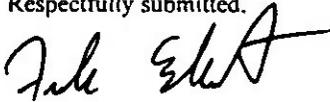
Eligible students and corresponding youth summer program fees include:

- Students with a disability, determined by confirmation of an IEP or medical documentation of a disability as defined by ED 1107.4, are eligible for a \$750 camp fee;
- Students from families earning less than 250% of the federal poverty level, determined by federal income tax return and documented non-taxable income, are eligible for a \$600 camp fee; and
- Students from families earning less than 400% of the federal poverty level, determined by federal income tax return and documented non-taxable income, are eligible for a \$450 camp fee.
- Fees support program charges occurring between June 1 and August 31 of the program year including programming, before and after care services, snacks and meals, transportation, registration, and clothing/attire purchased as part of registration.
- Fees that will not be covered by this program are fees charged for late pick up, late payment or cancellation, and fees for miscellaneous uses including snack, meal, clothing/attire/accessories, and/or transportation costs incurred separate from the program.

The contractor ClassWallet will provide administrative support to the Department of Education including:

- Receiving required documentation to verify student eligibility and corresponding youth recreation camp fees;
- Processing fee payment to approved summer programs and expenses upon a parent/caregiver's selection and NHED's approval of the transaction.

Respectfully submitted.



Frank Edelblut
Commissioner of Education

**AMENDMENT #4 TO
ReKindling Curiosity Program
PROFESSIONAL SERVICES CONTRACT**

Now come the New Hampshire Department of Education, hereinafter "the Agency," and Kleo, Inc., Hollywood, Florida, hereinafter "the Contractor", and pursuant to an agreement approved by the Governor on April 7, 2021, amended on May 24, 2021, submitted to G&C on June 30, 2021 as an information item (DD), amended on October 13, 2021 (Item # 80), and amended on December 8, 2021 (Item #74) hereby agree to modify same as follows:

1. Amend Section 1.7 of form P-37 by removing December 31, 2023 and replacing with December 31, 2024.
2. Amend Section 1.8 of form P-37 by decreasing the price limitation by \$930,827.09 from \$5,500,000 to \$4,569,172.91.
3. Amend Exhibit C-1 by removing the Source of Funding statement and replacing with:

Source of Funding: Funds to support this request are available in FY23, and are anticipated to be available in FY24, and FY25 in the accounts titled GEER II- CRRSA Act 2021 and ESSER III – ARP 2021, with authority to adjust encumbrances amongst fiscal years within the price limitation through the budget office, without further Governor approval if needed and justified.

06-56-56-562010-

	19120000-072-509073 Grants Federal	19120000-102-500731 Contracts for Program Services	19590000-072-509073 Grants Federal	19590000-102-500731 Contracts for Program Services	24370000-072-509073 Grants Federal	Total
FY 21 Original	\$2,975,000.00	\$25,000.00	-	-	-	\$3,000,000.00
FY 21 Change	(\$2,374,627.09)	-	-	-	-	(\$2,374,627.09)
FY 21 Adjusted	\$600,372.91	\$25,000.00	-	-	-	\$625,372.91
FY 22 Original	-	-	-	-	\$2,500,000.00	\$2,500,000.00
FY 22 Change	-	-	\$293,800.00	-	(\$2,500,000.00)	(\$2,206,200.00)
FY 22 Adjusted	-	-	\$293,800.00	-	-	\$293,800.00
FY 23 Original	-	-	-	\$1,150,000.00	-	\$1,150,000.00
FY 23 Change	-	-	-	-	\$444,500.00	\$444,500.00
FY 23 Adjusted	-	-	-	\$1,150,000.00	\$444,500.00	\$1,594,500.00
FY 24 Original	-	-	-	-	-	-
FY 24 Change	-	-	-	-	\$1,975,000.00	\$1,975,000.00
FY 24 Adjusted	-	-	-	-	\$1,975,000.00	\$1,975,000.00
FY 25 Original	-	-	-	-	-	-
FY 25 Change	-	-	-	-	\$80,500.00	\$80,500.00
FY 25 Adjusted	-	-	-	-	\$80,500.00	\$80,500.00
Total	\$600,372.91	\$25,000.00	\$293,800.00	\$1,150,000.00	\$2,500,000.00	\$4,569,172.91

4. Amend Exhibit C-1 by reducing the amount in the Limitation on Price by \$930,827.09 from \$5,500,000 to \$4,569,172.91
5. Amend Exhibit C-1 by adding the following statement after the Source of Funding table. "Services provided within this contract are billable through September 30, 2024, access to contractor provided systems will remain available to NHED through December 31, 2024, to allow for accurate closeout of services provided."
6. All other provisions of this agreement shall remain in full force and effect as originally set forth; and
7. This amendment shall commence upon Governor and Council approval and shall terminate on December 31, 2024.

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)

Division of Commissioner's Office

By: Frank Edelblut 1/24/2023
Frank Edelblut, Commissioner of Education Date

Kleo, Inc. (ClassWallet)
Name of Corporation (Contractor)

By: James Rosenberg 01/13/2023
James Rosenberg, CEO Date

Approved as to form, substance and execution by the Attorney General this 24 day of January, 2023

Elizabeth A. Brown

Elizabeth Brown, Attorney General's Office

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

By:

Corporate Resolution

I, Neil Steinhardt, hereby certify that I am duly elected Clerk/Secretary/Officer of
(Name)
Kleo, Inc. dba ClassWallet. I hereby certify the following is a true copy of a vote taken at
(Name of Corporation)

a meeting of the Board of Directors/shareholders, duly called and held on April 1, 2021,
at which a quorum of the Directors/shareholders were present and voting.

VOTED: That James Rosenberg (may list more than one person) is
(Name and Title)

duly authorized to enter into contracts or agreements on behalf of

Kleo, Inc. with the State of New Hampshire and any of
(Name of Corporation)

its agencies or departments and further is authorized to execute any documents
which may in his/her judgment be desirable or necessary to effect the purpose of
this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force
and effect as of the date of the contract to which this certificate is attached. This authority
remains valid for five (5) years from the date of this Corporate Resolution. I further certify that
it is understood that the State of New Hampshire will rely on this certificate as evidence that the
person(s) listed above currently occupy the position(s) indicated and that they have full authority
to bind the corporation. To the extent that there are any limits on the authority of any listed
individual to bind the corporation in contracts with the State of New Hampshire, all such
limitations are expressly stated herein.

DATED: December 12, 2022

ATTEST:



Neil Steinhardt, Director,
Secretary

State of New Hampshire
Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that KLEO, INC. is a Delaware Profit Corporation registered to transact business in New Hampshire on September 15, 2020. 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: 851263

Certificate Number: 0005874772



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 23rd day of September A.D. 2022.

A handwritten signature in black ink, appearing to read "D. Scanlan", is written over a faint circular stamp.

David M. Scanlan
Secretary of State

ed



Frank Edelblut
Commissioner

Christine M. Brennan
Deputy Commissioner

STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
101 Pleasant Street
Concord, NH 03301
TEL. (603) 271-3496
FAX (603) 271-1983

November 8, 2021

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

REQUESTED ACTION

Authorize the Department of Education, Division of Learner Support to amend the contract with Kleo, Inc. (ClassWallet), (VC 333447) of Hollywood, FL, to implement the Rekindling Curiosity Program by extending the end date from September 30, 2022 to December 31, 2023, and increasing the contract not to exceed amount by \$2,500,000 from \$3,000,000 to \$5,500,000; effective upon Governor and Council approval. The original contract was approved by the Governor on April 7, 2021 and amended on May 24, 2021, and was an informational item to the Governor and Council on June 30, 2021, (Item DD), and amended on October 13, 2021 (Item # 80) . 100% Federal Funds.

Funds to support this request are available in FY22 in the account titled ESSER III – ARP 2021, as follows:

06-56-56-562010-24370000-072-509073 Grants-Federal	FY22 \$2,500,000
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EXPLANATION

KLEO Inc., (ClassWallet) is the known leader in administration of digital wallet services that are required to support the New Hampshire Department of Education in the administration this program. This contract amendment is to extend the time period and increase the contract amount of the program, Rekindling Curiosity, to facilitate economically disadvantaged students and students with disabilities to attend a qualified New Hampshire camp during 2022. This program was very popular in 2021, however, the program was not implemented until May 2021 as the associated federal funding for this program was received in March 2021. By that time, many camps had already filled their attendance rosters and were not in a position to expand the offerings. With this amendment, camps will have additional time to recruit and make accommodations for additional campers that will qualify as a result of this program. This program, along with its accompanying programming with the New Hampshire Community

Behavioral Health Association received national recognition for its innovative approach to supporting students.

In response to the COVID-19 pandemic's impact on student social, emotional, and mental health, the State of New Hampshire will utilize GEER I funds to provide opportunities for positive childhood experiences at New Hampshire-approved overnight and day youth recreation camps.

