

CONTRACT FOR SERVICES

THIS CONTRACT made and entered into this day of August 2021 by and between Focus Care Inc. dba FEV Tutor
 , hereinafter called the "PROVIDER" and the **Mountain View Whisman School District**, hereinafter called
the "DISTRICT".

The parties do hereby contract and agree as follows:

1. In consideration of payment not to exceed the sum of \$ \$718,000.00 to be paid to Provider by
District, Provider shall provide the following: Instructional Software licenses: Live 1:1 Online Tutoring
2. Location: Virtual/Online (for district selected campuses/students)
3. The term of this contract shall begin August 2021 and be complete by July 2022.
4. This contract includes the terms and conditions attached as numbers 1 thru 18. The Provider, by executing this
contract agrees to accept and comply with such terms and conditions.
5. All applicable laws and regulations of the Public Contract Code, Civil Code and Labor Code govern this Contract.

PROVIDER:

ACCEPTED BY:  Date: 8/5/2021 Title: Sr. Vice President

Proper Name of Provider: Focus Care Inc. dba FEV Tutor

Address: 500 W. Cummings Park #2700, Woburn, MA 01801

Phone: (978) 808-1423 Fax: (781-935-2775)

DISTRICT:

ACCEPTED BY: _____ Date: _____

Attn: Chief Business Officer
Mountain View Whisman School District
Purchasing Department
1400 Montecito Ave,
Mountain View, CA 94043

TERMS AND CONDITIONS

1. **LABOR AND MATERIALS:** The Provider shall furnish all labor, materials and services necessary for the completion of work described in this Contract.
2. **SUB-CONTRACTORS:** Sub-contractors, if any, engaged by the Provider for the service shall be subject to the approval of the District. Provider shall be held responsible for all operations of subcontractors and shall require them to maintain adequate worker's compensation and public liability insurance, and comply with Labor Code, Division 2, Part 7, and all other applicable laws pertaining to prevailing wages.
3. **SAFETY AND SECURITY:** It shall be the responsibility of the Provider to ascertain from, and comply with, the District's rules and regulations pertaining to safety, security, and driving on school grounds, particularly when students are present.
4. **DEFAULT BY PROVIDER:** Failure to comply with any of the terms and/or conditions of the Contract shall constitute default by the Provider..
5. **CONTRACT CHANGES:** No changes or alterations to this Contract shall be made without specific written prior approval by the District.
6. **WORKERS:**
 - a. Provider shall at all times enforce strict discipline and good order among employees and shall not employ on work any unfit person or anyone not skilled in work assigned.
 - b. Any person in the employ of the Provider as an employee or sub-contractor whom the District may deem incompetent or unfit shall be dismissed from work and shall not again be employed on it except with written consent of the District.
7. **ASSIGNMENT OF CONTRACT AND/OR PURCHASE ORDER:** The Provider shall not assign or transfer by operations of law or otherwise any or all of its rights, burdens, duties, or obligations without the prior written consent of the District.
8. **FORCE MAJEURE CLAUSE:** The parties to this Contract shall be excused from performance there under during the time and to the extent that they are prevented from obtaining, delivering or performing by act of God, fire, strike, loss or shortage of transportation facilities, lockout, commandeering of materials, products, plants or facilities by the government, when satisfactorily established that the non-performance is not due to the fault or neglect of the party performing.
9. **HOLD HARMLESS CLAUSE:** The Provider shall hold harmless and indemnify the District, its officers and employees from:
 - a. Any injury to person or property sustained by any person, firm or corporation, employed directly or indirectly by Provider upon or in connection with performance under this Contract or Purchase Order, however caused;
 - b. Any injury to person or property sustained by any person, firm or corporation, arising by any means whatsoever from the act, default, or omission of any sub-contractor, person, firm or corporation, directly or indirectly employed by the Provider in connection with performance under the contract and/or Purchase Order.
10. **INSURANCE:** The supplier shall maintain at all times adequate insurance to protect the District from claims under Worker's Compensation Acts, and from claims for damages for personal injury, including death, and damage to property, which may arise from operations under the Contract. The Provider is required to file with the District certificates of insurance naming the Mountain View Whisman School District, its Board, officers, employees, and agents as additional insured parties to the coverage, prior to the start of work for:
 - a. Worker's Compensation and Employer's Liability Insurance.
 - b. Broad form Comprehensive General Liability Insurance, occurrence coverage, with a combined single limit of liability not less than \$1,000,000.
11. **PAYMENTS:** The District shall pay for services performed or materials delivered under this Contract upon completion of said work and upon presentation of invoice by the Provider. District representative will provide written approval and acceptance, and payment shall be made within a reasonable and proper time, normally within thirty (30) days.
12. **RELEASE AGAINST LIENS OR CLAIMS:** Provider shall promptly pay all claims of persons or firms furnishing labor, equipment, or materials used in performing the work hereunder. The District may require Provider to submit satisfactory evidence of payment and releases of all such claims. If there is any evidence of any unpaid claim, the District may withhold any payment until provider has furnished such evidence of payment and release, and shall indemnify and defend the District against any liability or loss arising from any such claim.
13. **PERMITS AND LICENSES:** The Provider and all employees or agents shall secure and maintain in force such certificates, licenses and permits as are required for the work and by law, in connection with the furnishing of materials, supplies or services herein listed.
14. **ANTI-DISCRIMINATION:** It is the Policy of the Mountain View Whisman School District Board of Education that, in connection with all work performed under Purchasing Contracts, there be no discrimination against any employee engaged in the work because of race, color, ancestry, sex, national origin, or religious creed, and therefore the Provider agrees to comply with applicable Federal and California laws including but not limited to the California Fair Employment Practices Act.
15. **LABOR CODE:** Provider shall comply with the applicable provisions of the Labor Code, Division 2, Part 7, Ch. 1, Article 1-5, including the payment of the general prevailing rate of per diem wages. Approved wage scales are on file in the District's Purchasing Office.
16. **NO SMOKING:** Mountain View Whisman School District has a NO SMOKING policy at all sites. Providers are responsible to make sure that no one smokes on school property.
17. **FINGERPRINTS:** The provider certifies that he or she is aware of the provisions of Education Code section 45122.1 and will comply with such provisions before commencing performance of the work of this contract.
18. **TERMINATION:** The District may terminate this agreement by providing thirty (30) days written notice of intent to terminate at any time and for any reason or for no reason. If this agreement is terminated, Provider shall be compensated for services rendered through the date of termination.
19. **DISPUTES:** In the event of a dispute between the parties as to performance of Work, Agreement interpretation, or payment, the Parties shall attempt to resolve the dispute by negotiation and/or mediation, if agreed to by the Parties. Pending resolution of the dispute, Contractor shall neither rescind the Agreement nor stop Work.

