



EDUCATION STUDENT ACCOUNT FOR CHILDREN WITH DISABILITIES PROGRAM

FACILITY PROVIDER AGREEMENT

The Education Student Account for Children with Disabilities Program (“Program”) was established in 2021 by the North Carolina General Assembly to provide scholarships to certain students to pay for tuition and required fees at eligible nonpublic school and for certain qualifying education expenses. The Program is administered by the State Education Assistance Authority (“Authority”) pursuant to Article 41 of Subchapter 10 of Chapter 115C of the North Carolina General Statutes, as may be amended from time to time.

Facilities may receive Program funds for the provision of the following Provider Services: (1) tutoring and teaching services, (2) educational therapies, and/or (3) transportation that complies with certain statutory and regulatory requirements (“Facility Provider”). For the purposes of this Facility Provider Agreement (“Agreement”), Provider Services are limited to services that are the qualifying education expenses as described in this Agreement and are delivered by more than one facility employee, including facility owners or stakeholders, who hold Provider credentials required by the Authority (“Employees”).

Proper execution of this Agreement is a prerequisite to a Facility Provider’s participation in the Program. Funds for the scholarships are contingent each year upon appropriations made available to the Authority by the General Assembly.

The undersigned, Facility Provider, agrees to participate in the Program and thereby receive scholarship funds from eligible students as determined by the Authority under the following terms and conditions:

1. **Compliance with Program Requirements.** The Facility Provider agrees and warrants that its Employees will comply with all relevant statutes and rules that pertain to the administration of the Program, as well as instructions and requests concerning the Program as may be issued by the Authority, including administrative forms, administrative memoranda, interpretive guidance, or any other procedures established by the Authority. The reference to or recitation of any portion of an applicable statute or rule in this Agreement does not limit the Facility Provider’s obligation to comply with other applicable statutes and rules.
2. **Teaching and Tutoring Services.** To the extent the Facility Provider provides teaching and tutoring services as Provider Services, the Facility Provider warrants that its Employees providing such services directly to the scholarship student each individually (1) holds an active or inactive teaching license issued in North Carolina or in another State within the United States, or (2) holds a bachelor’s degree from an

institution of higher education. The Facility Provider further agrees to promptly submit Employee credentials to the Authority upon request

3. **Educational Therapy.** To the extent the Facility Provider provides educational therapy as Provider Services, the Facility Provider warrants that its Employees providing such services directly to the scholarship student each individually (1) holds a current and active North Carolina professional license in their field, or (2) if no such professional license is required, holds a professional accreditation issued by a governing body or organization that is acceptable to and approved by the Authority. The Facility Provider further agrees to promptly submit Employee credentials to the Authority upon request.
4. **Transportation Services.** To the extent the Facility Provider provides transportation services as Provider Services, the Facility Provider warrants that it (1) regularly provides student transportation to and from (i) a provider of education or related services or (ii) an education activity, and (2) holds a North Carolina business license as a transportation provider. If the Facility Provider engages a third-party entity to provide such services for the Facility Provider, the Facility Provider warrants that such third-party entity (1) regularly provides student transportation to and from (i) a provider of education or related services or (ii) an education activity, and (2) holds a North Carolina business license as a transportation provider. The Facility Provider further warrants that its Employees and any engaged third-party entities providing such services hold all licenses, permits, and certifications required under applicable state and federal law to provide such transportation services. The Facility Provider agrees to promptly submit to the Authority any requested documentation relating to the provision of transportation services upon request.
5. **Employee is Not a Member of the Student's Immediate Family.** The Facility Provider warrants that it has confirmed that none of its Employees, including the facility owners or stakeholders, that are providing services directly to the scholarship students are members of the student's immediate family and, if the student is a Home School student, are not members of the households belonging to the student's Home School. For the purposes of this Agreement, immediate family means a Parent, sibling, or grandparent of the eligible student.
6. **Return of Funds Policy.** The Facility Provider agrees and warrants that its Employees will not refund any Program funds directly to a Parent or an eligible student under any circumstances. If a refund of Program funds is due, the Facility Provider agrees to contact the Authority directly and refund any scholarship funds to the Authority, in the manner and by the deadline required by the Authority, in order for the Authority to return the scholarship funds to the Parent's Education Student Account.
7. **Facility Provider will Provide Invoices to Families.** The Facility Provider agrees to provide every Parent participating in the Program with an invoice for all qualifying expenses charged by the Facility Provider for submission to the Authority. Each invoice shall include: (1) the date(s) of service for each qualifying education expense;