As a result of school closures and the need to implement remote and hybrid instructional models across the state, as well as the broader community disruption from the pandemic, there are growing concerns around the mental and behavioral health of New Hampshire students. The preponderance evidence indicates that students of all ages, backgrounds, and abilities benefit from exposure to short-term summer enrichment programs, including in the areas of challenge, friend-making, positivity, and emotional safety.¹ Additionally, Psychology Today identified important factors to helping student mental health in its March 19, 2020 article "Improving Student Mental Health During the COVID-19 Crisis."² Two of these factors directly related to this program include the benefits of exercise and appropriate social activity. For many children, especially those from low-income background or with disabilities, accessing summer enrichment opportunities supporting social, emotional, and mental health is more important than ever.

The state-operated summer enrichment program will pay the youth recreation camp fees of students from low-income households to improve student social, emotional, and mental wellness and support continued development of the whole child, especially by alleviating student anxiety and trauma resulting from the COVID-19 pandemic. These experiences will help New Hampshire students return to in-person school with a rekindled curiosity, excited and anticipating a return to academic instruction in the fall.

Eligible youth opportunities include recreation camps, residence camps and seasonal and year-round day camps that are:

- Licensed by the Department of Health and Human Services' Youth Recreation Camp Licensing Program;
 - Operate for at least 10 days per license year for the purpose of providing recreational opportunities;
 - Serve 10 or more youth per day at a place which is continuously or periodically used for such purposes; and
 - Are in good standing with the New Hampshire Camp Directors Association.
 - A list of eligible youth recreation camps may be found NHCamps.org.
- Licensed by the Department of Health and Human Services' Child Development Bureau, Child Care Licensing Unit;
 - Licensed to offer School Age Programs
 - Offer summer recreational opportunities

¹ Garst, B. A., & Whittington, A. (2020). Defining Moments of Summer Camp Experiences: An Exploratory Study With Youth In Early Adolescence. *Journal of Outdoor Recreation, Education & Leadership*, 12(3), 306–321. <https://doi.org/nrc.emlcs.org/10.18566/JOREL-2020-V12-I3-10109>

Garst, B. A., Gagnion, R. J., & Whittington, A. (2016). A Closer Look at the Camp Experience: Examining Relationships Between Life Skills, Elements of Positive Youth Development, and Antecedents of Change Among Camp Alumni. *Journal of Outdoor Recreation, Education & Leadership*, 8(2), 180–199. <https://doi-nrc.emlcs.org/10.18566/JOREL-2016-V8-I2-7694>

Thurber, C. A., Scanlin, M. M., Scheuler, L., & Henderson, K. A. (2007). Youth Development Outcomes of the Camp Experience: Evidence for Multidimensional Growth. *Journal of Youth & Adolescence*, 36(3), 241–254. <https://doi-nrc.emlcs.org/10.1007/s10964-006-9142-6>

² [Improving Student Mental Health During the COVID-19 Crisis | Psychology Today](https://www.psychologytoday.com/us/blog/improving-student-mental-health-during-the-covid-19-crisis)

- o Are in good standing with the Child Care Licensing Unit.
- o A list of eligible School Age Programs may be found on the NH Connections website by searching under Age Group: School Age.

Eligible students and corresponding youth recreation camp fees include:

- Students with a disability, determined by confirmation of an IEP or medical documentation of a disability, are eligible for a \$650 camp fee;
- Students from families earning less than 250% of the federal poverty level, determined by federal income tax return and documented non-taxable income, are eligible for a \$500 camp fee; and
- Students from families earning less than 400% of the federal poverty level, determined by federal income tax return and documented non-taxable income, are eligible for a \$350 camp fee.

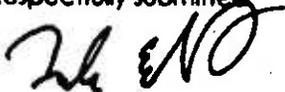
On average, a \$500 camp fee will pay for a one-week summer enrichment program in New Hampshire.

The contractor ClassWallet will provide administrative support to the Department of Education including:

- Receiving and reviewing DOE-required documentation to verify student eligibility and corresponding youth recreation camp fees;
- Collecting DOE assurances/contracts from New Hampshire-approved eligible youth recreation camps; and
- Processing fee payment to New Hampshire-approved youth recreation camps upon a parent/caregiver's selection.

In the event Federal Funds are no longer available, General Funds will not be requested to support this request.

Respectfully submitted,



Frank Edelblut
Commissioner of Education

**AMENDMENT #2 TO
PROFESSIONAL SERVICES CONTRACT**

Now come the New Hampshire Department of Education, hereinafter "the Agency," and Kleo, Inc., Hollywood, Florida, hereinafter "the Contractor", and pursuant to an agreement approved by the Governor on April 7, 2021, amended on May 24, 2021, submitted to G&C on June 30, 2021 as Information item DD, and amended on October 13, 2021 (Item # 80) hereby agree to modify same as follows:

1. Amend Section 1.7 of form P-37 by removing September 30, 2022 and replacing with December 31, 2023.
2. Amend Section 1.8 of form P-37 by increasing the price limitation by \$2,500,000 from \$3,000,000 to \$5,500,000.
3. Amend Exhibit C-1 by removing Source of Funding and replacing with the below:

Source of Funding: Funds to support this request are available in the account titled CARES Act #3 Governor's Ed Fund (GEER I) and ESSER III - ARP 2021, as follows:

	FY'21	FY'22
06-56-56-562010-19120000-072-509073 Grants-Federal	\$3,000,000	\$0
06-56-56-562010-24370000-072-509073 Grants-Federal	\$0	\$2,500,000
Total	\$3,000,000	\$2,500,000

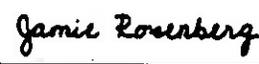
7. All other provisions of this agreement shall remain in full force and effect as originally set forth; and
8. This amendment shall commence upon Governor and Council approval and shall terminate on December 31, 2023.

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)

Division of Commissioner's Office
By:  11-16-21
Frank Edelblut, Commissioner of Education Date

Kleo, Inc. (ClassWallet)
By:  11/10/2021
James Rosenberg, CEO, Date

STATE OF N/A COVID 19

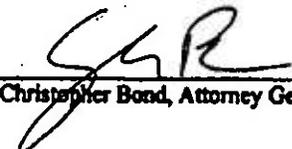
On this the _____ day of _____, 20__ before me, N/A COVID 19, the undersigned officer, personally appeared _____ known to me (or satisfactory proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained.

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

N/A COVID 19
Notary Public/Justice of the Peace

Commission Expires

Approved as to form, substance and execution by the Attorney General this 17th day of Nov., 2021


Christopher Bond, Attorney General's Office

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 KLEO, INC. is a Delaware Profit Corporation registered to transact business in New Hampshire on September 15, 2020. I further certify that all fees and documents required by the Secretary of State's office have been received and it is in good standing as far as this office is concerned.

Business ID: (S) 243

Certificate Number: 0005334020



IN TESTIMONY WHEREOF,

I thereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 1st day of April A.D. 2021.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State



CLASSWALLET

11-12-2021

I hereby certify that said authority has not been amended or repealed and remains in full force and effect as of the date of the contract to which this certificate is attached. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation.

Lydia Vazquez

Signature

Lydia Vazquez

Name

Renewal Manager

Title

11-12-2021

Date

6100 Hollywood Blvd., Suite 108
Hollywood, FL 33024

www.classwallet.com | info@classwallet.com

877-969-5536

**ACTION BY UNANIMOUS WRITTEN CONSENT
OF THE BOARD OF DIRECTORS
OF
KLEO INC.**

Pursuant to Section 141(f) of the Delaware General Corporation Law, the undersigned, being all of the members of the Board of Directors (the "Board") of Kleo Inc., a Delaware corporation (the "Corporation"), waiving all notice, hereby consent to, vote in favor of and adopt the following resolutions by written consent (this "Consent")

RESOLVED that the execution of Deeds, powers of attorney, transfers, assignments, contracts, obligations, certificates, and other instruments of whatever nature entered into by the Company directly or through a transfer agent or registrar for any stock company, acting in its capacity as a corporate director or exercising any and all other powers conferred upon it by the letters Patent incorporating it or by the law pertaining to such matters, shall be signed by any one of the persons listed below:

Name	Title	Signature
James F Rosenberg	CEO	
Neil Steinhardt	President	

GENERAL RESOLUTIONS

RESOLVED, that the Authorized Officers be, and each of them hereby is, authorized and directed, in the name of and on behalf of the Corporation, to take all such action and to execute all such documents as such officers may deem necessary or appropriate for the consummation of the transaction contemplated by the resolutions adopted hereby and any actions previously taken by such Authorized Officers in furtherance of the resolutions adopted hereby are hereby ratified, approved and confirmed in all respects. This Consent may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same written consent. Any copy, facsimile or other reliable reproduction of this action (including, without limitation, transmission by .pdf or email) may be substituted or used in lieu of the original writing for any and all purposes for which the original writing could be used.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

IN WITNESS WHEREOF, the undersigned, constituting the full Board of the Corporation, have executed this Consent to be effective as of the last date set forth below, and hereby direct that this Consent be filed with the minutes of the proceedings of the Board.

