

# INDIVIDUAL - SERVICE PROVIDER AGREEMENT

## Noneducational Community-Based Support Services (NECBS)

The Noneducational Community-Based Support Services (NECBS) Program provides online grants to parents of eligible Texas public school students who receive special education services and whose admission, review, and dismissal (ARD) committee has placed—or is at risk of placing—in a residential program approved under Texas Education Code (TEC), §29.008. NECBS funds must be used to purchase services from approved providers that support families in helping their child succeed in less restrictive home and community settings. NECBS service providers may offer services such as family support and training, independent living and daily living skills instruction, behavioral and social supports, community integration services, transition and adulthood preparation, respite care, and case management and caregiver supports for the student's family. All NECBS services must align with the intended purpose and mission of the program: to support families in helping their children succeed in less restrictive home and community settings.

### Furthermore:

- NECBS funds may only be used to purchase services from service providers approved by the NECBS Program.
- NECBS providers may not request payment for services outside the scope of their approved service offerings.
- NECBS service providers must avoid actual or perceived conflicts of interest when providing services to participating families. Service providers may not provide services to a family member, nor may they provide services in any circumstance in which their personal, financial, or familial relationship could impair their objectivity or create the appearance of a conflict of interest.
- NECBS funds may not be used to reimburse services that have already been paid for.
- NECBS funds may not be used to pay for services that are covered by insurance, Medicaid, or any other local, state, or federal program.
- Service providers must provide families with an itemized invoice that includes a description of the services provided, the date(s) services were provided, and the total amount charged. All invoices submitted for payment with NECBS funds are subject to review by NECBS Administration.
- NECBS funds may not be used to pay 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 NECBS program.
- Approval as an NECBS service provider is subject to review by NECBS Administration. Applications may be denied if the proposed services are not consistent with the purpose and goals of the NECBS Program, if an actual or perceived conflict of interest exists, if the applicant fails to meet program requirements, or for other program-related reasons as determined by NECBS Administration.
- The NECBS Administration reserves the right to remove any approved service provider found to be in violation of these service provider agreements.

### I hereby certify and ensure that:

- All licenses, certifications, registrations, and other credentials required to provide services through the NECBS Program are current, valid, and in good standing and will be maintained throughout the provider's participation in the Program.
- All applicable health, safety, and regulatory requirements related to the facilities, programs, and services provided through the NECBS Program are currently met and will continue to be met throughout the provider's participation in the Program.
- The services, facilities, staff, and programs associated with the provider's NECBS activities are adequately insured, and all required insurance policies are current and will remain in effect while providing services through the NECBS Program.



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- Upon approval as an NECBS service provider, I agree, at my own expense, to obtain and maintain all required criminal history and fingerprinting clearances, including compliance with Texas Education Code (TEC), §22.0834, before providing services through the NECBS Program. I further agree to conduct annual background checks, provide documentation upon request, and certify that I am not identified as ineligible to work with students through the Texas Do Not Hire Registry or any other applicable state screening process.
- I will only receive payment through the NECBS Program for services that have been reviewed and approved by NECBS Administration as part of my provider application. I understand that I must obtain approval from NECBS Administration before billing for any additional service types.
- I understand that it is my responsibility to obtain clarification from NECBS Administration before providing or billing for any service whose approval status is unclear. If I provide a service that cannot be approved, I may be responsible for any resulting financial loss or liability.
- I have disclosed any actual or potential conflicts of interest and understand that I may not provide services when an actual or perceived conflict of interest exists.

**I hereby acknowledge that:**

- I have read, understand, and agree to comply with the requirements for participation as an approved service provider in the NECBS Program as described in this Service Provider Agreement.
- I am solely responsible for the services I provide through the NECBS Program. I understand that NECBS Administration is not responsible for, and shall not be held liable for, any act, omission, injury, loss, damage, or other occurrence arising from or related to the services I provide.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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

