

**YONKERS PUBLIC SCHOOLS
ONE LARKIN CENTER
YONKERS, NEW YORK 10701**

AMENDMENT NO. 1 TO CONTRACT No.

by and between:

THE YONKERS PUBLIC SCHOOLS acting by and through its Board of Education, a school district established pursuant to New York Education Law, having an office and place of business at One Larkin Center, Yonkers, New York 10701 (the "School District")

and

ZEBU COMPLIANCE SOLUTIONS, INC., a company organized under the laws of Ohio, having an office and place of business at 609 Second Street, Suite 2, Portsmouth, Ohio 45662, Federal ID No. 47-1010418 (the "Contractor").

WITNESSETH:

WHEREAS, the Original Agreement is dated June 27, 2016 and;

WHEREAS, Contractor will provide additional screening and monitoring of the School District's employees and vendors for exclusion, licensing, and disciplinary status with Medicare, Medicaid, OIG, State, NPDB, and regulatory boards;

WHEREAS, It is acknowledged and agreed that pursuant to the terms of that certain intermunicipal Agreement ("IMA") by and between the School District, acting by through its Board of Education ("BOE") and the City of Yonkers (the "City") as filed in the Office of the City Clerk on June 16, 2014, the terms of the IMA are subject to review and revision by the City of Yonkers (the "City") acting by and through its Corporation Counsel, as well as approval, if applicable, by the City's Board of Contract and Supply ("BOCS").

NOW, THEREFORE, the parties agree as follows:

1. **Amended Scope.** Contractor will provide additional screening and monitoring of the School District's employees and vendors for exclusion, licensing, and disciplinary status with Medicare, Medicaid, OIG, State, NPDB and regulatory boards as more fully described in Schedule "A," which is attached and incorporated herein by reference.
2. **Amended Rate.** The Original Agreement was for \$5,000.00. This Amendment No. 1 now increases the Original Agreement by \$2,000.00, as more fully provided in Schedule "B,"

attached hereto, for a total amount not to exceed SEVEN THOUSAND DOLLARS AND 00/100 CENTS (\$7,000.00).

3. **Amended Term.** The term shall be extended to include the period of July 1, 2017 through June 30, 2018.
4. **Ratification.** Except as specifically amended herein, all of the terms contained in the Original Agreement are hereby ratified and confirmed in all respects, and shall continue to apply with full force and effect.
5. **Entire Contract/Order of Precedence.** The Original Agreement and Amendment constitute the entire contract between the parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writings. It shall not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties. To the extent the terms of the Original Amendment, including the Rider, any schedules thereto conflict with the terms of this Amendment, this Amendment shall control.
6. **Notices.** All notices of any nature referred to in this Original Contract and Amendment shall be in writing and either sent by registered or certified mail postage pre-paid, or delivered by hand or overnight courier, or sent by facsimile (with acknowledgment received and a copy of the notice sent by registered or certified mail postage pre-paid), to the addresses first set forth in the Contract and Amendment or to such other addresses as the respective parties hereto may designate in writing with a copy to the Corporation Counsel, One Larkin Center, 4th Fl., Yonkers, New York 10701. Notice shall be effective on the date of receipt.
7. **Execution.** This Contract and Amendment shall not be enforceable until signed by both parties and approved by the Office of the Corporation Counsel. This Contract may be executed simultaneously in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[Signature page to follow.]

IN WITNESS WHEREOF, the School District and the Contractor have executed this Amendment.


SCHOOL DISTRICT

ZEBU COMPLIANCE SOLUTIONS, INC.

By: [Signature]
Name: Rev. Steve Lopez
Title: President of the Board
Date: 7/9/17

By: [Signature]
Name: Dr. Edwin M. Quezada
Title: Superintendent
Date: 7/12/17

By: [Signature]
Name: Nancy Prose
Title: Controller/HR Director/Treasurer
Date: 6/6/17
Sworn to before me this 6 day of
June 2017.

