

EDUCATION STUDENT ACCOUNTS FOR CHILDREN WITH DISABILITIES PROGRAM

INDIVIDUAL 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 schools 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.

Individual providers may receive Program funds for the provision of the following Provider Services: (1) tutoring and teaching services, (2) educational therapies, (3) transportation, and/or (4) as a one-to-one classroom aide, that comply with certain statutory and regulatory requirements (hereafter, “Provider”). For the purposes of this Individual Provider Agreement (the “Agreement”), Provider Services are limited to services that are qualifying education expenses as described in this Agreement and are delivered directly by the Provider who holds provider credentials required by the Authority. For the avoidance of doubt, Provider must personally provide the Provider Services and does not employ or contract with a third-party to provide Provider Services or operate as a facility, organization, or group practice.

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

The undersigned, 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 Provider 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 Provider’s obligation to comply with other applicable statutes and rules.
2. **Teaching and Tutoring Services.** To the extent the Provider provides teaching and tutoring services as Provider Services, the Provider warrants that the Provider (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 Provider further agrees to promptly submit its credentials to the Authority upon request.

3. **Educational Therapy.** To the extent the Provider provides educational therapy as Provider Services, the Provider warrants that it (1) holds a current and active North Carolina professional license in its 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 Provider further agrees to promptly submit its credentials to the Authority upon request.
4. **Transportation Services.** To the extent the Provider provides transportation services as Provider Services, the 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. The Provider further warrants that it holds all licenses, permits, and certifications required under applicable state and federal law to provide such transportation services. The Provider agrees to promptly submit to the Authority any requested documentation relating to the provision of transportation services upon request.
5. **Services as a One-to-One Classroom Aide.** To the extent the Provider provides services as a one-to-one classroom aide, the Provider warrants that it (1) holds at least a high school diploma or its equivalent; (2) provides an eligible student education-related services in a classroom and other educational setting, as necessary, at the request of and as described by the Part 1 or 2 nonpublic school where the eligible student is enrolled, and (3) confirms that documentation is submitted to the Authority, in a manner established by the Authority, of the approval of the principal, or equivalent, of the Part 1 or 2 nonpublic school where the eligible student is enrolled. The Provider further warrants that it shall not provide services to other students during the instructional day when providing education-related support services to the eligible student enrolled in the Part 1 or 2 nonpublic school. The Provider agrees to promptly submit its credentials and any other supporting documentation to the Authority upon request.
6. **One-to-One Classroom Aide is Not Connected to the Nonpublic School.** To the extent the Provider provides services as a one-to-one classroom aide, the Provider warrants that it is not an employee or independent contractor of the Part 1 or 2 nonpublic school in which the eligible student is enrolled.
7. **Provider is Not a Member of Student's Immediate Family.** The Provider warrants that the Provider is not a member of the student's immediate family and, if the student is a Home School student, is not a member 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.

8. **Return of Funds Policy.** The Provider agrees that it 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 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.
9. **Provider will Provide Invoices to Families.** The Provider agrees to provide every Parent participating in the Program with an invoice for all qualifying expenses charged by the Provider for submission to the Authority. Each invoice shall include: (1) the dates(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, and (5) any additional information required by the Program or the Authority for processing scholarship funds. See [invoice guidance for families here](#). For transportation services provided, in accordance with Section 4 of the Agreement, the 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.
10. **No Additional Fees.** The Provider agrees that it will not require any additional fees based on the status of the student as an eligible student under the Program.
11. **Representations and Use of the Authority's Logo.** The Provider agrees that it 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 Provider is permitted to link to the Authority's website for informational purposes. For the avoidance of doubt, the 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.
12. **Access to Records.**
 - a. The 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 Provider agrees to maintain all records related to the Program for a period of five (5) years from the close of the Provider's fiscal year.
13. **Training on Program Obligations.** The Provider agrees to participate in any training pertaining to the Program that may be required from time to time by the Authority.
14. **Confirmation of Eligible Student Information and Requested Services.** The Provider shall confirm that information that the Authority has regarding an eligible student for which he or she is providing services is consistent with the information that

the Provider has for the student and the Provider shall notify the Authority of any conflicting information. The Provider shall also notify the Authority of any misrepresentations, of which he or she is aware, made by a Parent that relate to the receipt of Program funds.

15. Noncompliance.

- a. If the Authority determines that the Provider is noncompliant with Program requirements, including the terms of this Agreement, the Provider understands and agrees that it will be deemed ineligible to participate in the Program and will notify the Parents 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 may notify the Provider, and the Provider shall repay the amount improperly received in the manner and by the deadline set by the Authority.

16. 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 Provider affecting this Agreement; (b) notice from the Provider of its intent to terminate its participation in the Program; (c) notice from the Authority of its intent to terminate the 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.

17. Miscellaneous.

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

Name of Provider

By: _____ SEAL Date: _____
Provider Signature

Printed Name

Title