



Independent Contractor Agreement/Service Agreement

This Agreement (“Agreement”) is entered into as of the 26th of February, 2026 by and Autism Behavior Services, Inc., hereinafter referred to as “the VENDOR” and **California Online Public Schools** hereinafter referred to as “the BOARD”.

The Board and the Vendor agree to the terms and conditions set forth below and in accompanying Exhibits, attached incorporated herein.

The Vendor and the Board Agree:

1. Scope of Services:
 - a. The Vendor will provide the Board with FBA IEE services rendered by qualified, Board Certified Behavior Analyst.
 - b. The Vendor will provide behavioral assessment services, which may include observations, direct and indirect assessment (s), a written report, copies of protocols if applicable, related travel time if applicable, and one IEP team meeting, no more than 2 hours in duration.

2. Term and Termination:
 - a. The term of this Agreement shall commence on 2/26/26, unless terminated earlier in accordance with the terms and conditions set-forth.
 - b. Termination without Cause: Either party has the right to terminate the Agreement without cause by giving 30 days written notice.
 - c. Termination with Cause: Either party reserves the right to terminate this Agreement immediately if the other party fails to comply with any terms or conditions of this Agreement and such failure continues for 15 days following receipt of written notice.

3. Compensation:
 - a. To provide FBA IEE services to Board until 16th day of June, 2026 excluding those days as determined by the district as holidays or closings.
 - b. The rate established by mutual agreement, shall be per fully qualified, and Certified BCBA at a flat rate of \$6,687.65. Additional IEP meeting attendance will be billed at \$334.38 per hour.
 - c. The Board will provide payment to the Vendor within 30 business days of receipt of a submitted invoice. The invoice will contain description, location, time and date of services.
 - d. The 30-to-45-day period refers to business days, not calendar days. Please account for all holidays and breaks during fall, winter, spring, and summer, as these may extend the review time for invoices scheduled within the 30-to-45-day window. Any invoices submitted after work hours or during holidays and breaks will be considered received on the next business day.



- f. To avoid delays, invoices should be submitted within 30 days following the end of the previous attendance month. If there are any errors, the review process will be paused until a corrected invoice is received, and processing will be based on the date of the revised submission. Late submissions or invoice errors will result in a longer payment timeline.
- g. VENDOR shall utilize the approved electronic IEP system of the LEA for all IEP planning and progress reporting at the LEA's discretion. Progress Reports are to be completed in special education data system twice annually near the end of each semester by the due dates determined and communicated by LEA. It is understood that planning and preparation for an IEP meeting is not considered a billable, "Progress Report". Preparation for an IEP meeting is part of VENDOR's professional responsibility and is not a billable service under this agreement. Planning and preparation for IEP meetings should be done upon request and/or pursuant to LEA policy and procedures. Preparation for IEP meetings should, at a minimum, include updating IEP goals and students' present levels of performance, and reviewing current services to ensure appropriateness.
- h. VENDOR shall provide to LEA assessments and written assessment reports by service providers upon request and/or pursuant to LEA policy and procedures. It is understood that the LEA or SELPA may provide training for any VENDOR to ensure access to the approved system. The VENDOR shall maintain confidentiality of all IEP data on the approved system and shall protect the password requirements of the system.



California Online Public Schools

4. Independent Contractor:

- a. Both parties agree that the terms of the Agreement do not constitute a formation of a partnership, joint venture, employer-employee, or other relationship and no form of agency exists between the parties.
- b. Board agrees to submit W-9 form with Vendor submitting a completed W-9 form and Request for Taxpayer Identification Number and Certification with social security number/ federal identification number.
- c. The Vendor shall provide California Online Public Schools with a copy of the provider's license/credential, as applicable, along with the verified dates of California DOJ and FBI background checks, fingerprint clearance, and Tuberculosis Test clearance for all employees, approved subcontractors, and/or volunteers prior to such individuals starting to work with any student.
- d. The Vendor is responsible for monitoring and ensuring the continued validity of all submitted documents. Renewed or updated documentation should be submitted promptly, either before or at the time of expiration.

Initial DRP
Initial DRP

5. Insurance/License:

- a. The Vendor agrees to maintain professional liability and malpractice insurance with the following minimum limits of liability: \$1,000,000. Per occurrence and \$5,000,000 in the aggregate and provide the Board with proof of insurance upon request.
- b. The Vendor is appropriately certified in the performances of the Services provided herein and agrees to provide proof upon request.

6. Direct Hire-Non-Solicitation:

- a. The school will not recruit, solicit, or hire our team members at any point and during the course of our professional engagement.

7. General:

- a. This agreement shall be governed by the State of California, and governing regulatory rules, all which are incorporated herein.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed, and do each represent that their respective signatory, whose signature appears below, is fully authorized to execute this Agreement.

By: California Online Public Schools
 Name: Mackenzie Duran
 Title: Director of Student Services
 Date: 03/13/2026

Signed by:
 Signature Mackenzie Duran
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VENDOR
 By: Autism Behavior Services, Inc.
 Name: Rosa Patter
 Title: Executive Director
 Date: 03/20/2026

Signed by:
 Signature Dr. Rosa Patterson
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IEE- FBA Price Sheet
2025/2026 School Year

Our fees are as follows:

\$6,687.65 for Dr. Rosa Patterson to conduct assessment

\$4,353.27 for BCBA level to conduct assessment

The assessment includes observations, interviews, formal and informal testing, i.e. questionnaires, rating scales, development of goals and intervention plan, a write up of the report, and (1) IEP meeting attendance, (for a maximum of 2 hours.)

The fee includes a total of 20 hours. Anything above the 20 hours would be billed in addition to the \$6,687.65/\$4,353.27 rate, but we would advise you if this were necessary. The hourly rates for anything beyond 20 hours are \$334.38 and \$217.66 per hour respectively.

The assessment will start as soon as we have all the necessary documentation, i.e. previous reports, IEPs, contact information for school representatives, and an agreement for this particular student.

If you have any questions, please let me know.

Thank you so much,

Natalie Taguchi-Solorio
Clinical Director
(949) 350-6187