



CALDWELL SCHOOL DISTRICT #132

1502 Fillmore St.
CALDWELL, IDAHO 83605
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District – To Agency Contract For Special Education Students

Whereas, pursuant to the Individuals with Disabilities Education Act (IDEA), local school districts are responsible for providing a Free Appropriate Public Education (FAPE) to children who are eligible for special education and related services, and Whereas, Idaho Code 33-2004 sets forth provisions whereby school districts may provide FAPE to special education students through a contract with an agency approved by the State Department of Education.

Therefore, **Vanessa Fuentes of Buitron Behavioral Health, LLC**, located in Meridian, ID, hereinafter referred to as the Agency, and Caldwell School District No. 132, hereinafter referred to as the District, agree to the following for the 2024-25 school year.

1. The Agency agrees to provide special education services in accordance with the following state and federal laws and regulations: Idaho Code; Idaho State Board of Education Regulations pertaining to special education; the Individuals with Disabilities Education act; Part 34 of the Code of Federal Regulations, Sections 300.300-300.349 and 300.400-300.576; Section 504 of the Rehabilitation Act, Part 104 of the Code of Federal Regulations, and the Family Educational Rights and Privacy Act. These regulations include, but are not limited to, provisions relating to:

- a. FAPE
- b. Least Restrictive Environment (LRE)
- c. Personnel that meet appropriate standards
- d. Individualized education program (IEP)
- e. Parent participation
- f. Procedural safeguards
- g. Protection in evaluation procedures
- h. Confidentiality of information
- i. Nondiscrimination on the basis of handicap

2. The Agency agrees to provide education and/or training programs for special education students: Services/programs listed in IEP in order to meet student's goals and objectives.
3. The Agency further agrees to provide the District the following:
 - a. The daily attendance of each student at times requested by the District but not less frequently than quarterly.
 - b. Other ongoing progress reports that the Agency uses to monitor each student's progress toward IEP goals and objectives;
 - c. Medicaid Services Details Reports for each student requested by the District but not less frequently than bi-weekly;
 - d. Verification that the Agency personnel responsible for providing special education and related services meet the highest entry level state standards for the appropriate occupation category.
4. If the child no longer receiving services of the Agency for any reason, the Agency shall so inform the District, and the obligation of the District to pay for the child's education/training program shall be affected as follows:
5. The Agency and the District agree to comply and abide by all pertinent statutes of the State of Idaho, and such rules and regulations as the State Board of Education may legally prescribe, which are, by reference incorporated in and made a part of this Contract as though set forth herein.
6. The District assures that they have placed students in the Agency's program only after having conducted an Individualized Education Program (IEP) team meeting (with the participation of the Agency) to develop an IEP. The Agency, at the District's discretion, may convene subsequent IEP team meetings to revise the student's IEP, but a District representative must participate in all subsequent meetings.
7. According to the students' needs and to the services outlined in his/her IEP, Individual Behavior Intervention will be provided by the Agency. The District agrees to pay the Agency the amounts computed as follows:

Individual Behavior Intervention

| Buitron 24-25 | Unit (15 minute interval) |
|----------------------------|----------------------------------|
| Paraprofessional | \$6.50 |
| Intervention Technician | \$10.00 |
| Intervention Specialist | \$11.00 |
| Intervention Professional | \$15.03 |
| EBM Paraprofessional (RBT) | \$10.10 |

Additional agency contractors have an obligation to work 7.5 hours per day per student contact day for the duration of the 24-25 Caldwell School District student contact day for the duration of the 24-25 school year. ***Additional hours outside of this obligation must be pre-approved by the Director of Special Services.***

8. The District shall pay the Agency upon submission of an invoice on the following schedule of dates: First of each month following days/month student has attended program. *Note: The District shall withhold payment of invoices until all Medicaid Service Logs meet the submission requirements for Medicaid for services provided by the Agency. If corrections to the Medicaid Service Logs are needed, the corrections must be done and approved by the District prior to payment of invoices being sent to the Agency.*

9. Other specific contractual arrangements include:

- Agency may provide transportation for students to and from school as approved.
- Agency will submit a copy of his/her credentials and any subsequent contractors for this position within thirty (30) days of this agreement.
- Agency shall carry his/her own liability insurance and submit within thirty (30) days of this agreement. The District agrees that the Agency does not need to carry Workers Compensation Insurance on the grounds and for the reasons that the Agency has represented and warranted that the Agency is a sole proprietor, and does not have any employees. Further, the Agency has elected not to carry Workers Compensation Insurance as is allowed by Idaho law. However, in the event the Agency hires one or more employees, the Agency agrees to promptly obtain Workers Compensation Insurance and agrees to provide the District a copy of the Workers Compensation policy within Ten (10) days of hiring any employees.
- Agency acknowledges and recognizes that the Agency will be working with adults and/or students who may have communicable diseases, including but not limited to chicken pox, mumps, measles, influenza, whooping cough, Covid-19 and other illnesses. The Agency recognizes that the students and/or their parents have the right to withhold their student from school if the student is sick. However, in some cases, the adult and/or student may not know they are ill and/or may not recognize the symptoms. The Agency acknowledges and recognizes that working with adults and/or children who may or may not be sick, is one of the risks and hazards of working in the school environment. The Agency also acknowledges and recognizes that it is the Agency's responsibility to take appropriate steps to try and avoid being infected or becoming sick, such as obtaining appropriate vaccinations, providing his/her own PPE (Personal Protection Equipment) and/or taking other, appropriate and reasonable preventative measures.
 - The District shall not be liable for any sickness, illness or damages caused by the exposure of the Agency to any students, employee, volunteers or other

independent contractor, who has, had or may have Covid-19 or other sickness, illness or damages caused by the alleged negligence of the District to properly clean, control, monitor and/or comply with any governmental recommendations, suggestions, orders, or Proclamations with respect to Covid-19 or other communicable disease.

- In the event of the commencement of suit to enforce any of the terms and conditions of this agreement, the prevailing party in such litigation shall be entitled to recover such sum as a court of competent jurisdiction may fix as reasonable attorney's fees.

10. This Agreement may be terminated by the mutual, written consent of all parties. Upon termination, the Agency shall stop services. The Agency shall be reimbursed for costs incurred to date of termination upon submission of an invoice within 60 days of the date of termination. The School District may terminate the services of any agents, representative and employees of the Agency without terminating the entire Agreement. The Agency agrees to replace any such individual that is unsatisfactory to the School District.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in their names by their proper officials pursuant to approval of their respective boards.

District:

Agency:

Signature: Julie A. Mead, EdS
Title: Chief Officer of Student Services

Signature: Vanessa Fuentes
Title: Owner/Intervention Specialist (BI)

Date: _____

Date: _____