Notary  KRISTA PUTNAM
NOTARY PUBLIC
STATE OF OHIO
My Comm. Expires
Aug.31, 2020

APPROVED AS TO FORM

Michelle Wempere
Yonkers Senior Associate Corporation Counsel

DATE BOE APPROVAL: N/A

DATE BOCS APPROVAL: N/A

BUYER: —

CERTIFICATE OF AUTHORITY
(CORPORATION)

I, Christopher Schuyler
(Officer other than officer signing contract)

certify that I am the Secretary of
the Zebu Compliance Solutions, Inc.
(Name of Corporation)

a corporation duly organized and in good standing under the Ohio Secretary of State (Law under which organized, e.g., the New York Business Corporation Law) named in the foregoing Contract; that

Nancy Prose
(Person executing Contract)

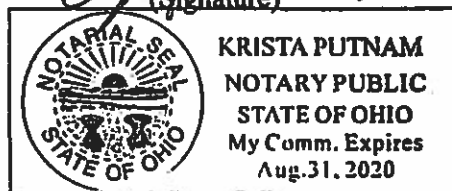
who signed said Contract on behalf of the Zebu Compliance Solutions Inc
(Name of Corporation)

was, at the time of execution
Treasurer
(Title of such person)

of the Corporation and that said Contract was duly signed for and on behalf of said Corporation by authority of its Board of Directors, thereunto duly authorized and that such authority is in full force and effect at the date hereof.

Krista Putnam
(Signature)

STATE OF NEW YORK)
) ss.:
COUNTY OF WESTCHESTER)



On the 6 day of June in the year 2017 before me, the undersigned, a Notary Public in and for said State, Christopher Schuyler personally appeared, personally known to me or proved to me on the basis of satisfactory evidence to be the officer described in and who executed the above certificate, who being by me duly sworn did depose and say that he/she resides at 486 Copeland Rd Waverly, OH 45690, and he/she is an officer of said corporation; that he/she is duly authorized to execute said certificate on behalf of said corporation, and that he/she signed his/her name thereto pursuant to such authority.

K.P. Putna

Notary Public

Date

EXHIBIT "A"

EXHIBIT "B"

SCHEDULE "A"
SCOPE OF SERVICES

EPStaffCheck Concierge Service:

Zebu staff screens and monitors City employees and vendors for exclusion, licensing, and disciplinary status with applicable Medicare, Medicaid, OIG, State, NPDB and regulatory boards. Comprehensive, audit-ready documentation is provided for City records.

EPStaffCheck Concierge™ staff monitor multiple primary data sources including the OIG, SAM (System for Awards Management - Excluded Parties Listing System), SDN (Specially Designated Nationals). Based on City specifications, Zebu also provides other databases such as the Social Security Death Master File, licensure databases, Medicare Opt Out, and state-specific databases.

SCHEDULE "B"
COST PROPOSAL

Description	Search Volume per month	Cost per Sanction Search
EPStaffCheck Concierge Subscription EPStaffCheck Concierge service provides initial and ongoing exclusion and sanction monitoring to verify staff and business relationships of Client are not Excluded/Sanctioned Individuals/Entities in Client's State(s) of operation as requested below. EPStaffCheck Concierge provides Client with an audit trail that includes all names searched, dates of initial and all subsequent searches, possible matches reviewed, findings, and determinations made. EPStaffCheck Concierge includes the following core databases (all data obtained directly from the original source agency using direct query and/or download): <ul style="list-style-type: none"> • SAM/EPLS • OIG/LEIE • OIG Most Wanted Fugitives • OFAC Specially Designated Nationals • State Database of business operating location (if applicable) 	0-10,000	\$0.15
	10,001-20,000	\$0.14
	20,001-30,000	\$0.13
	30,001-40,000	\$0.12
	40,001-50,000	\$0.11
	50,001-60,000	\$0.09
	60,001-80,000	\$0.08
	80,001-100,000	\$0.06
	100,001-500,000	\$0.05
	500,001+	\$0.04
500 Providers searched @ \$0.15/name	\$75/month	\$900/yr
Additional Options:		
Each State Sanction/Disciplinary Database(s) (list):	\$14.99/month*	
Each Licensing/Verification Databases (list):	\$23.00/month*	\$276/yr
NPDB		
500 Providers searched @ \$3.50/name		\$1,750/yr
ESTIMATED TOTAL:		\$2,926/yr

*NPDB and SSDI databases involve additional fees or forms. Please contact us for more information.

Contract Minimums and Deposit

The annual, or any portion thereof, minimum service cost for EPStaffCheck Concierge shall be the greater of \$948 or the number of searches performed according to the above schedule, calculated and billed on a calendar-month or quarterly basis. Clients shall pay a deposit at the time of contract signing as indicated below:

Monthly Billing Deposit - 3 months of expected service cost

Quarterly Billing Deposit - 6 months of expected service cost

Any unapplied deposit amounts at time of termination will be applied toward outstanding fees, and any overage returned to Client within 30 days following the end of the month of termination.

