



Office of the Treasurer of State

Education Scholarship Account Program

One North Capitol Avenue | Suite 900
Indianapolis, IN 46204

PARTICIPATING ENTITY AGREEMENT 2022 – 2023 School Year

INTRODUCTION

The Indiana Education Scholarship Account (“INESA”) program is administered and overseen by the Indiana Treasurer of State (“TOS”). Through the use of dedicated scholarship money, parents of eligible students or emancipated eligible students who participate in the INESA program have the opportunity to choose the educational environment and services that help them best meet their unique learning needs. Scholarship money may be used to purchase approved educational programs, therapies, services, tuition and fees, and other expenses related to the student’s education from approved participating entities.

A participating entity is an individual, organization, agency, or other entity authorized by the Indiana Treasurer of State's Office to provide services to INESA students. All participating entities must meet the requirements of the INESA program at the time of application and throughout the duration of participation in the program. Scholarship funds will be deposited directly into each student’s account which will be available to parents via a secure online portal. Parents can then make payments directly to participating entities from the student’s account; no reimbursements or debit cards will be issued.

The following agreement is for those individuals or entities wishing to be considered as a “participating entity,” as defined by IC 20-51.4-2-6, in the INESA program for the 2022-2023 school year. Before you complete the agreement, please do the following:

1. Read through the materials on the INESA website at <https://www.in.gov/tos/inesa>. These materials provide important background on the rules and requirements of the INESA program.
2. Read through IC 20-51.4 as it provides the complete list of rules and requirements for the INESA program.
3. Read and review the Participating Entity Handbook.

ASSURANCES

As a condition of becoming a participating entity in the INESA program, the individual or entity (“Entity”) makes the following assurances by the authorized representative's signature:

1. I am an authorized representative of the Entity described at the end of this agreement with the authority and capacity to act on behalf of the Entity.
2. The information provided in this agreement is true and accurate. Any misrepresentation could result in denial and/or termination from the INESA program.



Office of the Treasurer of State

Education Scholarship Account Program

One North Capitol Avenue | Suite 900
Indianapolis, IN 46204

3. Entity is one of the following: (1) An individual who or tutoring agency that provides private tutoring; (2) An individual who or entity that provides services to a student with a disability in accordance with an individualized education program developed under IC 20-35 or a service plan developed under 511 IAC 7-34 or generally accepted standards of care prescribed by the eligible student's treating physician; (3) An individual who or entity that offers a course or program to an eligible student; (4) A licensed occupational therapist; or (5) Entity that provides assessments. (IC 20-51.4-5-2)
4. Entity shall not charge an eligible student participating in the INESA program an amount greater than a similarly situated student who is receiving the same or similar services; all fees and discounts must be applied uniformly to all students. Entity may not count a grant received by an eligible student for any purpose regarding the calculation of tuition, fees, scholarships, or any other financial aid. (IC 20-51.4-5-5)
5. Entity acknowledges that retroactive reimbursement to the State of Indiana and/or to the eligible student's account may be required, and/or future payments may be adjusted as a result of a student's withdrawal from the program and/or changes in the law.
6. Entity shall only accept INESA payments for "qualified expenses" as defined by IC 20-51.4-2-9.
7. Entity shall notify the TOS if an eligible student participating in the INESA program graduates or receives a certificate of completion under the eligible student's individualized education program. (IC 20-51.4-4-1(d))
8. Entity shall provide an itemized and detailed invoice, as described in the Participating Entity Handbook, to a parent of an eligible student or an emancipated eligible student for each qualified expense charged for education or related services provided to the eligible student, and Entity shall provide a receipt to a parent of an eligible student or an emancipated eligible student for each qualified expense charged for education or related services provided to the eligible student. (IC 20-51.4-5-5)
9. Any service or item for which an INESA student is responsible to pay that does not fall under a qualified expense category may not be listed on the invoice and must be paid by a source other than the student's INESA account.
10. Entity understands that payments will be made in arrears from the eligible student's account for the duration of time that the eligible student maintains enrollment in the Entity.
11. Entity shall also accept payments for any qualified expense from a source other than the eligible student's INESA account. (IC 20-51.4-4-8)
12. Entity shall provide necessary banking information upon approval as a participating entity in the INESA program in order to accept payments from an eligible student's INESA account.
13. Entity shall provide the TOS with information about the special education services, materials, staff, curriculum, and/or other programs available from the Entity, including any other providers associated with the Entity providing said services in order for parents of eligible students or emancipated eligible students to make informed decisions on which Entity will provide the best learning environment for the eligible student.



