

The Utah Fits all Scholarship Program (“UFA”) program is administered and overseen by the Utah Fits all Scholarship Program Manager (“UFASPM”). Through the use of dedicated scholarship money, parents of eligible students who participate in the UFA have the opportunity to choose the educational environment and services that help best meet their student’s 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 Qualifying Providers. (Section 53F-6-401-415)

A Qualifying Provider (“QP”) is an individual, organization, agency, or other qualified provider authorized by the Utah Fits all Scholarship Program Manager to provide services or materials to all UFA students. All qualifying providers must meet the requirements of UFA 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 portal. Parents can then make payments directly to participating providers from the student’s account.;

The following agreement is for those individuals, schools, organizations, agencies or other qualified providers wishing to be considered a “Qualifying Provider” as defined in (Section 53F-6-406; Section 53F-6-408; Section 53F-6-409) in the UFA program for the 2024-2025 school year. Before you complete the agreements, please do the following:

1. Read through the materials on the UFA website at <https://ufascholarship.com/>, these materials provide important background on the rules and requirements of the UFA program.
2. Read through https://le.utah.gov/xcode/Title53F/Chapter6/C53F-6-P4_2023050320230503.pdf as it provides a list of rules and requirements for the UFA program.
3. Read and review the Qualifying Provider Handbook

Assurances

As a condition of becoming a QP in the UFA program, the eligible school or eligible service provider makes the following assurances by the authorized representative’s signature:

1. I am an authorized representative of the QP described at the end of this agreement with the authority and capacity to act on behalf of the QP.
2. The information provided in this agreement is true and accurate. Any misrepresentation could result in denial and/or termination from the UFA program.
3. A QP is a qualifying provider that provides services or goods as described in Section 53F-6-402; (1) fees and instructional materials at a technical college; (2) tutoring services; (3) fees for after-school or summer education programs; (4) textbooks, curricula, or other instructional materials, including any supplemental materials or associated online instruction that a curriculum or qualifying provider recommends; (5) educational software and applications; (6) supplies or other equipment related to a scholarship student’s educational needs; (7) computer hardware or other technological devices that are intended primarily for a scholarship student’s educational needs; (8) fees for the following examinations, or for a preparation course for the following examinations that the program manager approves: (a) a national norm-referenced or standardized assessment described in Section 53F-6-410, and advanced placement examination or another similar assessment; (b) a state-recognized industry certification examination; and (c) an examination related to college or university admission; (9) educational services for students

with disabilities from a licensed or accredited practitioner or provider, including occupational, behavioral, physical, audiology, or speech-language therapies; (10) contracted services that the program manager approves and that an LEA provides, including individual classes, after-school tutoring services, transportation, or fees or costs associated with participation in extracurricular activities; (11) ride fees or fares for a fee-for-services transportation provider to transport the scholarship student to and from a qualifying provider, not to exceed \$750 in a given school year; (12) expenses related to extracurricular activities, field trips, educational supplements, and other educational experiences; or (13) any other expense for a good or service that; (a) a parent or scholarship student incurs in the education of the scholarship student; and (b) the program manager approves, in accordance with Subsection (4)(d). A QP shall not charge an eligible student participating in the UFA 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.

4. QP acknowledges that retroactive reimbursement to the program manager 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 law.
5. QP shall only accept payments from UFA scholarship accounts for "scholarship expenses" as defined in UC 53F-6-401(10)"
6. QP shall notify the program manager if a scholarship student participating in the UFA program graduates.
7. QP shall provide an itemized and detailed invoice, as described in the Qualifying Provider's Handbook, to a parent of a scholarship student for each scholarship expense charged for education or related services or materials provided to the scholarship student and the QP shall provide a receipt to a parent of a scholarship student for each scholarship expense charged for education or related services or materials provided to the scholarship student. (legislation)
8. Any service or item for which a UFA student is responsible to pay that does not fall under a scholarship expense category may not be listed on the invoice and must be paid by a source other than the student's UFA account.
9. QP shall also accept payments for any scholarship expense from a source other than the scholarship student's UFA account. (legislation)
10. QP shall provide the necessary banking information upon approval as part participation in the UFA scholarship program in order to accept payments from a scholarship student's UFA account.
11. QP shall provide the program manager a list of the educational services that will be provided to scholarship students, including the cost of provided services, as well as a description of each program or service the provided proposes to offer directly to a scholarship student. in order for the parent of the scholarship student to make informed decisions on which QP will provide the best learning environment for the scholarship student.
12. QP shall not receive duplicate payments from any other sources for the same services paid for using UFA funds. A violation may result in civil and/or criminal penalties.
13. QP shall not refund any part of the payment directly to the parent of the scholarship student. Any refund provided a QP shall be refunded to the eligible student's UFA account. (Section 53F-6-409)

