

BITRON BEHAVIORAL HEALTH (BBH)

SCHOOL-BASED BEHAVIORAL SUPPORT SERVICES AGREEMENT

This School-Based Behavioral Support Services Agreement (“Agreement”) is entered into by and between Vanessa Fuentes/ Buitron Behavioral Health, LLC (“BBH”) PO BOX 40 Star, ID 83669 and Caldwell School District (“District”) for the purpose of providing behavioral support services within the District for the school year 2026-2027.

This Agreement establishes the overall terms, expectations, responsibilities, and operational procedures governing services provided by BBH personnel within District programs, campuses, classrooms, community settings, and educational environments.

SECTION 1

Scope of Services

BBH shall provide school-based behavioral support services to eligible students as approved by the District. Services may include behavioral intervention support, classroom support, social-emotional support, implementation of behavioral programming, educational behavioral modeling, reinforcement systems, behavioral skill acquisition support, crisis support, de-escalation support, transportation support when approved.

BBH services are intended to support District programming and are not intended to replace District administrative oversight, special education case management responsibilities, or district-directed educational programming.

SECTION 2

Staffing and Personnel

BBH shall utilize appropriately trained personnel to provide services under this Agreement. Personnel classifications may include:

- (EBM) Paraprofessionals
- Behavioral Interventionists (BI)
- Intervention Professionals/Leads

All staffing assignments remain subject to personnel availability, onboarding completion, district approval requirements, scheduling needs, and operational considerations.

SECTION 3

District Responsibilities

The District agrees to:

- Provide BBH personnel access to necessary campus areas and educational environments.
- Provide orientation regarding campus procedures, emergency procedures, student expectations, and district policies.
- Notify BBH of any student safety concerns, medical concerns, behavioral concerns, or environmental concerns relevant to service delivery.
- Maintain responsibility for educational programming, discipline procedures, IEP compliance, academic programming, and administrative decision-making.
- Designate a District point of contact or administrator for communication purposes.
- Notify BBH of schedule changes, closures, modified schedules, behavioral incidents, or campus concerns impacting service delivery.

The District acknowledges that BBH personnel operate in collaboration with District staff and administration.

SECTION 4

BBH Responsibilities

BBH agrees to:

- Provide trained personnel appropriate for assigned support roles.
- Maintain internal supervision and staff support procedures.
- Maintain operational procedures consistent with agency standards.
- Coordinate onboarding and personnel readiness prior to assignment.
- Maintain documentation, scheduling systems, and communication processes necessary for operational support.
- Respond to operational concerns within a reasonable timeframe.

BBH will provide the necessary staff support, and supervision required to maintain agency standards and applicable state compliance requirements at no additional cost to the District.

SECTION 5

Confidentiality and Student Information

Both parties acknowledge that confidential student information may be accessed during the course of service delivery. BBH and District agree to comply with all applicable confidentiality requirements including FERPA and other applicable federal, state, and local privacy requirements. BBH personnel shall maintain confidentiality regarding students, educational programming, records, family information, behavioral information, and protected information. The district agrees to provide only the information reasonably necessary for BBH personnel to safely and appropriately support students.

SECTION 6

Safety and Workplace Expectations

The District agrees to maintain a reasonably safe educational and working environment. District shall provide emergency procedures, safety procedures, evacuation procedures, and campus expectations relevant to assigned personnel. BBH personnel shall follow District safety procedures while on District property. District agrees to notify BBH of any significant safety concerns, aggressive behavior concerns, elopement concerns, medical risks, environmental hazards, or campus emergencies.

SECTION 7

Documentation and Communication

BBH personnel may complete service logs, communication logs, behavioral documentation, or other operational documentation necessary for service delivery and agency operations. The district agrees to communicate operational concerns, campus concerns, safety concerns, or service concerns directly to BBH or designated administrative contacts. BBH encourages collaborative communication between District staff and BBH to support student success and service consistency.

Service Structures and Staffing Support

BBH staffing structures may include (EBM) Paraprofessionals, Behavioral Interventionists (BI), Intervention Professionals, and Lead Intervention Specialists depending upon the level of behavioral, educational, and operational support required within the District. EBM Paraprofessionals may assist with school-based behavioral and academic support services under district programming, classroom expectations, student support plans, and educational environments. These support structures are compensated at \$13/unit. Behavioral Interventionists may assist with classroom behavioral support, reinforcement systems, implementation of behavioral strategies, behavior reduction support, and skill acquisition programming within the school environment. These support structures are compensated at \$14/unit. Intervention Professionals/Leads may provide higher-level behavioral support, staff guidance, program coordination, leadership assistance, behavioral implementation oversight, and additional support for complex student needs. These support structures are compensated at \$16/unit. BBH will maintain internal supervision, administrative oversight, and staff support necessary to meet agency standards and applicable state requirements at no additional cost to the District. Rates and staffing structures may be adjusted upon mutual written agreement between BBH and the District based upon program needs, assignment structure, staffing availability, or operational requirements. Additional specialized services, transportation support, extended assignments, consultation services, or program-specific needs may require separate written approval between both parties prior to implementation. All staffing assignments remain subject to personnel availability, onboarding completion, district approval requirements, and compliance with applicable school policies and procedures.

SECTION 8

Non-Solicitation of Personnel

The District acknowledges that BBH personnel represent a substantial investment of recruitment,

onboarding, training, supervision, and operational resources. During the term of this Agreement and for a period of twelve (12) months following termination of this Agreement, the District agrees not to directly hire, independently contract, or solicit BBH personnel without prior written agreement from BBH. Should the District hire or independently contract with BBH personnel during this restricted period, BBH reserves the right to assess a placement and transition fee. Nothing in this Agreement is intended to unlawfully restrict employment opportunities or violate applicable employment laws.

SECTION 9

Insurance

BBH shall maintain commercially reasonable insurance coverage appropriate for its operations, which may include:

- General Liability Insurance
- Workers Compensation Insurance
- Professional Liability Insurance
- Automobile Insurance where applicable

Proof of insurance may be provided upon request.

SECTION 10

Term and Renewal

This Agreement shall begin on _____ and remain in effect through _____ unless terminated earlier in accordance with this Agreement.

This Agreement may be renewed upon mutual written agreement between both parties.

SECTION 15

Termination

Either party may terminate this Agreement with thirty (30) days written notice.

Immediate termination may occur in circumstances involving:

- Student safety concerns
- Serious misconduct
- Significant policy violations
- Failure to maintain operational compliance
- Non-payment
- Unsafe working conditions

SECTION 11**Entire Agreement**

This Agreement represents the full understanding between the parties and supersedes prior discussions or agreements regarding the subject matter herein.

Signatures

Agency	District
Agency: Buitron Behavioral Health (BBH) Title: Owner/ (BBH) Vanessa Fuentes Date <u>05/08/2026</u> Signature 	District: Caldwell School District Title: Chief Officer of Student Services/ Julie Mead Date: _____ Signature _____