DIRECTORS:

<u><i>William Guttman</i></u>	<u>04/01/2021</u>
William Guttman	Date
<u></u>	<u>04/01/2021</u>
Eric Reiter	Date
<u><i>James Rosenberg</i></u>	<u>04/01/2021</u>
James Rosenberg	Date
<u><i>Neil Steinhardt</i></u>	<u>04/01/2021</u>
Neil Steinhardt	Date



KLEOINC-01

JAN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/17/2021

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 have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Acisure, LLC d/b/a InSource 9600 South Dadeland Boulevard 4th Floor Miami, FL 33156-2887	CONTACT PHONE (A/C No. Ext): (305) 670-8111 FAX (A/C No.): (305) 670-9699 EMAIL: email@insource-inc.com
	INSURER(S) AFFORDING COVERAGE INSURER A: Twin City Fire Insurance Co. NAIC # 29459 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

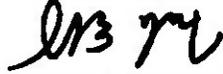
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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.

DESCRIPTION	TYPE OF INSURANCE	ADDITIONAL COVERAGES	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PER SUBJECT <input type="checkbox"/> LOC OTHER:		[REDACTED]	12/1/2021	12/1/2022	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMPOP AGG \$ 4,000,000 EMPLOYMENT PRAC \$ 10,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER New Hampshire Department of Education 101 Pleasant Street Concord, NH 03301-3880	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
---	--

Frank Edelblut
Commissioner of Education



Respectfully submitted,

In the event Federal Funds are no longer available, General Funds will not be requested to support this request.

KLEO Inc. (ClassWaller) is the known leader in administration of digital water services that are required to support the New Hampshire Department of Education in the administration of its program. New Hampshire.

The intent of this amendment is to clarify the payment terms that were originally set forth in the contract approved by the Governor on April 7, 2021. The ReKINDing Curiosity Program was developed to help address the COVID-19 pandemic's impact on student social, emotional, and mental health, and to support the continued development of the whole child, especially by alleviating student anxiety and trauma resulting from the disruption of pandemic in the State of New Hampshire.

EXPLANATION

Authorizes the New Hampshire Department of Education (NH DOE) to enter into an amendment to an existing contract with KLEO Inc. (ClassWaller), (Vendor Code #333447), Holywood, FL with no increase to the contract amount to clarify the payment terms of the ReKINDing Curiosity Program, effective upon Governor and Council approval through September 30, 2022. The original agreement was approved by the Governor on April 7, 2021, and amended on May 24, 2021, 100% Federal Funds.

REQUESTED ACTION

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

August 17, 2021

STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
101 Pleasant Street
Concord, N.H. 03301
TEL: (603) 271-4499
FAX (603) 271-1963



Frank Edelblut
Commissioner

Christina Brennan
Deputy Commissioner

MLC

88

MLC

**AMENDMENT TO
PROFESSIONAL SERVICES CONTRACT**

Now come the New Hampshire Department of Education, hereinafter "the Agency," and KLEO, Inc. (ClassWallet), Hollywood FL, hereinafter "the Contractor", and pursuant to an agreement between the parties that was approved by Governor on April 7, 2021 hereby agree to modify same as follows:

1. Remove Exhibit C, Method of Payment and replace with Exhibit C-1, Method of Payment
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 approval, and shall terminate on (September 30, 2022).

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)

Division of Commissioner's Office
By: Frank Edelbit 9-14-21
Frank Edelbit, Commissioner of Education Date

KLEO, Inc. (ClassWallet)
Name of Corporation (Contractor)
By: James Rosenberg
James Rosenberg, CEO, Date

STATE OF _____

County of _____

On this the _____ day of _____, 20____, before me, _____, 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 COVID 19

Notary Public/Justice of the Peace. Commission Expires _____

Approved as to form, substance and execution by the Attorney General this 15th day of Sept., 2021

Christopher Bond
Christopher Bond, Attorney General Office

Approved by the Governor this _____ day, OCT 13 2021

By: [Signature]
DEPUTY SECRETARY OF STATE

EXHIBIT C-1

Method of Payment

Fees

- One-time implementation: \$10,000.
- Annual service fee: \$10 per Eligible Student
- Submitted Application fee: \$51.00
 - The Submitted Application service fee is a per family / household fee, not per student, and includes administrative support for the processing of all applications, Applicant customer support, processing, file transfers, and Grant award and denial management and Applicant notification. No fee will be charged for applications which are not submitted.
- DirectPay transaction fee: 2.5% will be paid by the Department of Education (DOE) on a per transaction basis and will not increase the Price Limitation of this agreement.

Billing Schedule

- Due on execution
 - The one-time implementation fee of \$10,000; and
 - A Submitted Application service fee for the first 500 Submitted Applications: \$25,500 (500 x \$51.00)
- Due by invoice
 - Submitted Application fee of \$51.00 per each Submitted Application in excess of the first 500, invoiced monthly
 - Annual support of fee of \$10 per Eligible Student invoiced when ClassWallet receives the User List from the Client
 - DirectPay transaction fee: 2.5% on a per transaction basis, invoiced monthly to the DOE

Limitation on Price: The State's obligation under this contract, inclusive of Funds paid to Applicants, and fees paid to KLEG (ClassWallet) shall not exceed \$3,000,000.00.

Source of Funding: Funds to support this request are available in the account titled CARES Act #3, Governor's Ed Fund, as follows:

06-56-562010-19120000-072-500731 Grants Federal	FY21 \$3,000,000
---	----------------------------

Payment will be subject to funds availability. In the event that funds are not available, NH DOE shall immediately notify ClassWallet. Invoices and reports shall be submitted to:

Frank Esposito, Commissioner of Education
NH DOE
101 Pleasant Street
Concord, NH 03301
Louis.F.Esposito@doe.nh.gov

Contractor Initials: *[Signature]*
Date: August 17, 2022

**State of New Hampshire
Department of State**

CIRCULAR

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that the KLEO, INC. is a Delaware Public Corporation registered to transact business in New Hampshire on September 11, 2021. Further copies of this and other information required by the Secretary of State's office have been available and it is good standing as far as the office is concerned.

Notation ID: 00220
Circular Number: 00000000



SECRETARY OF STATE
I speak at my hand and voice to be attested
in the State of New Hampshire,
this 12th day of April A.D. 2021.

Handwritten signature of William M. Gardner.

William M. Gardner
Secretary of State



**ACTION BY UNANIMOUS WRITTEN CONSENT
OF THE BOARD OF DIRECTORS
OF
KLEO INC.**

Pursuant to Section 141(f) of the Delaware General Corporation Law, the undersigned, being all of the members of the Board of Directors (the "Board") of Kleo Inc., a Delaware corporation (the "Corporation"), waiving all notice, hereby consent to, vote in favor of and adopt the following resolutions by written consent (this "Consent")

RESOLVED that the execution of Deeds, powers of attorney, transfers, assignments, contracts, obligations, certificates, and other instruments of whatever nature entered into by the Company directly or through a transfer agent or registrar for any such company, acting in its capacity as a corporate director or exercising any and all other powers conferred upon it by the Internal Patent Incorporating it or by the law pertaining to such matters, shall be signed by any one of the persons listed below:

Name	Title	Signature
James F Rosenberg	CEO	<i>James Rosenberg</i>
Neil Steinhardt	President	<i>NS</i>

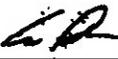
GENERAL RESOLUTIONS

RESOLVED, that the Authorized Officers be, and each of them hereby is, authorized and directed, in the name of and on behalf of the Corporation, to take all such action and to execute all such documents as such officers may deem necessary or appropriate for the consummation of the transaction contemplated by the resolutions adopted hereby and any actions previously taken by such Authorized Officers in furtherance of the resolutions adopted hereby are hereby ratified, approved and confirmed in all respects. This Consent may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same written consent. Any copy, facsimile or other reliable reproduction of this action (including, without limitation, transmission by pdf or email) may be substituted or used in lieu of the original writing for any and all purposes for which the original writing could be used.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

IN WITNESS WHEREOF, the undersigned, constituting the full Board of the Corporation, have executed this Consent to be effective as of the last date set forth below, and hereby direct that this Consent be filed with the minutes of the proceedings of the Board.

