

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

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made the 27th day of June, 2016

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 School District desires to obtain the services of Contractor to provide professional and/or technical services to the Yonkers Public Schools; and

WHEREAS, the Contractor desires to provide such services for the compensation and on the terms herein provided; and

WHEREAS, the Contractor desires to prove the School District an affordable, full service solution to the School District's exclusion screening and license monitoring needs;

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 ("City") as filed in the Office of the City

Where applicable and in accordance with NYS Education Law, this agreement is subject to the approval of the Commissioner of Education and that, only where applicable, that this agreement shall be deemed executory to the extent of the moneys available to the City and/or School District therefor and no liability on account thereof shall be incurred by the City and/or School District beyond the moneys available for the purpose thereof.

4. Payment. For the Services to be performed pursuant to Paragraph "1" of this Agreement, Contractor shall be paid an amount more fully described in Schedule "B" payable according to the terms described below, but at no time shall the cost of said services exceed FIVE THOUSAND DOLLARS (\$5,000). It is acknowledged and agreed that no charge will be allowed for federal, state, municipal, sales and excise taxes and compensating use taxes under existing law. The compensation shall be net and not include the amount of any such tax. An exemption certificate is available upon request.

3. Term. The term of this Agreement shall commence July 1, 2016 and terminate on June 30, 2017.

If requested, within (30) days of the expiration of each quarter (or such other timeframe as may be specified by the School District), Contractor shall provide the School District with detailed written reports, in a form to be specified by the School District outlining the Contractor's accomplishment of the work in that quarter in order to enable the School District to assess the level and type of services provided, as well as the dedication and/or expenditure of the funding provided by the School District for those purposes to date and shall provide any other information which the Corporation Counsel may, in his/her discretion, deem necessary and appropriate in furtherance hereof.

The Contractor shall be in continuous communication with the School District's authorized designee, in reporting on its ongoing progress toward completing the work, as the School District may request, and shall immediately inform the School District in writing of any cause for delay in the performance of its obligations under this Agreement; and

2. Performance. The Contractor further agrees that it shall participate in the measurement of its performance under this Agreement, as follows:

1. Description of Services. The Contractor shall provide the following services: 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.

NOW, THEREFORE, the parties agree as follows:

Clerk on June 16, 2014, the terms of this agreement are subject to review and revision by the City's Corporation Counsel, as well as approval, if applicable, by the City's Board of Contract and Supply ("BOCS").

No guarantee, promise or representation of any minimum amount of work has been given nor is to be inferred from this Agreement. You hereby waive any claims to lost or anticipated profits based on the School District's failure to utilize your services to the full amount authorized to be expended under the Agreement.

To receive payments for Services provided, Contractor shall submit monthly, itemized invoices in a form acceptable to the School District's Accounts Payable Department, which will be paid within 30 days of receipt subject to compliance with the terms hereof.

This Agreement is also subject to further financial analysis of the impact of any New York State Budget (the "State Budget") proposed and adopted during the term of this Agreement. The School District shall retain the right, upon the occurrence of the release of any proposed School District, City and/or State budget and/or the adoption thereof or any amendments thereto, and for a reasonable period of time after such release(s) or adoption(s), to conduct an analysis of the impacts of any such budget on School District finances. After such analysis, the School District shall retain the right to either terminate this Agreement or to renegotiate the amounts and rates approved herein. If the School District subsequently offers to pay a reduced amount to this Contractor, then this Contractor shall have the right to terminate this Agreement upon reasonable prior written notice.

The Contractor shall, at no additional charge, furnish all labor, services, materials, tools, equipment and other appliances necessary to provide the Services, unless specific additional charges are expressly permitted under this Agreement. It is recognized and understood that even if specific additional charges are expressly permitted under this Agreement; in no event shall total payment to this Contractor exceed the not-to-exceed amount set forth above.

5. Medicaid Compliance (when Services are subject to Medicaid reimbursement).

- a. **Exclusion from Health Care Programs.** The Contractor represents and warrants that it has never been excluded from participation in any state or federal health care program, including, but not limited to, Medicare and Medicaid.