Zebu shall prepare a quarterly billing statement for Client to facilitate payment of service fees that are due and payable as described above. Client shall pay Zebu interest at an annual rate of 15% on any service fees not paid within 30 days of invoice.

STANDARD INSURANCE PROVISIONS
(Contractor)

1. Prior to commencing work, this Contractor shall obtain at its own cost and expense the required insurance from insurance companies licensed in the State of New York, carrying a Best's financial rating of A or better, and shall provide evidence of such insurance to the School District/the City of Yonkers, as may be required and approved by the Office of Corporation Counsel of the City of Yonkers. The policies or certificates thereof shall provide that thirty days prior to cancellation or material change in the policy, notices of same shall be given to the Office of Corporation Counsel of the City of Yonkers by registered mail, return receipt requested, for all of the following stated insurance policies. All notices shall name this Contractor and identify the Agreement.

If at any time any of the policies required herein shall be or become unsatisfactory to the School District or the City, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the School District or the City, this Contractor shall upon notice to that effect from the City, promptly obtain a new policy, submit the same to the Office of Corporation Counsel of the City of Yonkers for approval and submit a certificate thereof. Upon failure of this Contractor to furnish, deliver and maintain such insurance, the Agreement, at the election of the City, may be declared suspended, discontinued or terminated. Failure of this Contractor to take out, maintain, or the taking out or maintenance of any required insurance, shall not relieve this Contractor from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the contractual obligations of this Contractor concerning indemnification. All property losses shall be made payable to and adjusted with the School District or the City as the Corporation Counsel may direct. It is acknowledged and agreed that the limits of the School District/the City's coverage, as an additional insured hereunder, is the greater of the limits set forth herein or under the policy holder's limits.

In the event that claims, for which the School District and/or City may be liable, in excess of the insured amounts provided herein are filed by reason of any operations under the Agreement, the amount of excess of such claims or any portion thereof, may be withheld from payment due or to become due this Contractor until such time as this Contractor shall furnish such additional security covering such claims in form satisfactory to the School District or the City of Yonkers.

2. The Contractor shall provide proof of the following coverage (if additional coverage is required for a specific agreement, those requirements will be described in the "Special Conditions" of the contract specifications):

(a) Workers' Compensation. Certificate form C-105.2 (9/07) or State Fund Insurance Company form U-26.3 is required for proof of compliance with the New York State Workers' Compensation Law. State Workers' Compensation Board form DB-120.1 is required for proof of compliance with the New York State Disability Benefits Law. Location of operation shall be "All locations in Yonkers, New York."

Where an applicant claims to not be required to carry either a Workers' Compensation Policy or Disability Benefits Policy, or both, the employer must complete NYS form CE-200, available to download at: www.wcb.state.ny.us (click on Employers/Businesses, then Business Permits/Licenses/Contracts to see instruction manual).

If the employer is self-insured for Worker's Compensation, he/she should present a certificate from the New York State Worker's Compensation Board evidencing that fact (Either SI-12, Certificate of Workers' Compensation Self-Insurance, or GSI-105.2, Certificate of Participation in Workers' Compensation Group Self-Insurance).

(b) Employer's Liability with minimum limit of \$100,000.

(c) Commercial General Liability Insurance with a minimum limit of liability per occurrence of \$500,000 for bodily injury and \$500,000 for property damage or a combined single limit of \$2,000,000 (c.s.l), naming the School District and the City of Yonkers, NY as an additional insured. This insurance shall include the following coverages:

- (i) Premises - Operations.
- (ii) Broad Form Contractual.
- (iii) Independent Contractor and Sub-Contractor.
- (iv) Products and Completed Operations.
- (v) Sexual Abuse and Molestation.

All Contracts involving the use of explosives and demolition shall provide the above coverage with elimination of the XCU exclusion from the policy, or proof that XCU is covered.

(d) Where professional services are to be performed under this Contract, this Contractor shall carry Professional Liability Insurance with a minimum limit of liability per claim of \$1,300,000 or a combined single limit of \$3,900,000, with a company or companies licensed in New York State with an A or better Best Rating and in a form satisfactory to the School District and/or the City of Yonkers.