14. QP attests that all QP employees and any employees contracted by the QP shall keep current and valid any and all licensure, certification, or accreditation as necessary; QP shall inform UFA of any changes, revocations, and/or lapses.
15. QP attests that the QP shall keep current and valid any and all licensure, certification or accreditation associated with the qualified expense provided; QP shall inform the UFA program manager of any changes, revocations, and/or lapses.
16. QP shall notify the UFA program manager if at any time they are no longer capable of providing any qualified services advertised and shall update their marketing profile to reflect said changes. Should the QP no longer be able to provide the qualified services advertised, this agreement and the obligations thereof remain in place.
17. QP shall notify the UFA program manager and/or the applicable licensing board if any employee is convicted of certain felonies.
18. QP's with 150 or more enrolled students will require the following individuals to submit to a nationwide, fingerprint-based criminal background check and ongoing monitoring, in accordance with Section 53G-11-402, as a condition for employment or appointment as authorized by the Adam Walsh Child Protection and Safety act of 2006, Pub. L. No. 109-248. (Section 53F-6-408 (1)(d); (a) and employee who does not hold; (1) a current Utah educator license issued by the state board under Title 53E, Chapter 6, Education professional licensure; or (2) if the private school is not physically located in Utah, a current educator license in the state where the private school is physical located; and (3) a contract employee. (Section 53F-6-408)
19. QP shall identify which qualified services the QP can provide at the time of application. QP shall identify if the QP can offer services in any different languages. QP shall identify if the QP can offer said services virtually.
20. QP understands, acknowledges, and agrees that the UFA program manager and any of its contractual partners may advertise, market, and/or publish general information about the QP and the services offered by the QP on any of its online platforms.
21. QP understands, acknowledges, and agrees that parents of scholarship students shall be able to rate the parent's experience with the QP and other parents of eligible students will be able to see the rating. (legislation)
22. QP understands, acknowledges, and agrees that the UFA program manager may refuse to allow the QP to continue participation in the program and revoke the QP status as a qualifying provider if the UFA program manager determines that the QP accepts payments made from an account under this article and: (1) intentionally or substantially misrepresented information on overpayment (2) fails to refund an overpayment in a timely manner or (3) routinely fails to provide scholarship students with promised educational services
23. QP understands, acknowledges and agrees that the UFA Program Manager shall notify a scholarship student if the program manager stops disbursements of the scholarship student's scholarship funds to a qualifying provider for any reason under #23 of this document.
24. QP understands, acknowledges, and agrees that any questions and/or disputes regarding services rendered under the UFA program are to be handled between the entity and the parents of an eligible student; the UFA program manager is not a party to said disputes nor will the UFA program manager intervene or interfere with contractual obligations arising from said agreements.

25. QP understands, acknowledges and agrees that any questions and/or disputes between the QP and its subcontractors, independent contractors, or other third parties are to be handled by between the QP and the subcontractors, independent contractors, or other third parties; the UFA program manager is not a party to said disputes nor will the UFA program manager intervene or interfere with the contractual obligations arising from said agreements.
26. ACH payments from a student account to a Qualifying Provider will be assessed a 2.5% ClassWallet processing fee. The Processing fee applies to the entire payment amount including any fees that may be assessed to the parent.