6. Compliance with Law. The Contractor shall comply, at its own expense, with the provisions of all applicable local, state and federal laws, rules and regulations, including without limitation, as follows:

- All labor law requirements, including without limitation, prevailing wage, posting, training, pay-roll, filings;
- Title VI of the Civil Rights Act of 1964 as amended and Title VII of the Civil Rights Act of 1968 as amended; and
- Americans with Disabilities Act.

7. Confidential Information. Contractor understands that in performing this Agreement he/she/it may have access to confidential information in possession of the School District or others, including, but not limited to names, facts or information about individuals, businesses and families. Contractor may also have access to confidential information, potentially including student directory information; personnel information and records; information regarding sensitive, confidential or internal School District matters and other protected information. It is agreed that the definition of confidential information includes all documentary, electronic or oral information made known to Contractor through any activity related to this Agreement. Contractor agrees not to reveal any confidential information and understands that any such disclosure shall be considered a breach of this Agreement. Contractor agrees that if he/she/it receives a subpoena for divulgence of confidential information, he/she/it shall notify the School District prior to divulging the same. The parties further agree that the terms and conditions set forth in this Confidentiality section and all of its subparts shall survive the expiration and/or termination of this Agreement. Without limiting any of the foregoing statements in this paragraph, Contractor further agrees, to the extent applicable:

a. To execute, comply with and incorporate as Schedule "D" to this Agreement, the Parents' Bill of Rights required by New York State Education Law Section 2-d upon adoption by the School District;

b. Not to sell or release a student's personally identifiable information for any commercial purposes;

c. Not to use the education records of the School District or any student, teacher and/or principal data of the School District, as those terms are defined in Education Law Section 2-d, for any purpose other than those explicitly authorized in this Agreement;

d. To use reasonable administrative, technical and physical safeguards consistent with industry standards and best practices, including but not limited to encryption, firewalls and password protection, to protect the security, confidentiality and integrity of student, teacher and/or principal data of the School District while in motion or in the custody of Contractor from unauthorized disclosure;

e. To limit internal access within Contractor to the education records of the School District as well as to the student, teacher and/or principal data of the School District to those individuals that are determined to need such records or data to perform the services set forth in this Agreement;

f. To not disclose any personally identifiable information to any other party, unless:

(1) prior written consent of the parent or guardian or student of 18 years of age or older for the disclosure is obtained; or

(2) the disclosure is required by statute or court order and the party provides a notice of the disclosure to the New York State Education Department, Board of Education of the School District no later than the time the information is disclosed, unless providing notice of the disclosure is expressly prohibited by the statute or court order;

g. To safely store any data concerning the students, teachers and/or principals of the School District, in accordance herewith;

- h. To immediately notify the School District in the event that any personally identifiable information of the School District, its employees, students or administrators is breached and/or released without authorization;
- i. Parents and/or guardians of students attending the School District's schools have the right to inspect and review the complete contents of their child's education record, which may include records maintained, stored, transmitted, and/or generated by Contractor; and
- k. Within 6 months of any termination of this Agreement, Contractor will, upon request, provide electronic copies of any School District data provided to Contractor. All School District data and proprietary information contained in software archives, backups, and other media, shall remain subject to the confidentiality and security terms of this agreement.

8. Confidentiality Training. Contractor acknowledges that federal and state laws protect the confidentiality of personally identifiable information of the School District's students, as well as its teachers and principals. Contractor represents and warrants that any officers, employees or agents of Contractor, who will have access to student, teacher and/or principal data of the School District, has received or will receive training on the federal and state laws governing confidentiality of such data prior to obtaining access to such data.