DIRECTORS:

	08/20/2021
_____ William Gutman	_____ Date
	08/20/2021
_____ Eric Reiter	_____ Date
	08/23/2021
_____ James Rosenberg	_____ Date
	08/20/2021
_____ Neil Steinhart	_____ Date





CENTRAL BANK OF INDIA

STATEMENT OF ASSETS AND LIABILITIES

AS AT THE END OF THE YEAR 1954

ASSETS	LIABILITIES
<p>Reserve Bank of India - 100%</p> <p>Government of India - 100%</p> <p>State Governments - 100%</p> <p>Local Authorities - 100%</p> <p>Public Deposits - 100%</p> <p>Other Deposits - 100%</p> <p>Loans and Advances - 100%</p> <p>Investments - 100%</p> <p>Other Assets - 100%</p>	<p>Reserve Bank of India - 100%</p> <p>Government of India - 100%</p> <p>State Governments - 100%</p> <p>Local Authorities - 100%</p> <p>Public Deposits - 100%</p> <p>Other Deposits - 100%</p> <p>Loans and Advances - 100%</p> <p>Investments - 100%</p> <p>Other Liabilities - 100%</p>
Total	Total

CENTRAL BANK OF INDIA

STATEMENT OF ASSETS AND LIABILITIES

AS AT THE END OF THE YEAR 1954



DD RB

Frank Edelblut
Commissioner

JUN 18 '21 AM 8:42
Christine Brennan
Deputy Commissioner

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

June 3, 2021

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

INFORMATIONAL ITEM

Pursuant to RSA 4:45, RSA 21-P:43, and Section 4 of Executive Order 2020-04 as extended by Executive Orders 2020-05 and 2020-08, 2020-09, 2020-10, 2020-14, 2020-15, 2020-16, 2020-17, 2020-18, 2020-20, 2020-21, 2020-23, 2020-24, 2020-25, 2021-01, 2021-02, 2021-04, 2021-05, 2021-06, 2021-08, and 2021-10, and suspend the Manual of Procedures 150, V., B., 1., requirement, Governor Sununu has authorized the Department of Education (DOE) to enter into a sole source contract with KLEO Inc. (ClassWallet), (Vendor Code #333447), Hollywood, FL, in an amount not to exceed \$3,000,000 to implement the ReKINDling Curiosity Program, effective upon Governor approval through September 30, 2022. 100% federal funds.

Funds to support this request are available in the account titled CARES Act #3 Governor's Ed Fund (GEER I), as follows:

	FY21
06-56-56-562010-19120000-072-509073 Grants Federal	\$3,000,000

EXPLANATION

This request is sole source because KLEO Inc., (ClassWallet) is the known leader in administration of digital wallet services that are required to support the New Hampshire Department of Education in the administration this program.

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
June 3, 2021

In response to the COVID-19 pandemic's impact on student social, emotional, and mental health, the State of New Hampshire will utilize GEER I funds to provide opportunities for positive childhood experiences at New Hampshire-approved overnight and day youth recreation camps.

As a result of school closures and the need to implement remote and hybrid instructional models across the state, as well as the broader community disruption from the pandemic, there are growing concerns around the mental and behavioral health of New Hampshire students. The preponderance of evidence indicates that students of all ages, backgrounds, and abilities benefit from exposure to short-term summer enrichment programs, including in the areas of challenge, friend-making, positivity, and emotional safety.¹ Additionally, Psychology Today identified important factors to helping student mental health in its March 19, 2020 article "Improving Student Mental Health During the COVID-19 Crisis."² Two of these factors directly related to this program include the benefits of exercise and appropriate social activity. For many children, especially those from low-income background or with disabilities, accessing summer enrichment opportunities supporting social, emotional, and mental health is more important than ever.

The state-operated summer enrichment program will pay the youth recreation camp fees of students from low-income households to improve student social, emotional, and mental wellness and support continued development of the whole child, especially by alleviating student anxiety and trauma resulting from the COVID-19 pandemic. These experiences will help New Hampshire students return to in-person school with a rekindled curiosity, excited and anticipating a return to academic instruction in the fall.

Eligible youth opportunities include recreation camps, residence camps and seasonal and year-round day camps that are:

- Licensed by the Department of Health and Human Services' Youth Recreation Camp Licensing Program;
 - Operate for at least 10 days per license year for the purpose of providing recreational opportunities;
 - Serve 10 or more youth per day at a place which is continuously or periodically used for such purposes; and
 - Are in good standing with the New Hampshire Camp Directors Association.
 - A list of eligible youth recreation camps may be found NHCamps.org.

¹ Garst, B. A., & Whittington, A. (2020). Defining Moments of Summer Camp Experiences: An Exploratory Study With Youth in Early Adolescence. *Journal of Outdoor Recreation, Education & Leadership*, 12(3), 306–321. <https://doi.org/10.18666/JOREL-2020-V12-I3-10109>

Garst, B. A., Gagnon, R. J., & Whittington, A. (2016). A Closer Look at the Camp Experience: Examining Relationships Between Life Skills, Elements of Positive Youth Development, and Antecedents of Change Among Camp Alumni. *Journal of Outdoor Recreation, Education & Leadership*, 8(2), 180–199. <https://doi.org/10.18666/JOREL-2016-V8-I2-7694>

Thurber, C. A., Scanlin, M. M., Scheuler, L., & Henderson, K. A. (2007). Youth Development Outcomes of the Camp Experience: Evidence for Multidimensional Growth. *Journal of Youth & Adolescence*, 36(3), 241–254. <https://doi.org/10.1007/s10964-006-9142-6>

² [Improving Student Mental Health During the COVID-19 Crisis | Psychology Today](https://www.psychologytoday.com/us/blog/2020/03/improving-student-mental-health-during-the-covid-19-crisis)

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
June 3, 2021

- Licensed by the Department of Health and Human Services' Child Development Bureau, Child Care Licensing Unit;
 - Licensed to offer School Age Programs
 - Offer summer recreational opportunities
 - Are in good standing with the Child Care Licensing Unit.
 - A list of eligible School Age Programs may be found on the NH Connections website by searching under Age Group: School Age.

To receive fees, eligible youth recreation camps must guarantee via contracts with the Department of Education that they will provide eligible students with:

- Access to the program, including necessary supplies and materials;
- Transportation to and from the program; and
- Provision of Meals/Snacks while attending the program.

Eligible students and corresponding youth recreation camp fees include:

- Students with a disability, determined by confirmation of an IEP or medical documentation of a disability, are eligible for a \$650 camp fee;
- Students from families earning less than 250% of the federal poverty level, determined by federal income tax return and documented non-taxable income, are eligible for a \$500 camp fee; and
- Students from families earning less than 400% of the federal poverty level, determined by federal income tax return and documented non-taxable income, are eligible for a \$350 camp fee.

On average, a \$500 camp fee will pay for a one-week summer enrichment program in New Hampshire.

Eligible students' participation in the program will be prioritized as follows:

- Students with a documented disability and students from families earning less than 250% of the federal poverty can participate in the summer enrichment program on a first-come, first-served basis until 75% of the program allocation (\$1.5 million) is drawn down or 30 days after the application period, whichever comes first.
- At that point, students from families earning less than 400% of the federal poverty are also eligible on a first-come, first-served basis until the entire program allocation is drawn down.
- Additional GEER funds allocations will be sought if demand for the program is strong.

The contractor ClassWallet will provide administrative support to the Department of Education including:

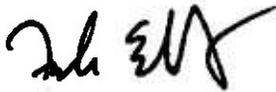
- Receiving and reviewing DOE-required documentation to verify student eligibility and corresponding youth recreation camp fees;

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
June 3, 2021

- Collecting DOE assurances/contracts from New Hampshire-approved eligible youth recreation camps; and
- Processing fee payment to New Hampshire-approved youth recreation camps upon a parent/caregiver's selection.

In the event Federal Funds are no longer available, General Funds will not be requested to support this request.

Respectfully submitted,



Frank Edelblut
Commissioner of Education

Frank Edelblut
Commissioner



Christine Brennan
Deputy Commissioner

STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
101 Pleasant Street
Concord, N.H. 03301
TEL. (603) 271-3485
FAX (603) 271-1953

May 20, 2021

His Excellency, Governor Christopher T. Sununu
New Hampshire State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Education (the "NH DOE") to amend the Scope of Services contemplated under the NH DOE "ReKINDling Curiosity" program (the "Program") in order to increase the enrollment of children's summer camps who are unable to coordinate or facilitate transportation services to and from said camps.

As has been communicated and agreed upon, in response to the COVID-19 pandemic's impact on student social, emotional, and mental health, the State of New Hampshire will utilize GEER I funds to provide opportunities for positive childhood experiences at New Hampshire-approved overnight and day youth recreation camps. However, the requirement in our cover letter that said camps provide transportation to and from such camp opportunities has proved to be a barrier for many camps to enroll in the Program. It has also proven to be a barrier to families, who have the ability to transport their children to camp, but cannot pay for the camp without the camper support fee. Therefore, the requirement that camps provide the means of transportation to and from said camps has been removed from the qualifications for eligibility for enrollment in the Program.

This program will continue to be effective upon Governor approval through September 30, 2022 through 100% federal funds.

EXPLANATION

The intent of the Program is to help pay for the youth recreation camp fees of students from disabled and low-income households to improve student social, emotional, and mental wellness and support continued development of the whole child, especially by alleviating student anxiety and trauma resulting from the COVID-19 pandemic. These experiences will help New Hampshire students return to in-person school with a rekindled curiosity, excited and anticipating a return

His Excellency, Governor Christopher T. Sununu
Page 2 of 2

to academic instruction in the fall. The Program has experienced less enrollment from camp organizations than anticipated due to the requirement for the camp to provide a means of transportation, whether direct from the camp or through organization with the families, and therefore the DOE is removing the transportation requirement from the eligibility criteria for the Program.

The action requested herein is to amend the Scope of Services for the Program to remove the requirement that the camp organize the means by which the families are afforded transportation for their child(ren) to and from their camp of choice.