**OUTSIDE PROVIDER
CERTIFICATION OF EMPLOYEE CLEARANCE**

Name of Company: Focus Care Inc. dba FEV Tutor					
Street Address 500 W. Cummings Park #2700					
City	Woburn	State	MA	Zip	01801
Telephone	781-376-6924			Fax	781-935-2775
Contact Person Dawn Laclair - Financial Controller - Billing@fevtutor.com					

Check one:

☒ I certify that my employees or I **will not** have more than limited contact with pupils during terms of the agreement.

☐ I certify that my employees or I **will** have more than limited contact with pupils during terms of the agreement and that:

- My company has completed background checks pursuant to Education Code Section 45125.1 on company employees who may be present at the Mountain View Whisman School District.
- Any employee who may be present at the District has not been convicted of a violent or serious felony as defined in Education Code Section 45122.1.
- I have attached a list of the name(s) of such employees, along with this form.

I acknowledge that any false, deceptive, misleading, or non-disclosed information related to this certification may result in tort liability for my company.

Focus Care Inc. dba FEV Tutor

Company Name

Ryan Patenaude

Print Name

Sr. Vice President

Title



Signature

8/5/2021

Date

Any changes to the above information will be forwarded to the District immediately.

Mountain View Whisman School District:

ACCEPTED BY: _____ Date: _____ Title: _____

PROVIDER'S CERTIFICATE REGARDING WORKERS' COMPENSATION

Labor Code Section 3700:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in the State.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees?

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Agreement.

Signature:  _____

Name: Ryan Patenaude _____

Provider/Firm Name: Focus Care Inc. dba FEV Tutor _____

Date: 5/18/2021 _____

(In accordance with Article 5 (commencing at Section 1860), Chapter 1, Part 7, Division 2 of the Labor code, the above certificate must be signed and filed with the awarding body prior to performing any work under this Agreement.)