9. Grant Funding. In the event grant funding is provided hereunder, Contractor acknowledges and agrees that it has reviewed the applicable grant agreement and any other relevant documents (together the "Grant"). Contractor agrees to, and will cause any subcontractors or other agents under its control to agree to, comply with all applicable Grant requirements, including without limitation all rules and regulations promulgated in furtherance thereof. The Contractor further agrees to supply such information and reports as the City or School District may request. Contractor will prepare any necessary waiver requests. Contractor will, upon request, provide access to the City or School District or such other agency administering the Grant, to examine all relevant books, records, documents or electronic data of the Contractor necessary to review Contractor's compliance.

Any term or condition required by the Grant to be set forth herein, to the extent it is not set forth is deemed incorporated herein by reference. Contractor hereby certifies that neither it, nor its subcontractor(s), are not debarred or suspended, or otherwise excluded from or ineligible to receive said Grant funding.

10. Audit Rights. Prior to the making of any payments hereunder, the School District may, at its option, audit such books and records of the Contractor as are reasonably pertinent to this Agreement to substantiate the basis for payment. The School District will not withhold payment pursuant to this paragraph for more than thirty (30) days after payment would otherwise be due pursuant to the provisions of this Agreement, unless the School District shall find cause to withhold payment in the course of such audit or if the Contractor fails to cooperate with such audit. The School District shall, in addition, have the right to audit such books and records subsequent to payment, if such audit is commenced within one year following termination of this Agreement.

- 1) Any claim that Contractor's use or possession of the information provided by School District or other School District property infringes or violates a copyright, patent, trade secret, or other proprietary right of any third party;
- 2) Any claim arising from the negligent, reckless, or intentional acts or omissions of School District, its employees, agents, or subcontractors, or the negligent transmission of required information;
- 3) Any claim arising from a breach by School District or any of its obligations under this Agreement;
- 4) Any claim arising from the missing, incorrect, invalid, or otherwise mistaken name or sanction information contained in any source database;

(b) Contractor will act as the designated agent for School District and after any disclosable results are provided, Contractor's obligations to School District in regards to the disclosable result will cease. School District specifically agrees to indemnify, defend and hold harmless Contractor, and its directors, officers, employees, contractors, and agents, from and against any and all losses, liabilities, judgments, awards, and costs including legal fees and expenses, arising out of or related to:

(a) that except for the amount, if any, of damage contributed to, caused by, or resulting from the negligence of the School District and/or City, the Contractor shall defend, indemnify and hold harmless the School District and the City, and their respective officers, employees, agents and elected and appointed officials from and against any and all liability, damage, claims, demands, costs, judgments, fees, reasonable attorney's fees or loss (including but not limited to personal injury and death) to the extent arising directly or indirectly out of the willful misconduct or negligent performance or failure to perform hereunder by the Contractor or third parties under its direction or control, including without limitation, any claim that a deliverable infringes upon an intellectual property right. If such an intellectual property infringement claim is made, or appears likely to be made, the Contractor agrees to enable the School District's continued use of the deliverable, or to modify or replace it; and

11. Insurance and Indemnification. The Contractor agrees to procure and maintain insurance, or contractually cause a third party to procure and maintain insurance, naming the School District and City as additional insured (including without limitation, a waiver of subrogation), as more specifically provided and described in the Schedule entitled "C." In addition to, and not in limitation of the foregoing, the Contractor agrees:

It is recognized and understood by the Contractor that as part of the School District's right to audit the Contractor to substantiate the basis for payment, the School District has the right to audit the performance of the terms of this Agreement by the Contractor, including without limitation, to make site visits in order to review Contractor's records, observe the performance of services and/or to conduct interviews of staff and patrons, where appropriate and not otherwise prohibited by law.

- 5) Any employment, contractual, or other claim for damages, restitution, or other compensation or injunction derived from actions of School District based on EPStaffCheck Concierge results;
- 6) Any action, penalty, fine, or other claim by a governmental agency or other third party that arises from an error on the part of School District.