(e) Automobile Liability Insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and a minimum limit of \$100,000 per occurrence for property damage or a combined single limit of \$1,000,000 unless otherwise indicated in the contract specifications. This insurance shall include for bodily injury and property damage the following coverages:

- (i) Owned automobiles.
- (ii) Hired automobiles.
- (iii) Non-owned automobiles.

3. All policies of this Contractor shall be endorsed to contain the following clauses:

(a) Insurers shall have no right to recovery or subrogation against the School District or the City of Yonkers (including their respective officers, elected officials, employees and other agents and agencies), it being the intention of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the above-described insurance.

(b) The clause "other insurance provisions" in a policy in which the School District and/or the City of Yonkers is named as an insured, shall not apply to the City of Yonkers.

(c) The insurance companies issuing the policy or policies shall have no recourse against the School District or the City of Yonkers (including its agents and agencies as aforesaid) for payment of any premiums or for assessments under any form of policy.

(d) Any and all deductibles in the above described insurance policies shall be assumed by and be for the account of, and at the sole risk of, this Contractor.



**Certificate of Attestation of Exemption
From New York State Workers' Compensation
and/or Disability Benefits Insurance Coverage**

****This form cannot be used to waive the workers' compensation rights or obligations of any party.****

The applicant may use this Certificate of Attestation of Exemption **ONLY** to show a government entity that New York State specific workers' compensation and/or disability benefits insurance is not required. The applicant may **NOT** use this form to show another business or that business's insurance carrier that such insurance is not required.

Please provide this form to the government entity from which you are requesting a permit, license or contract. This Certificate will not be accepted by government officials one year after the date printed on the form.

<p align="center">In the Application of (Legal Entity Name and Address):</p> <p>ZEBU COMPLIANCE SOLUTIONS 609 SECOND STREET, SUITE 2 PORTSMOUTH, OH 45662 PHONE: 740-355-9029 FEIN: XXXXX0418</p>	<p align="center">Business Applying For: Contract with Government Agency</p> <p>From: YONKERS BOARD OF EDUCATION</p>
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Workers' Compensation Exemption Statement:

The above named business is certifying that it is **NOT REQUIRED TO OBTAIN NEW YORK STATE SPECIFIC WORKERS' COMPENSATION INSURANCE COVERAGE** for the following reason:
The out-of-state entity has no NYS employees and/or NYS subcontractors AND ALL work related to the permit, license or contract is done outside of NYS; OR ALL employees are direct employees of a government entity outside of New York.

Disability Benefits Exemption Statement:

The above named business is certifying that it is **NOT REQUIRED TO OBTAIN NEW YORK STATE STATUTORY DISABILITY BENEFITS INSURANCE COVERAGE** for the following reason:
The business **MUST** be either: 1) owned by one individual; OR 2) is a partnership (including LLC, LLP, PLLP, RLLP, or LP) under the laws of New York State and is not a corporation; OR 3) is a one or two person owned corporation, with those individuals owning all of the stock and holding all offices of the corporation (in a two person owned corporation each individual must be an officer and own at least one share of stock); OR 4) is a business with no NYS location. In addition, the business does not require disability benefits coverage at this time since it has not employed one or more individuals on at least 30 days in any calendar year in New York State. (Independent contractors are not considered to be employees under the Disability Benefits Law.)

I, SHELLY MICHAEL, am the CLIENT BILLING SPECIALIST with the above-named legal entity. I affirm that due to my position with the above-named business I have the knowledge, information and authority to make this Certificate of Attestation of Exemption. I hereby affirm that the statements made herein are true, that I have not made any materially false statements and I make this Certificate of Attestation of Exemption under the penalties of perjury. I further affirm that I understand that any false statement, representation or concealment will subject me to felony criminal prosecution, including jail and civil liability in accordance with the Workers' Compensation Law and all other New York State laws. By submitting this Certificate of Attestation of Exemption to the government entity listed above I also hereby affirm that if circumstances change so that workers' compensation insurance and/or disability benefits coverage is required, the above-named legal entity will immediately acquire appropriate New York State specific workers' compensation insurance and/or disability benefits coverage and also immediately furnish proof of that coverage on forms approved by the Chair of the Workers' Compensation Board to the government entity listed above.

SIGN HERE	Signature: <i>Shelly Michael</i>	Date: 06/14/17
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<p>Exemption Certificate Number 2017-042998</p>		<p>Received June 14, 2017 NYS Workers' Compensation Board</p>
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