Respectfully submitted,



Frank Edelblut
Commissioner of Education

I hereby approve this request pursuant to RSA 4:45, RSA 21-P:43, and Section 4 of Executive Order 2020-04 as extended by Executive Orders 2020-05 and 2020-08, 2020-09, 2020-10, 2020-14, 2020-15, and 2020-16, 2020-17 and 2020-18, 2020-20, 2020-21, 2020-23, 2020-24, 2020-25, 2021-01, 2021-02, 2021-04, 2021-05, 2021-06, and 2021-08 and suspend the Manual of Procedures 150, V., B., 1., requirement.

May 24, 2021
Date


Governor Christopher T. Sununu

This request is sole source because KLEO Inc. (ClassWallet) is the known leader in administration of digital wallet services that are required to support the New Hampshire Department of Education in the administration of this program.
In response to the COVID-19 pandemic's impact on student social, emotional, and mental health, the State of New Hampshire will utilize GEER I funds to provide opportunities for

EXPLANATION

06-56-56-562010-1912000-103-60098 Contracts for Program Svcs
072-509073
FY21 \$3,000,000

Authorize the New Hampshire Department of Education (NH DOE) to enter into a sole source contract with KLEO Inc. (ClassWallet), (Vendor Code #333447), Hollywood, FL, in an amount not to exceed \$3,000,000 to implement the ReKINDing Curiosity Program, effective upon Governor approval through September 30, 2022. 100% federal funds.
Funds to support this request are available in the account titled CARES Act #3 Governor's Ed Fund (GEER I), as follows:

REQUESTED ACTION

His Excellency, Governor Christopher T. Sununu
State House
Concord, New Hampshire 03301

April 5, 2021

STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
101 Pleasant Street
Concord, N.H. 03301
TEL (603) 271-3485
FAX (603) 271-1883



Christine Swamin
Deputy Commissioner

Frank Gardner
Commissioner

His Excellency, Governor Christopher T. Sununu
April 5, 2021

positive childhood experiences at New Hampshire-approved overnight and day youth recreation camps.

As a result of school closures and the need to implement remote and hybrid instructional models across the state, as well as the broader community disruption from the pandemic, there are growing concerns around the mental and behavioral health of New Hampshire students. The preponderance of evidence indicates that students of all ages, backgrounds, and abilities benefit from exposure to short-term summer enrichment programs, including in the areas of challenge, friend-making, positivity, and emotional safety.¹ Additionally, Psychology Today identified important factors to helping student mental health in its March 19, 2020 article "Improving Student Mental Health During the COVID-19 Crisis."² Two of these factors directly related to this program include the benefits of exercise and appropriate social activity. For many children, especially those from low-income backgrounds or with disabilities, accessing summer enrichment opportunities supporting social, emotional, and mental health is more important than ever.

The state-operated summer enrichment program will pay the youth recreation camp fees of students from low-income households to improve student social, emotional, and mental wellness and support continued development of the whole child, especially by alleviating student anxiety and trauma resulting from the COVID-19 pandemic. These experiences will help New Hampshire students return to in-person school with a rekindled curiosity, excited and anticipating a return to academic instruction in the fall.

Eligible youth opportunities include recreation camps, residence camps and seasonal and year-round day camps that are:

- Licensed by the Department of Health and Human Services' Youth Recreation Camp Licensing Program;
 - Operate for at least 10 days per license year for the purpose of providing recreational opportunities;
 - Serve 10 or more youth per day at a place which is continuously or periodically used for such purposes; and
 - Are in good standing with the New Hampshire Camp Directors Association.
 - A list of eligible youth recreation camps may be found NHCamps.org.
- Licensed by the Department of Health and Human Services' Child Development Bureau, Child Care Licensing Unit;
 - Licensed to offer School Age Programs

¹ Garst, B. A., & Whittington, A. (2020). Defining Moments of Summer Camp Experiences: An Exploratory Study With Youth in Early Adolescence. *Journal of Outdoor Recreation, Education & Leadership*, 12(5), 306-321. <https://doi.org/10.1088/1081-2020-12-5-306>

Garst, B. A., Gagnon, R. J., & Whittington, A. (2016). A Closer Look at the Camp Experience: Examining Relationships Between Life Skills, Elements of Positive Youth Development, and Antecedents of Change Among Camp Alumni. *Journal of Outdoor Recreation, Education & Leadership*, 8(2), 180-199. <https://doi.org/10.1088/1081-2016-08-2-180>

Thurber, C. A., Scanlin, M. M., Scheuler, L., & Henderson, E. A. (2007). Youth Development Outcomes of the Camp Experience: Evidence for Multidimensional Growth. *Journal of Youth & Adolescence*, 36(3), 241-254. <https://doi.org/10.1007/s10964-008-9142-6>

² [Improving Student Mental Health During the COVID-19 Crisis | Psychology Today](https://www.psychologytoday.com/us/blog/improving-student-mental-health-during-the-covid-19-crisis)

His Excellency, Governor Christopher T. Sununu
April 5, 2021

- Offer summer recreational opportunities
- Are in good standing with the Child Care Licensing Unit.
- A list of eligible School Age Programs may be found on the NH Connections website by searching under Age Group: School Age.

To receive fees, eligible youth recreation camps must guarantee via contracts with the Department of Education that they will provide eligible students with:

- Access to the program, including necessary supplies and materials;
- Transportation to and from the program; and
- Provision of Meals/Snacks while attending the program.

Eligible students and corresponding youth recreation camp fees include:

- Students with a disability, determined by confirmation of an IEP or medical documentation of a disability, are eligible for a \$650 camp fee;
- Students from families earning less than 250% of the federal poverty level, determined by federal income tax return and documented non-taxable income, are eligible for a \$500 camp fee; and
- Students from families earning less than 400% of the federal poverty level, determined by federal income tax return and documented non-taxable income, are eligible for a \$350 camp fee.

On average, a \$500 camp fee will pay for a one-week summer enrichment program in New Hampshire.

Eligible students' participation in the program will be prioritized as follows:

- Students with a documented disability and students from families earning less than 250% of the federal poverty can participate in the summer enrichment program on a first-come, first-served basis until 75% of the program allocation (\$1.5 million) is drawn down or 30 days after the application period, whichever comes first.
- At that point, students from families earning less than 400% of the federal poverty are also eligible on a first-come, first-served basis until the entire program allocation is drawn down.
- Additional GEER funds allocations will be sought if demand for the program is strong.

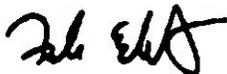
The contractor ClassWallet will provide administrative support to the Department of Education including:

- Receiving and reviewing DOE-required documentation to verify student eligibility and corresponding youth recreation camp fees;
- Collecting DOE assurances/contracts from New Hampshire-approved eligible youth recreation camps; and
- Processing fee payment to New Hampshire-approved youth recreation camps upon a parent/caregiver's selection.

His Excellency, Governor Christopher T. Sununu
April 5, 2021

In the event Federal Funds are no longer available, General Funds will not be requested to support this request.

Respectfully submitted,



Frank Edelblut
Commissioner of Education

I hereby approve this request pursuant to RSA 4:45, RSA 21-P:43, and Section 4 of Executive Order 2020-04 as extended by Executive Orders 2020-05 and 2020-08, 2020-09, 2020-10, 2020-14, 2020-15, and 2020-16, 2020-17 and 2020-18, 2020-20, 2020-21, 2020-23, 2020-24, 2020-25, 2021-01, 2021-02, 2021-04, and 2021-05 and suspend the Manual of Procedures 150, V., B., 1., requirement.

4.7.21

Date



Governor Christopher T. Sununu

FORM NUMBER P-37 (version 12/18/2019)

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

I. IDENTIFICATION

1.1 State Agency Name Department of Education		1.2 State Agency Address 101 Pleasant Street, Concord, NH 03301	
1.3 Contractor Name KLBO, INC.		1.4 Contractor Address 6100 Hollywood Blvd. Suite 108 Hollywood, FL 33024	
1.5 Contractor Phone Number 1-877-969-6536	1.6 Account Number See Exhibit C	1.7 Completion Date 09/30/22	1.8 Price Limitation \$3,000,000
1.9 Contracting Officer for State Agency Frank Edelblut		1.10 State Agency Telephone Number 603-271-3144	
1.11 Contractor Signature <i>James Rosenberg</i> Date: 4/8/21		1.12 Name and Title of Contractor Signatory Jamie Rosenberg, CEO	
1.13 State Agency Signature <i>Frank Edelblut</i> Date: 4-6-21		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, Substances and Execution) (if applicable) By: <i>Christopher Bond</i> On: 4/7/21			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials *JR*
Date 4/8/21

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-e 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 issues 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.

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, formulas, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analytics, 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, 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 except 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.

EXHIBIT A

Special Provisions

Additional Exhibits D-G

Section 4 is hereby revised to read as follows:

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. In the case of such notice of a reduction or termination of appropriated funds, the Contractor shall have the right to immediately suspend performance hereunder and the provision of Services upon notice to the State. If such reduction or termination of appropriated funds continues for a period of thirty (30) days, the Contractor shall have the right to terminate this Agreement immediately upon notice to the State. 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.

