

# INDIVIDUAL - SERVICE PROVIDER AGREEMENT

## Supplemental Special Education (SSES) Program



The SSES program is intended to give parents choices to supplement their child's educational needs and is not intended to provide review and oversight of the services and goods purchased with SSES funds. Although substantial effort is made to protect the program against fraudulent or inappropriate misuse of SSES funds, the ultimate responsibility for the purchase of appropriate goods falls solely on the parent, just as all responsibility for the quality and appropriateness of all services provided falls solely on the service provider. Furthermore:

1. Only approved providers can provide services for SSES students.
2. SSES service providers shall provide direct educational benefits to the student and may not provide indirect services under the SSES program.
3. SSES recommends that service providers not provide SSES services to students on their current LEA caseloads and/or rosters. Doing so has the potential to lead to conflicts of interest. SSES services providers are responsible for not creating any conflicts of interest. SSES recommends that teachers and therapists review relevant district and school policies as well as professional standards before applying and/or providing services.
4. SSES funds may not be used to reimburse services that have already been paid for.
5. Service providers must provide families with an invoice that lists the services provided, the dates of services provided, and the total for services. All invoices and receipts for goods and services are evaluated by TEA. Vendors and service providers may be denied access if they are found to charge excessive rates.
6. SSES funds may not be used towards the paying of service fees such as the 2.5% ClassWallet service fee which, like a credit card fee, is to be paid by the service provider and not the parent or the SSES program.
7. All service provider approvals are subject to SSES program review and may be denied for any reason.
8. The Texas Education Agency (TEA) reserves the right to remove any service provider found to be in violation of these service provider agreements.

### I hereby certify that:

- » All licenses for services through Supplemental Special Education Services (SSES) are current, valid, and accurate.
- » All relevant health and safety standards for the facilities and the services provided are currently met and will continue to be met while providing services through SSES.
- » The services, facilities, staff, and programs are adequately insured, and insurance policies are up to date.
- » Upon approval as an SSES service provider, I will, at my own cost, submit to a background check from a State of Texas approved vendor before providing services through SSES and will authorize ongoing, annual background checks for as long as I remain a provider. I further agree to provide the results of any background checks conducted in connection with the SSES program to TEA upon TEA's request.

### I hereby acknowledge that:

- » I have read, understand, and agree, on my own behalf to the requirements for participation as an approved service provider in the Supplemental Special Education Services program as described in the Service Provider Agreement above.
- » I personally take full responsibility for all services provided and in no way hold SSES responsible for the events that occur at, during, or as a result of any service I provide.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name