School District shall defend and settle at its sole expense all suits or proceedings arising out of the foregoing, provided however, that no settlement that includes the provision or use of EPStaffCheck Concierge, shall be made without Contractor's prior written consent. In all events, Contractor shall have the right to participate in the defense of any such action through counsel of its own choosing. In no event shall Contractor's liability to School District arising out of or in connection with this agreement exceed, in the aggregate, the total fees paid or payable by School District to Contractor.

(c) The Contractor further agrees to give immediate written notice to the School District as to any notice it may receive with respect to any cause of action or claim that has been or may be initiated against the School District and/or City in connection herewith.

The provisions of this Section will survive expiration, termination or other cancellation of this Agreement.

12. Termination. (a) The School District, upon five (5) days' notice to the Contractor, may terminate this Agreement in whole or in part when the School District deems it to be in its best interest. In such event, Contractor shall be compensated and the School District shall be liable only for payment for services already rendered under this Agreement prior to the effective date of termination at the rates as specified in the Agreement subject to the minimum annual contract pricing plus actual volume . Upon receipt of notice that the School District is terminating this Agreement in its best interests, Contractor shall stop work immediately and incur no further costs in furtherance hereof without the express approval of the Corporation Counsel, and Contractor shall direct subcontractors, if any, to do the same.

(b) In the event the School District determines that there has been a material breach by the Contractor of any of the terms of the Agreement and such breach remains uncured for ten (10) days after service on the Contractor of written notice thereof, the School District, in addition to any other right or remedy it might have, may terminate this Agreement and the School District shall have the right, power and authority to complete the services provided for in this Agreement, or contract for its completion, and any additional expense or cost of such completion shall be charged to and paid by Contractor. The School District, in its sole discretion, may agree to stay any such enforcement beyond such ten (10) day period, provided however that the School District determines that the contractor is diligently and continuously acting to cure said noncompliance. Without limiting the foregoing, upon written notice to Contractor, repeated breaches by Contractor of duties or obligations under this Contract shall be deemed a material

18. Compliance with Laws. Any term or condition required by law to be set forth herein, to the extent it is not set forth is deemed incorporated herein by reference.

17. Law. This Agreement shall be construed and enforced in accordance with the laws of the State of New York. In addition, the parties hereby agree that any cause of action arising out of this Agreement shall be brought in the County of Westchester.

16. Conflict of Interest. The Contractor shall use all reasonable means to avoid any conflict of interest with the School District and/or the City of Yonkers and shall immediately notify the School District and the City in the event of a conflict of interest. The Contractor shall also use all reasonable means to avoid any appearance of impropriety.

15. Executive Order No. 6-2013. In order to be in compliance with the Executive Order, the Contractor hereby represents that it, nor any of its principals, have outstanding taxes owed to the City of Yonkers or judgments pending against them, which would render them a "delinquent contractor" under said Executive Order.

Notice shall be effective on the date of receipt.

A copy of any such notice upon the School District shall likewise be sent to the City of Yonkers' Corporation Counsel, One Larkin Center, 4th Floor, Yonkers, New York 10701.

14. Notices. All notices of any nature referred to in this Agreement shall be in writing and either sent by registered or certified mail postage pre-paid, or delivered by hand or overnight courier, to the addresses first set forth in the Agreement or to such other addresses as the respective parties hereto may designate in writing.

The foregoing rights are in addition to, and not in limitation of, any other provision hereof and will survive termination or other cancellation of this Agreement. However, in no event shall Contractor's liability to School District arising out of or in connection with this agreement exceed, in the aggregate, the total fees paid or payable by School District to Contractor.

shall Contractor's liability to School District arising out of or in connection with this agreement exceed, in the aggregate, the total fees paid or payable by School District to Contractor. In no event shall Contractor's liability to School District arising out of or in connection with this agreement exceed, in the aggregate, the total fees paid or payable by School District to Contractor.