Section 6.3 is hereby revised to read as follows:

6.3 The Contractor agrees to permit, upon reasonable prior notice and during regular business hours, the State or United States access to those of the Contractor's books, records and accounts necessary to the purpose of ascertaining compliance with all rules, regulations and orders pertaining to, and the covenants, terms and conditions of, this Agreement.

Section 8.1.1 is hereby revised to read as follows:

8.1.1 failure to perform the Services in accordance with criteria for acceptance under this Agreement or on schedule;

Section 8.1.2 is hereby revised to read as follows:

8.1.2 failure to submit any material report required hereunder,

Contractor Initials *OR*
Date *2/18/21*

Section 8.1.3 is hereby revised to read as follows:

8.1.3 material failure to perform any other covenant, term or condition of this Agreement;

Section 8.4 is hereby added as follows:

8.4 Contractor shall be excused from performance of the Services during any period where payment is withheld by the State. If the State withholds payment for a period longer than thirty (30) days, Contractor may terminate this Agreement upon notice to the State and shall be permanently excused from performance of the Services.

Section 10 is hereby revised to read as follows:

10. INTELLECTUAL PROPERTY, 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. For the avoidance of doubt, Data shall not include any of Contractor's intellectual property as discussed in Section 10.5, or transaction and experience information generated as a result of the performance of the Services.

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.

10.4 For no additional consideration, Contractor grants the State a non-transferable, non-exclusive, royalty-free, fully paid license, solely for the internal business use of the State, to use, copy, modify, display, perform, transmit and prepare derivative works of such rights and licenses embodied in or delivered to the State in conjunction with the Services throughout the term of this Agreement, as well as any renewals or extensions thereto. Except for the preceding licenses, all rights in the Services and concomitant intellectual property rights remain with the Contractor.

10.5 All worldwide legal rights or interests evidenced by or embodied in any idea, design, concept, personality right, method, process, technique, apparatus, invention, discovery or improvement including any patents, trade secrets and know-how; any work of authorship including any copyrights, moral rights or neighboring rights; any trademark, service mark, trade dress, trade name or other indicia of source or origin; domain name registrations; and any other proprietary or similar rights and other interests in any intellectual property owned, developed, or licensed by Contractor as of the date

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hereof, or developed by or on behalf of Contractor pursuant to this Agreement, together with any improvements or derivatives thereof, shall be owned by and reserved in the party developing (or otherwise owning) such intellectual property rights, which ownership and reservation shall continue during the term of this Agreement and following termination. Nothing in this Agreement constitutes a work for hire, none of Contractor's intellectual property rights or other intellectual property owned or licensed by Contractor or developed by or on behalf of Contractor pursuant to this Agreement, shall be considered a work made for hire in favor of the State or any other party, and nothing in this Agreement constitutes an agreement by either party to assign or otherwise convey title or license to any existing or subsequently developed intellectual property rights or data to the other party except as explicitly set forth herein, and the State shall have no claim and shall make no claim of ownership or other interest therein (other than the limited license rights as explicitly set forth in Section 10.4, above).

10.6 Any work of authorship used by Contractor, to create the Services but which exists as a work independently of the Services, shall remain the property of the Contractor in all respects and no rights therein conveyed to the State or any party by virtue of their use in the creation of the Services.

Section 11 is hereby revised to read as follows:

11. CONTRACTOR'S RELATION TO THE STATE.

The State considers the Contractor to be a "Contractor" under 2 C.F.R. 200.330 for all purposes relevant to this Contract. 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, provided, notwithstanding the foregoing, that Contractor shall act as an agent for the State in respect of the program funds and the distribution of those funds on behalf of the State to or for benefit of recipients at the direction of the State, as set forth in EXHIBIT B. 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.

Section 12.2 is hereby revised to read as follows:

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. Provided, that the State hereby acknowledges that certain application processing services shall be subcontracted to Nelnet Business Solutions, Inc. d/b/a FACTS Management, which acknowledgement shall constitute notice and consent for purposes of this section. 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.

Section 13 is hereby revised to read as follows:

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

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Date 2/11/12

for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees by a third party, to the extent arising out of the negligent and/or reckless acts or omissions of the Contractor or subcontractors which constitute breach of this Agreement, provided, for purposes of clarity, that the Contractor shall have no obligation to indemnify or hold harmless the State, its officers or employees from any claims by a third party, or any liabilities or costs arising therefrom, in respect of the program to which this Agreement pertains which do not involve the negligent and/or reckless acts or omissions of the Contractor or subcontractors constituting breach by the Contractor of the terms of this Agreement. In no event will Contractor's liability to the State arising out of or relating to this Agreement (other than in respect of indemnity in respect of third party claims described above) exceed two times the aggregate amounts paid or payable to the Contractor pursuant to this Agreement in the twelve-month period preceding the event giving rise to the claim. 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.

Contractor Initials 
Date 4/8/21

EXHIBIT B

Scope of Services

- I. **Objective:** Kileo, Inc. ("ClassWallet") shall provide software and application processing services for the offering and support of a user-friendly, online platform that may be used by the Client to process application and grant awards of Funds to eligible students (the "Program"). Client shall establish the criteria defining eligible students ("Eligible Students"). For each approved application, the Eligible Students will receive Funds through the online platform.
- II. For purposes of this Scope for Services, the following terms shall be defined to mean:
 1. **Applicant(s):** Parent(s) or legal guardian(s) applying for Funds through the Application System on behalf of their school age student(s).
 2. **Application Processing:** Review of the Submitted Application for completeness and processing of that application for classification by rote application of the Program Criteria.
 3. **Application System:** online platform through which Applicants submit requested information.
 4. **Client Administrator:** Client staff designated to oversee matters related to performance of this Agreement.
 5. **Fiscal Management and Payment System:** online platform for Users to receive Funds and use Funds to make payments for eligible expenses as determine by the Client.
 6. **Funds:** The amount of funds made available to the Applicant from the GEER program for allowable uses. Amounts will vary based on applicable Program Criteria.
 7. **Platform:** Umbrella term referring to all components including Application System, Fiscal Management and Payment System and Marketplace, online support and training, and online reporting services.
 8. **Program Criteria:** Criteria established by the Client which govern program participation eligibility.
 9. **Submitted Application:** The information required to determine program eligibility collected from the Applicant that has been provided in an application which the Applicant has submitted in the Application System.
 10. **Users:** Applicants that have been awarded Funds and are using the Fiscal Management and Payment System
- III. **Scope and Deliverables:** ClassWallet shall provision a platform for use by the Client to process applications and distribute Funds to Eligible Students and for the Users to access and use Funds (collectively, "the Platform"). The Platform shall include:
 1. Application System;
 2. Fiscal Management and Payment System;
 3. Reporting; and
 4. Training.
- IV. **The Application System shall meet the following specifications:**
 1. Allow the Client to create and customize an application form.

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2. Ability for Applicants to input and upload data and forms including, but not limited to, Internal Revenue Service tax forms, TANF, SNAP and Individualized Education Plans documentation
3. Ability for Applicants to input personal information for multiple students in household on the same application.
4. Provide verification review of income based on data input by the Applicant, and identify the potential need for further review and processing.
5. Compare Applicant reported income to income thresholds and other Program Criteria defined by the Client to determine eligibility.
6. Provide verification of guardianship of eligible students.
7. Allow electronic verification and acknowledgment by the Applicant of required assurances and rules.
8. Allow Applicant to start and stop an application mid-stream and save information to be able to resume later.
9. Provide stages of approval based on existing system and reporting capabilities. This may include: Application Submitted, Documentation Submitted, Review Status, Application Complete, Award Assigned, Award Notification, and Award Acceptance..
10. Allow a Client administrator to view application status, including what applications are in process, income over guideline, incomplete, or approved.
11. Generate an acceptance or denial letter to Applicants.
12. Bundle siblings into the same Applicant user account.

V. The Fiscal Management and Payment System for the Program shall provide the following:

1. Notional Virtual Wallet Account ("Account")
 - a. Through ClassWallet, each User is provided an Account. The Client allocates a balance to each Account which indicates to the User how much they are able to spend on allowable items. Users can access and view their balance through electronic devices, including computers, tablets or smartphones (subject to compatibility as set forth in the Hardware/Operating System Specification in Section X).
 - b. Users can spend the funds in their Account through the Platform's online ACH bill pay transaction ("DirectPay") to summer camps
 - c. Accounts can be:
 1. Loaded periodically, at such frequency and in such amounts as the Client determines appropriate, in accordance with rules established by the Client.
 2. Suspended
 3. De-funded, and funds returned to the Client
 - d. The User cannot make deposits into their Account. Only Clients can fund Accounts.
2. DirectPay for summer camps
 - a. Summer camps may link to the Platform in order to receive ACH payments by providing banking information via web access on the Platform.
 - b. ClassWallet does not store any banking information of summer camps.
 - c. Client may review summer camp requests to connect to the Platform and make a determination to approve or reject such requests.