Office of the Treasurer of State

Education Scholarship Account Program

One North Capitol Avenue | Suite 900
Indianapolis, IN 46204

14. Entity shall not receive duplicate payments from any other source for the same services paid for using INESA funds. A violation may result in civil and/or criminal penalties.
15. Entity shall not refund any part of the payment directly to the parent of the eligible student or the emancipated eligible student. Any refund provided by a participating entity shall be deposited into the eligible student's account. (IC 20-51.4-4-9)
16. Entity attests that all Entity employees and any employees contracted with Entity shall keep current and valid any and all licensure, certification, or accreditation necessary; Entity shall inform INESA of any changes, revocations, and/or lapses.
17. Entity attests that Entity shall keep current and valid any and all licensure, certification or accreditation associated with the qualified expenses provided; Entity shall inform INESA of any changes, revocations, and/or lapses.
18. Entity shall notify the TOS if at any time they are no longer capable of providing any qualified expenses advertised and shall update their marketing profile to reflect said changes. Should the Entity no longer be able to provide the qualified expenses advertised, this agreement and the obligations thereof remain in place.
19. Entity shall notify the DOE, the TOS, and/or the applicable licensing board if an employee is convicted of certain felonies. (IC 20-28-5-8)
20. Entity shall conduct an expanded criminal history check and expanded child protection index check for all employees or contracted individuals who will have "direct, ongoing contact with children." (IC 20-26-5-10)
21. Entity shall identify which qualified expenses Entity can provide at the time of application. Entity shall identify if Entity can offer said qualified expenses in any other languages. Entity shall identify if Entity can offer said qualifying expenses virtually.
22. Entity understands, acknowledges, and agrees that the TOS and any of its contractual partners may advertise, market, and/or publish general information about Entity and the services offered by Entity on any of its online platforms.
23. Entity understands, acknowledges, and agrees that parents of eligible students or emancipated eligible students shall be able to rate the parent's experience with the Entity, and other parents of eligible students will be able to see the rating. (IC 20-51.4-3-5(5))
24. Entity understands, acknowledges, and agrees that the TOS may refuse to allow Entity to continue participation in the program and revoke the Entity's status as a participating entity if the TOS determines that the Entity accepts payments made from an account under this article and: (1) has failed to provide any educational service required by state or federal law to an eligible student receiving instruction from the participating entity; or (2) has routinely failed to meet the requirements of a participating entity under the program. (IC 20-51.4-5-4(a))
25. Entity understands, acknowledges, and agrees that the TOS may permit the Entity to reapply with the TOS for authorization to be a participating entity on a date established by the TOS, which may not be earlier than one (1) year after the date on which the Entity's status as a participating entity was revoked. The TOS may establish reasonable criteria or



Office of the Treasurer of State

Education Scholarship Account Program

One North Capitol Avenue | Suite 900
Indianapolis, IN 46204

- requirements that Entity must meet before being reapproved by the TOS as a participating entity. (IC 20-51.4-5-4(c))
26. Entity understands, acknowledges, and agrees that the terms of this agreement are subject to change at the sole discretion of the TOS and/or as a result of changes in the law. In order to continue participating in the INESA program, Entity agrees to sign an updated agreement upon request should there be changes and/or alterations made.
 27. Entity understands, acknowledges, and agrees that any questions and/or disputes regarding services rendered under the INESA program are to be handled between the Entity and the parents of an eligible student or the emancipated eligible student; the TOS is not a party to said disputes nor will the TOS intervene or interfere with the contractual obligations arising from said agreements.
 28. Entity understands, acknowledges, and agrees that any questions and/or disputes between Entity and its subcontractors, independent contractors, or other third parties are to be handled between the Entity and the subcontractors, independent contractors, or other third parties; the TOS is not a party to said disputes nor will the TOS intervene or interfere with the contractual obligations arising from said agreements.
 29. Entity shall review and renew the Provider Agreement annually.
 30. In addition to this signed agreement, Entity shall also submit the following annually if applicable:
 - a. Admissions Policy for the relevant school year
 - b. Tuition and Fees Policy for the relevant school year
 - c. Discount Policy for the relevant school year
 - d. Proof of Accreditation (if not State accredited) for the relevant school year

Printed Name of Authorized Representative

Date

Signature of Authorized Representative

Title of Authorized Representative

PARTICIPATING ENTITY INFORMATION

Business Name

Business ID

Business Address (Street, City, State, and ZIP)

Website Address