13. Remedies. It is acknowledged and agreed that the School District reserves the right to seek all available remedies, whether provided by law, equity, statute or otherwise, including, but not limited to, damages, reasonable attorney's fees, disbursements and court costs in such amounts as shall be allowed by the court. All rights and remedies provided herein are cumulative and not exclusive of any other rights or remedies that may be available. In no event shall Contractor's liability to School District arising out of or in connection with this agreement exceed, in the aggregate, the total fees paid or payable by School District to Contractor.

further opportunity to cure.
breach of this Agreement justifying termination for cause hereunder without requirement for

19. **Severability.** If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid or void or unenforceable, the remainder of the terms and provisions of this Contract shall in no way be affected, impaired, or invalidated, and to the extent permitted by applicable law, any such term, or provision shall be restricted in applicability or reformed to the minimum extent required for such to be enforceable. This provision shall be interpreted and enforced to give effect to the original written intent of the parties prior to the determination of such invalidity or unenforceability.

20. **Independent Contractor Status.** The Contractor and the School District and City agree that the Contractor and its officers, employees, agents, contractors, subcontractors and/or sub-consultants are independent contractors and not employees of the School District and/or City or any department, agency or unit thereof. In accordance with their status as independent contractors, the Contractor covenants and agrees that neither the Contractor nor any of its officers, employees, agents, contractors, subcontractors and/or Contractors will hold themselves out as, or claim to be, officers or employees of the School District and/or the City or any department, agency or unit thereof.

21. **Third Party Beneficiaries.** Nothing herein is intended or shall be construed to confer upon or give to any third party or its successors and assigns any rights, remedies or basis for reliance upon, under or by reason of this Agreement, except in the event that specific third party rights are expressly granted herein. Notwithstanding the foregoing, it is acknowledged and agreed that in accordance with the IMA, the City may enforce the terms of this Agreement and is hereby deemed an express third party beneficiary hereunder.

22. **Intellectual Property.** All report deliverables prepared by the Contractor in regards to this Agreement shall become and remain the property of the School District. The Contractor may retain copies of such records for its own use and shall not disclose any such information without the express written consent of the School District or as required by law or legal subpoena. The School District shall have the right to reproduce and publish such records, if it so desires, at no additional cost to the School District. School District acknowledges that EPStaffCheck Concierge service and technologies therein, as well as any other information or materials made available to School District by Contractor are valuable assets, trade secrets and/or copyrighted material. School District agrees to ensure that neither School District nor any of its employees, agents or any other persons, disclose, divulge or make available, any system data, technologies, processes, documentation or information with respect thereto, to any person or other entity, without Contractor's prior written consent.

Notwithstanding the foregoing, all deliverables created under this Agreement by the Contractor are to be considered "works made for hire." If any of the deliverables do not qualify as "works made for hire," Contractor hereby assigns to the School District all right, title and interest (including ownership of copyright) in such deliverables and such assignment allows the School District to obtain in its name copyrights, registrations and similar protections which may be available. The Contractor agrees to assist the School District, if required, in perfecting these rights. The Contractor shall provide the School District with at least one copy of each deliverable.

28. **Assignment.** The Contractor shall not delegate any duties or assign any of its rights under this Agreement without the prior express written consent of the School District, subject to any necessary legal approvals. Any purported delegation of duties, assignment of rights or

of the parties.
modified except by an instrument in writing signed by a duly authorized representative of each 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 27. **Entire Agreement/Order of Precedence.** The Agreement constitutes the entire contract

Contractor or one of its officers as required by the General Municipal Law Sec. 103-g. Schedule "H", an executed certificate of compliance with the Iran Divestment Act signed by the assuming the responsibility of a Contract awarded hereunder, the Contractor shall complete law) (the "Prohibited Entities List"). By submitting a bid in response to this solicitation or by list of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a (SFL) § 165-a and New York General Municipal Law § 103-g, both effective April 12, 2012. Chapter 1 of the 2012 Laws of New York, a new provision has been added to State Finance Law 26. **Iranian Divestment Act.** As a result of the Iran Divestment Act of 2012 (the "Act"),