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Date 2/28/21

- d. Users can upload documentation provided by summer camps (e.g. invoices) into the Platform using the ClassWallet mobile application and their phone camera, or a desktop scanner.
 - e. Clients will have the ability to review documentation via web access and approve or deny payment requests through the ClassWallet administration dashboard, or can set default authorizations on an automated basis subject to rules established by the Client.
 - f. ClassWallet automates the ACH payment to the summer camp's bank account.
 - g. ClassWallet charges 2.5% processing fee per DirectPay transaction.
3. **Categorization:** The Platform shall provide the ability for the Client to establish categories for types of purchases and require Users to select a category as part of each payment / check out experience.
 4. **System Availability:** ClassWallet will use commercially reasonable efforts to target that the Platform will meet a 99.9 % daily availability level (calculated as a monthly average). ClassWallet may schedule planned maintenance activities of its systems, including the Platform, which shall be exempt from availability calculations. ClassWallet shall use when possible, commercially reasonable precautions to minimize any adverse impact to the Platform as a result of any such planned outages and shall make commercially reasonable efforts to limit planned outages to "off-peak" time periods considering the services that may be impacted by any such planned outage.
 5. **Fiscal Management and Payment System Reporting:** ClassWallet shall make the following reports available via the Platform:
 - a. Listing of current User Accounts.
 - b. Detail summaries of purchases and amounts.
 - c. Aggregate User Account balances.
 - d. Year-end close-out of Accounts and balances.

VI. Role of the Client. The Client shall:

1. Be solely and exclusively responsible for (a) all matters relating to the Program administration, including but not limited to: determining Program Criteria, including fee amount eligibility, which shall be applied by ClassWallet to conduct Application Processing, and (b) all matters relating to the governance and monitoring of the Program eligibility and permissible use of funds relative to the Program, including the use of funds on the Platform by Users.
2. Provide ClassWallet with Program Criteria, by which ClassWallet will process each Submitted Application to facilitate determination of whether the Applicant qualifies for a Fund and the amount of such Fund.
3. Provide ClassWallet with a complete list of Users eligible to receive Funds through the Fiscal Management and Payment System and the amount of each such Fund ("User List").
 - a. The User List shall contain, but not be limited to: first name, last name, address, email address, phone number and Fund dollar amount.

Contractor Initials *JR*
Date *2/1/21*

- b. The Client shall have the ability to provide updated User Lists at a mutually agreed upon frequency.
4. Provide ClassWallet a deadline date by which Users must use Funds (the "Deadline").
5. Be solely and exclusively responsible for authorizing all payments made on the Platform either through a pre-approval workflow provided through the Platform and based on the Program Criteria or by explicit instruction to ClassWallet regarding which type of transactions are authorized for settlement without pre-approval.

VII. Account Punding Terms. The Client authorizes ClassWallet to act as an agent for the Client to facilitate the distribution of funds to or for benefit of the Users based on the Program Criteria. By acting as a conduit between the Client and the Users, ClassWallet exercises no control over the funds other than as contemplated herein.

1. ClassWallet shall provide that the funds collected from the Client be held in a segregated account (the "ClassWallet Segregated Account") solely for the purpose of collecting funds from the Client, and remitting them to the Users or to other parties, as may be directed or permitted by the Client in accordance with the terms of this Agreement
 - a. All funds in the ClassWallet Segregated Account shall be the property of the Client.
 - b. ClassWallet will not commingle its own funds in the ClassWallet Segregated Account.
 - c. ClassWallet will not use the funds in the ClassWallet Segregated Account for its own benefit.
2. The Client shall be responsible for depositing funds in the ClassWallet Segregated Account sufficient to meet and maintain the total Program Funds amount requirements.
3. If Client removes the balances from 100% of Accounts, then Client shall not be required to maintain funds on deposit for the related account.
4. Upon termination of the Agreement, ClassWallet shall return to Client any remaining Reserve balance within thirty (30) days of the termination date.

VIII. Customer Service: ClassWallet shall use commercially reasonable efforts to provide customer service which shall include:

1. Application System customer service representatives available from 9:00 a.m. to 6:00 p.m. (Eastern Time) Monday through Friday, excluding Federal bank holidays, via email, chat, and phone; and
2. Fiscal Management and Payment System customer support from 8:00 a.m. to 8:00 p.m. (Eastern Time), Monday through Friday and 10:00 a.m. to 4:00 p.m. (Eastern Time) Saturday via email, web-based chat application and phone.

IX. Training: ClassWallet shall create and deliver reasonable training for Clients and Users in such cadence and frequency, and through such means, as may be mutually agreed upon by ClassWallet and Client.

Contractor Initials *JR*
Date *2/15/21*

- X. **Hardware/Operating System Specification:** ClassWallet shall make commercially reasonable efforts to provide for Platform compatibility with current version and the two (2) previous versions ("N-2") of widely-used device platforms and software. The table below represents a current example of commonly used systems and versions:

Platform	Operating System
Windows	Version 7,8,10
Apple	Mac OS10+
Chromebook	Chrome OS 59+
IOS	IOS 11+

- XI. **Web Browser Specifications:** ClassWallet shall make commercially reasonable efforts to provide for Platform compatibility with current-version market-available web browsers including, but not limited to:

1. Google Chrome,
2. Microsoft Edge, Microsoft Internet Explorer 11 (partial support),
3. Firefox, and Safari.

Contractor Initials *JR*
Date 2/15/21

EXHIBIT C

Method of Payment

Fees

- One-time implementation: \$10,000
- Annual service fee: \$10 per Eligible Student
- Submitted Application fee: \$51.00
 - The Submitted Application service fee is a per family / household fee, not per student, and includes administrative support for the processing of all applications, Applicant customer support, processing, file transfers, and Grant award and denial management and Applicant notification. No fee will be charged for applications which are not submitted.
- DirectPay transaction fees: 2.5% charged to the summer camp payee on a per transaction basis. The Client is not responsible for this fee.

Billing Schedule

- Due on execution
 - The one-time implementation fee of \$10,000; and
 - A Submitted Application service fee for the first 500 Submitted Applications: \$25,500 (500 x \$51.00)
- Due by invoice
 - Submitted Application fee of \$51.00 per each Submitted Application in excess of the first 500, invoiced monthly
 - Annual support of fee of \$10 per Eligible Student invoiced when ClassWallet receives the User List from the Client
 - DirectPay transaction fees: 2.5% charged to the summer camp payee on a per transaction basis. The Client is not responsible for this fee.

Limitation on Price: The State's obligation under this contract, inclusive of Funds paid to Applicants, shall not exceed \$3,000,000.00

Source of Funding: Funds to support this request are available in the account titled CARES Act #3 Governor's Ed Fund, as follows:

06-56-562010-19120000-102-900797	Contracts for Program Svcs	FY21
072-509073		\$3,000,000

Payment will be subject to funds availability. In the event that funds are not available, NH DOE shall immediately notify ClassWallet. Invoices and reports shall be submitted to:
Frank Edelblut, Commissioner of Education
NH DOE
101 Pleasant Street ::
Concord, NH 03301
Louis.F.Edelblut@doe.nh.gov

Contractor Initials: *DE*
Date: 4/16/21

EXHIBIT D

Contractor Obligations

Contracts in excess of the simplified acquisition threshold (currently set at \$250,000) must address administrative, contractual, or legal remedies in instances where the contractor violates or breaches contract terms, and provide for such sanctions and penalties as appropriate. Reference: 2 C.F.R. § 200.326 and 2 C.F.R. 200, Appendix II, required contract clauses.

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

The Contractor, certifies and affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq. apply to this certification and disclosure, if any.

Breach

A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

Fraud and False Statements

The Contractor understands that, if the project which is the subject of this Contract is financed in whole or in part by federal funds, that if the undersigned, the company that the Contractor represents, or any employee or agent thereof, knowingly makes any false statement, representation, report or claim as to the character, quality, quantity, or cost of material used or to be used, or quantity or quality work performed or to be performed, or makes any false statement or representation of a material fact in any statement, certificate, or report, the Contractor and any company that the Contractor represents may be subject to prosecution under the provision of 18 USC § 1001 and § 1020.

Environmental Protection

(This clause is applicable if this Contract exceeds \$150,000. It applies to Federal-aid contracts only.)

The Contractor is required to comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency (EPA) regulations (40 CFR Part 15) which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to the RWVA and to the U.S. EPA Assistant Administrator for Enforcement.

Procurement of Recovered Materials

In accordance with Section 6002 of the Solid Waste Disposal Act (42 U.S.C. § 6962), State agencies and agencies of a political subdivision of a state that are using appropriated Federal funds for procurement must procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired in the preceding fiscal year exceeded \$10,000; must procure solid waste management services in a manner that maximizes energy and resource recovery; and must have established an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Contractor Initials *JR*
Date *7/4/87*

Exhibit B

Federal Debarment and Suspension

- a. By signature on this Contract, the Contractor certifies its compliance, and the compliance of its Sub-Contractors, present or future, by stating that any person associated therewith in the capacity of owner, partner, director, officer, principal investor, project director, manager, auditor, or any position of authority involving federal funds:
1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal Agency;
 2. Does not have a proposed debarment pending;
 3. Has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal Agency within the past three (3) years; and
 4. Has not been indicted, convicted, or had a civil judgment rendered against the firm by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.
- b. Where the Contractor or its Sub-Contractor is unable to certify to the statement in Section a.1. above, the Contractor or its Sub-Contractor shall be declared ineligible to enter into Contract or participate in the project.
- c. Where the Contractor or Sub-Contractor is unable to certify to any of the statements as listed in Sections a.2., a.3., or a.4., above, the Contractor or its Sub-Contractor shall submit a written explanation to the DOE. The certification or explanation shall be considered in connection with the DOE's determination whether to enter into Contract.
- d. The Contractor shall provide immediate written notice to the DOE if, at any time, the Contractor or its Sub-Contractor, learn that its Debarment and Suspension certification has become erroneous by reason of changed circumstances.

