



## PARTICIPATING ENTITY AGREEMENT

### INTRODUCTION

The Indiana Education Scholarship Account (INESA) is administered by the Indiana Treasurer of State (TOS), in collaboration with the Indiana Department of Education (IDOE). Parents of eligible students or emancipated students who participate in the INESA program may use scholarship money to purchase approved educational programs, therapies, services, tuition, fees, and other expenses related to the student's education from approved INESA entities.

A student will be eligible if they meet specific eligibility requirements. An eligible student must meet the requirements of the INESA program at the time of application. Scholarship funds will be deposited to a parent or emancipated student INESA fund through a secure online portal. A parent or emancipated student utilizes the online portal to reimburse payments to participating entities for services delivered.

The following agreement is for participating entities requesting to participate in the INESA program. For additional information on the INESA program review the INESA handbook and information provided on the TOS INESA [website](#).

### ASSURANCES

As a condition of the INESA program, a participating entity (Entity) makes the following assurances:

1. **Authority to Act:** 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. **Declarations; Eligibility.**
  - a. I confirm the information provided in this agreement is true and accurate. Any misrepresentation could result in denial and/or termination from the INESA program.
  - b. I agree to follow the terms and procedures of the INESA program.
  - c. I confirm that the Entity described in this application is an eligible Entity and meets the following eligibility requirements:
    - i. A qualified school.
    - ii. An individual who or tutoring agency that provides private tutoring.
    - iii. 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.
    - iv. An individual who or entity that offers a course or program to an eligible student.
    - v. A licensed occupational therapist.
    - vi. Entities that provide assessments.
    - vii. Transportation service provider.





### 3. **Proof of Unencumbered Assets.**

In Accordance with IC 20-51.4-5-2(c), if it is reasonably expected by the TOS that an Entity will receive, from payments made under INESA program, more than one hundred thousand dollars (\$100,000) during a particular school year, the Entity shall provide the INESA program evidence, indicating that the Entity has unencumbered assets sufficient to pay the TOS an amount equal to the amount expected to be paid to the Entity under the program during the particular school year. Entities who fall under this Section shall provide a notarized UNENCUMBERED ASSETS AFFIDAVIT to TOS prior to first disbursement of the school year. If your Entity has been identified to meet this requirement, TOS will notify the Entity by email on the process.

### 4. **Qualified Expenses.**

- a. Entity shall only accept INESA payments for qualified expenses: All services must be in person unless indicated by a "V," which allows the service to be in person or virtual.
  - i. Tuition and fees, which includes curricular materials, at a qualified school, public school, or other ESA participating entity.
  - ii. Individual class
  - iii. Testing and examination services
  - iv. Medical therapies
  - v. Occupational therapy – V
  - vi. Educational services
  - vii. Paraprofessional/Educational aids
  - viii. Extracurricular programs
  - ix. Training program/camp – V
  - x. Transportation service

### 5. **Charges and Receipts.**

- a. Entity may not charge an Eligible Student an amount greater than a similarly situated student who is receiving the same or similar services;
- b. In accordance with IC 20.51.4-5-7; IC 20.51.4-5-8:
  - i. A parent of an eligible student who, is also an ESA Participating Entity, and teaches a course or program only to an eligible student, **who is the parent's child and does not teach a course or program to any other eligible student; may not submit a claim for reimbursement of an ESA qualified expense of tuition and fees to teach the eligible student who is the parent's child.**
  - ii. If the Treasurer of State (TOS) revokes the ESA participating entity's status: The TOS may terminate the ESA participating entity's account and require the ESA participating entity to repay any improperly received funds to the ESA program. And the Attorney General may petition the court for jurisdiction to impose a civil penalty against the ESA participating entity in an amount that does not exceed five thousand dollars (\$5,000).





- c. Entity may not count a grant received by a Parent/EES for any purpose regarding the calculation of tuition, fees, scholarships, or any other financial aid;
- d. Entity shall provide a receipt to a Parent/EES for each qualified expense charged for education or related services provided to the eligible student;
- e. Entity understands payments will be made after services are provided from the Parent/EES INESA grant fund account;
- f. Parent/EES may make a payment for a qualified expense from a source other than INESA account.

**6. Accounts Receivable.**

- a. Entity must provide ACH banking information to TOS financial management vendor to accept payments from a Parent/EES INESA account.

**7. Refunds.**

- a. Entity that receives a payment for a qualified expense may not refund any part of the payment directly to the Parent/EES;
- b. Entity shall refund TOS;
- c. TOS shall deposit the Entity refund into the Parent/EES INESA account.

**8. Dispute Resolution.**

- a. 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 Parent/EES. TOS is not a party to said disputes nor will the TOS intervene or interfere with the contractual obligations arising from said agreements.
- b. 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.

**9. Marketing.**

- a. TOS shall annually make available on TOS website a list of participating Entities.
- b. 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.
- c. Parent/EES shall be able to rate the student's experience with the Entity.

**10. Revocation.**

- a. Entity understand and agrees that this agreement revokes for an Entity if:
  - i. Has failed to provide educational service required by state or federal law to an eligible student receiving instruction from the Entity; or
  - ii. Has routinely failed to meet the requirements of an Entity under the program.





- b. If TOS revokes an Entity's status in the INESA program, TOS shall provide notice of the revocation within thirty (30) days of the revocation to each parent/EES receiving instruction from the Entity who has paid the Entity from the INESA account.
- c. TOS may permit a former Entity to reapply with the TOS for authorization to be an Entity not earlier than 365 days after Entity was revoked.

**11. Agreement Term Limit.**

- a. Entity understands and agrees that this agreement is valid for one (1) year. Subsequential years will require a renewal process to verify Entity documentation is accurate and up to date, if applicable:
  - i. Service rate sheet, must be renewed annually to be paid
  - ii. Proof of business registration in Indiana
  - iii. Proof of accreditation(s)
  - iv. List of employees who provide services to INESA students inclusive of licensure, certification(s), NPI.
  - v. Contact person(s)
  - vi. If applicable, evidence of unencumbered assets in accordance with Section 3 of this Agreement.
- b. 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.

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