School District.
business days of such event and such information shall be forwarded by the Contractor to the duty to report any changes to the information contained therein to the Contractor within ten (10) approved subcontractor complete this questionnaire and shall advise the subcontractor of the writing within ten (10) business days of such event. The Contractor shall also have each changes during the term of this Agreement, Contractor agrees to notify the School District in Schedule "G". In the event that any information provided in the completed questionnaire submitted, with this Agreement, the Contractor Disclosure Form, which is attached hereto as 25. **Contractor Disclosure Form.** The Contractor represents that it has completed and

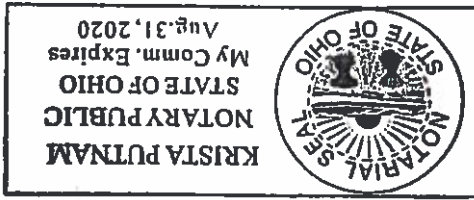
complete the form attached hereto as Schedule "F".
Dealing with Northern Ireland. Therefore, the Contractor agrees, as part of this Agreement, to form attached hereto and forming a part hereof as Schedule "F" Certification Regarding Business subject to competitive bidding to a party that does not execute a certification in substantially the City or School District procuring officer may award or recommend for award any contract not 24. **MacBride Principles.** Pursuant to Article VI of Chapter 13 of the Yonkers City Code, no

questionnaire attached hereto as Schedule "E," as part of this Agreement.
Owned and Controlled by Persons of Color or Women. The Contractor agrees to complete the and forming a part hereof as Schedule "E" is a Questionnaire entitled Business Enterprises contracts and projects funded by all departments of the City and School District. Attached hereto participation of business enterprises owned and controlled by persons of color or women in the City and School District to use its best efforts to encourage, promote and increase the 23. **MWBE.** Pursuant to Article VIII of Chapter 13 of the Yonkers City Code, it is the goal of

subcontracting of work under this Agreement without the prior express written consent of the School District is void abinitio. Contractor shall cause its subcontractor(s), if any, to comply with the terms hereof. See also General Municipal Law §109.

29. Waiver. Failure of the School District to insist, in any one or more instances, upon strict performance of any term or condition herein contained shall not be deemed a waiver or relinquishment of such term or condition, but the same shall remain in full force and effect. Acceptance by the School District of any work or the payment of any fee or reimbursement due hereunder with knowledge of a breach of any term or condition hereof, shall not be deemed a waiver of any such breach and no waiver by the School District of any provision hereof shall be implied.

[no further text this page.]



By: [Signature]
Name: Nancy Prose
Title: Controller
Date: 6/27/16
Sworn to before me this 27 day of June 2016.
Notary Public K Putnam

ZEBU COMPLIANCE SOLUTIONS,
INC.

[Signature]
Yonkers Associate Corporation Counsel

APPROVED AS TO FORM

By: [Signature]
Name: Dr. Edwin Quezada
Title: Superintendent &c
Date: 7/28/16
By: [Signature]
Name: Rev. Steve Lopez
Title: President
Date: 7/28/16

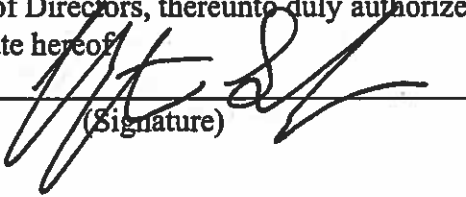
SCHOOL DISTRICT

30. Enforceability. This Agreement 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.

IN WITNESS WHEREOF, the School District and the Contractor have caused this Agreement to be executed.

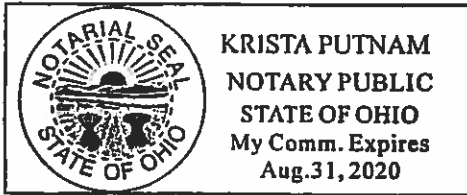
CERTIFICATE OF AUTHORITY
(CORPORATION)


I, Christopher Schuyler, (Officer other than officer signing contract) certify that I am the Secretary of Zebu Compliance Solutions, Inc. 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 agreement; that Nancy Prose, who signed said agreement on behalf of Zebu Compliance Solutions, Inc. was, at the time of execution Treasurer of the Corporation and that said agreement 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


(Signature)

STATE OF OHIO)
) ss.:
COUNTY OF SCIOTO)

On the 27 day of June in the year 2016 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.