Contractor Initials *JE*
Date *2/16/21*

Exhibit F

Anti-Lobbying

The Contractor agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, execute the following Certification:

The Contractor certifies, by signing and submitting this contract, to the best of his/her knowledge and belief, that:

- a. No federal appropriated funds have been paid or shall be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence any officer or employee of any State or Federal Agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract grant, loan, or cooperative agreement.
- b. If any funds other than federally appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any Federal Agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the "Disclosure of Lobbying Activities" form in accordance with its instructions (<http://www.whitehouse.gov/omb/grants/discm.pdf>).
- c. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making and entering into this transaction imposed by Section 1352, Title 31 and U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- d. The Contractor also agrees, by signing this contract that it shall require that the language of this certification be included in subcontracts with all Sub-Contractor(s) and lower-tier Sub-Contractors which exceed \$100,000 and that all such Sub-Contractors and lower-tier Sub-Contractors shall certify and disclose accordingly.
- e. The DOE shall keep the firm's certification on file as part of its original contract. The Contractor shall keep individual certifications from all Sub-Contractors and lower-tier Sub-Contractors on file. Certification shall be retained for three (3) years following completion and acceptance of any given project.

Contractor Initials: *JR*
Date: 4/21/21

Exhibit G

Rights to Inventions Made Under a Contract, Copy Rights and Confidentiality

Rights to Inventions Made Under a Contract or Agreement

Contracts or agreements for the performance of experimental, developmental or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the DOE.

Any discovery or invention that arises during the course of the contract shall be reported to the DOE. The Contractor is required to disclose inventions promptly to the contracting officer (within 2 months) after the inventor discloses it in writing to contractor personnel responsible for patent matters. The awarding agency shall determine how rights in the invention/discovery shall be allocated consistent with "Government Patent Policy" and Title 37 C.F.R. § 401.

Confidentiality

All Written and oral information and materials disclosed or provided by the DOE under this agreement constitutes Confidential Information, regardless of whether such information was provided before or after the date on this agreement or how it was provided.

The Contractor and representatives thereof, acknowledge that by making use of, acquiring or adding to information about matters and data related to this agreement, which are confidential to the DOE and its partners, must remain the exclusive property of the DOE.

Confidential information means all data and information related to the business and operation of the DOE, including but not limited to all school and student data contained in NH Title XV, Education, Chapters 186-200.

Confidential information includes but is not limited to, student and school district data, revenue and cost information, the source code for computer software and hardware products owned in part or in whole by the DOE, financial information, partner information (including the identity of DOE partners), Contractor and supplier information, (including the identity of DOE Contractors and suppliers), and any information that has been marked "Confidential" or "proprietary", or with the like designation. During the term of this contract the Contractor agrees to abide by such rules as may be adopted from time to time by the DOE to maintain the security of all confidential information. The Contractor further agrees that it will always regard and preserve as confidential information/data received during the performance of this contract. The Contractor will not use, copy, make notes, or use excerpts of any confidential information, nor will it give, disclose, provide access to, or otherwise make available any confidential information to any person not employed or contracted by the DOE or subcontracted with the Contractor.

Ownership of Intellectual Property

The DOE shall retain ownership of all source data and other intellectual property of the DOE provided to the Contractor in order to complete the services of this agreement. As well the DOE will retain copyright ownership for any and all materials, patents and intellectual property produced, including, but not limited to, brochures, resource directories, protocols, guidelines, posters, or reports. The Contractor shall not reproduce any materials for purposes other than use for the terms under the contract without prior written approval from the DOE.

Contractor Initials *J.P.*
Date *2/12/11*

**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 KLEO, INC. is a Delaware Profit Corporation registered to transact business in New Hampshire on September 15, 2020. I further certify that all fees and documents required by the Secretary of State's office have been received and it is in good standing as far as this office is concerned.

Business ID: 851263

Certificate Number: 0005334600



IN TESTIMONY WHEREOF,

I have set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 1st day of April A.D. 2021.

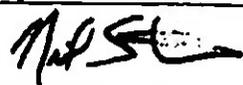
A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

**ACTION BY UNANIMOUS WRITTEN CONSENT
OF THE BOARD OF DIRECTORS
OF
KLEO INC.**

Pursuant to Section 141(f) of the Delaware General Corporation Law, the undersigned, being all of the members of the Board of Directors (the "Board") of Kleo Inc.; a Delaware corporation (the "Corporation"), waiving all notice, hereby consent to, vote in favor of and adopt the following resolutions by written consent (this "Consent")

RESOLVED that the execution of Deeds, powers of attorney, transfers, assignments, contracts, obligations, certificates, and other instruments of whatever nature entered into by the Company directly or through a transfer agent or registrar for any stock company, acting in its capacity as a corporate director or exercising any and all other powers conferred upon it by the letters Patent incorporating it or by the law pertaining to such matters, shall be signed by any one of the persons listed below:

Name	Title	Signature
James F Rosenberg	CEO	
Neil Steinhardt	President	

GENERAL RESOLUTIONS

RESOLVED, that the Authorized Officers be, and each of them hereby is, authorized and directed, in the name of and on behalf of the Corporation, to take all such action and to execute all such documents as such officers may deem necessary or appropriate for the consummation of the transaction contemplated by the resolutions adopted hereby and any actions previously taken by such Authorized Officers in furtherance of the resolutions adopted hereby are hereby ratified, approved and confirmed in all respects. This Consent may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same written consent. Any copy, facsimile or other reliable reproduction of this action (including, without limitation, transmission by .pdf or email) may be substituted or used in lieu of the original writing for any and all purposes for which the original writing could be used.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

IN WITNESS WHEREOF, the undersigned, constituting the full Board of the Corporation, have executed this Consent to be effective as of the last date set forth below, and hereby direct that this Consent be filed with the minutes of the proceedings of the Board.

DIRECTORS:

<u><i>William Gutman</i></u>	<u>04/01/2021</u>
William Gutman	Date
<u></u>	<u>04/01/2021</u>
Eric Reber	Date
<u><i>James Rosenberg</i></u>	<u>04/01/2021</u>
James Rosenberg	Date
<u><i>Neil Steinhardt</i></u>	<u>04/01/2021</u>
Neil Steinhardt	Date



KLE004C-01

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/31/2021

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 ASEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Acton, LLC dba InSource 2600 South Dixie Blvd 5th Floor Miami, FL 33186-2867	AGENT TIAA (305) 670-6111 email@insource-fla.com
INSURED Kin, Inc (The ClassWell) 6400 Hollywood Blvd Hollywood, FL 33024	INSURER TOWN CITY FIRE INSURANCE CO. 20-000 ADDRESS: ADDRESS: ADDRESS: ADDRESS: ADDRESS P1

CERTIFICATE NUMBER: 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.

TYPE OF INSURANCE	INSURANCE CLASSIFICATION	POLICY NUMBER	START DATE	END DATE	LIMITS
<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLASS-MADE <input checked="" type="checkbox"/> OCCUR LIMITS: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> OCC <input type="checkbox"/> LOC <input type="checkbox"/> OTHER			12/1/2020	12/1/2021	EACH OCCURRENCE AGGREGATE PER YEAR PER POLICY PER YEAR
<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> AUTO <input type="checkbox"/> TRUCK <input type="checkbox"/> MOTORCYCLE ONLY <input type="checkbox"/> MOTORCYCLE ONLY <input type="checkbox"/> OTHER					OWNERS SINGLE LIMIT PER POLICY PER YEAR PER POLICY PER YEAR PER POLICY PER YEAR PER POLICY PER YEAR
<input type="checkbox"/> UMBRELLA AND EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLASS-MADE <input type="checkbox"/> RETENTION					EACH OCCURRENCE AGGREGATE PER POLICY PER YEAR PER POLICY PER YEAR PER POLICY PER YEAR
<input type="checkbox"/> FIDELITY AND SURETY <input type="checkbox"/> FIDELITY AND SURETY <input type="checkbox"/> FIDELITY AND SURETY <input type="checkbox"/> FIDELITY AND SURETY					PER POLICY PER YEAR PER POLICY PER YEAR PER POLICY PER YEAR PER POLICY PER YEAR

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ADDENDUMS, ADDITIONAL INFORMATION AND/OR NOTES, PLEASE CONTACT YOUR AGENT FOR MORE INFORMATION)

CERTIFICATE HOLDER New Hampshire Department of Education 901 Pleasant Street Concord, NH 03301-3000	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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ACORD 28 (2018/03)

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