(2) the type of service provided; (3) the amount charged for each service; (4) the total amount billed; (5) the name of the Employee providing the service; and (6) any additional information required by the Program or the Authority for processing scholarship funds. See [invoice guidance for families here](#). For transportation services provided as Provider Services, in accordance with Section 4 of the Agreement, the Facility Provider shall also issue a separate contract to the Parent outlining the terms and conditions of such services and shall provide the Parent with a copy suitable for submission to the Authority, as required.

8. **No Additional Fees.** The Facility Provider agrees and warrants that its Employees will not require any additional fees based on the status of the student as an eligible student under the Program.
9. **Representations and Use of the Authority's Logo.** The Facility Provider agrees and warrants that its Employees will not make any statements or take any actions that could be construed as representing, endorsing, or acting on behalf of the Authority, including the use of the Authority's trademark, trade name or logo, for any purpose, including in any publicity, website, promotion, news release or disclosure, except the Facility Provider is permitted to link to the Authority's website for informational purposes. For the avoidance of doubt, the Facility Provider shall not provide advice, guidance, or direction regarding the Program or its requirements to Parents or other parties and shall refer any such questions to the Authority.
10. **Access to Records.**
 - a. The Facility Provider agrees to provide the Authority access to all records related to the administration of the Program, including student records for the purpose of, among other things, conducting Program reviews.
 - b. The Facility Provider agrees to maintain all records related to the Program for a period of five (5) years from the close of the Facility Provider's fiscal year.
11. **Training on Program Obligations.** The Facility Provider agrees and warrants that its Employees will participate in any training pertaining to the Program that may be required from time to time by the Authority.
12. **Confirmation of Eligible Student Information and Requested Services.** The Facility Provider shall confirm that information that the Authority has regarding an eligible student for which it is providing services is consistent with the information that the Facility Provider has for the student and the Facility Provider shall notify the Authority of any conflicting information. The Facility Provider shall also notify the Authority of any misrepresentations, of which it is aware, made by a Parent that relate to the receipt of Program funds.

13. Noncompliance.

- a. If the Authority determines that the Facility Provider or any of its Employees are noncompliant with Program requirements, including the terms of this Agreement, the Facility Provider understands and agrees that it will be deemed ineligible to participate in the Program and will notify the parents or guardians of eligible students of its loss of eligibility to participate in the Program.
- b. Services rendered under this Agreement must be approved by the Authority in order to be eligible for payment, and the Authority reserves the right to withhold payment for any services determined not to qualify for Program funds. If the Authority determines that Program funds have been received in violation of Program rules or requirements and/or for an item or service other than a qualifying education expense, the Authority shall notify the Facility Provider, and the Facility Provider shall repay the amount improperly received in the manner and by the deadline set by the Authority.

14. Review of Agreement. The Facility Provider agrees and warrants that it will provide a copy of this Agreement to its Employees, who provide services to a student participating in the Program, and require them to read, review, and sign an acknowledgement of understanding of the requirements of the Agreement. Signed acknowledgments of Employees of the Facility Provider shall be submitted to the Authority upon request.

15. Termination of Agreement. This Agreement shall be effective when executed and shall terminate immediately upon written notice of the occurrence of the following: (a) any material change in the Facility Provider affecting this Agreement; (b) notice from the Facility Provider of its intent to terminate its participation in the Program; (c) notice from the Authority of its intent to terminate the Facility Provider's eligibility to participate in the Program; or (d) any action of the General Assembly which, in the opinion of the Authority, requires the termination of this Agreement.

16. Miscellaneous.

- a. The Facility Provider agrees to promptly notify the Authority of any change that impacts or could reasonably be expected to impact its or its Employees' ability to comply with this Agreement, including but not limited to any loss, suspension, or revocation of any required license, certification, or accreditation to Provider Services.
- b. This Agreement is not assignable.
- c. The undersigned represents and warrants that he or she is authorized to bind the Facility Provider to the terms and conditions of this Agreement.

Name of Facility

By: _____ SEAL Date: _____
Facility Representative's Signature

Printed Name

Title