Notary Public
Date

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 Medicaid, Medicare, 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.

If the employer is self-insured for Worker's Compensation, he/she should present a certificate of from the New York State Worker's Compensation Board evidencing that fact (Either SI-12, Certificate of

Permits/Licenses/Contracts to see instruction manual).
download at: www.wcb.state.ny.us (click on Employers/Businesses, then Business

Disability Benefits Policy, or both, the employer must complete NYS form CE-200, available to
Where an applicant claims to not be required to carry either a Workers' Compensation Policy or

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

contract specifications):

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

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

insured hereunder, is the greater of the limits set forth herein or under the policy holder's limits.
acknowledged and agreed that the limits of the School District/the City's coverage, as an additional
payable to and adjusted with the School District or the City as the Corporation Counsel may direct. It is
contractual obligations of this Contractor concerning indemnification. All property losses shall be made
Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the
maintenance of any required insurance, shall not relieve this Contractor from any liability under the
discontinued or terminated. Failure of this Contractor to take out, maintain, or the taking out or

and maintain such insurance, the Agreement, at the election of the City, may be declared suspended,
Yonkers for approval and submit a certificate thereof. Upon failure of this Contractor to furnish, deliver
City, promptly obtain a new policy, submit the same to the Office of Corporation Counsel of the City of
unsatisfactory to the School District or the City, this Contractor shall upon notice to that effect from the
District or the City, as to form or substance, or if a company issuing any such policy shall be or become
If at any time any of the policies required herein shall be or become unsatisfactory to the School

1. Prior to commencing work, this Contractor shall obtain at its own cost and expense the
required insurance from insurance companies, 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.

Schedule "C"
STANDARD INSURANCE PROVISIONS
(Contractor)

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.

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 \$1,000,000 or a combined single limit of \$3,000,000, in a form satisfactory to the School District and/or the City of Yonkers.

(e)

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

(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.

SCHEDULE "D"
Parents' Bill of Rights

INTENTIONALLY EXCLUDED

SCHEDULE "E"

Questionnaire Regarding Business Enterprises Owned and Controlled by Persons of Color or Women

As part of the City's desire to encourage the meaningful and significant participation of business enterprises owned and controlled by persons of color or women in City contracts, and in furtherance of Article VIII of Chapter 13 of the City Code, completion of this form is required.

The term persons of color means a United States citizen or permanent resident alien who is and can demonstrate membership of one of the following groups: (a) Black persons having origins in any of the Black African racial groups; (b) Hispanic persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American descent of either Indian or Hispanic origin regardless of race; (c) Native American or Alaskan native persons having origins in any of the original peoples of North America; or (d) Asian or Pacific Islander persons having origins in any of the Far East countries, South East Asia, the Indian sub-continent or the Pacific Islands.

An enterprise owned and controlled by persons of color or women means a business enterprise including a sole proprietorship, limited liability partnership, partnership, limited liability corporation or corporation that is (a) at least 51% owned by one or more persons of color or women; (b) an enterprise in which such ownership by persons of color or women is real, substantial and continuing; (c) an enterprise in which such ownership interest by persons of color or women has and exercises the authority to control and operate, independently, the day-to-day business decisions of the enterprise; and (d) an enterprise authorized to do business in this state which is independently owned and operated.

In addition, a business enterprise owned and controlled by persons of color or women shall be deemed to include any business enterprise certified as an MBE or WBE pursuant to article 15-a of the New York State Executive Law and implementing regulations, 9 NYCRR subtitle N Part 540 et seq., or as a small disadvantaged business concern pursuant to the Small Business Act, 15 U.S.C. 631 et seq., and the relevant provisions of the Code of Federal Regulations as amended.

1. Are you a business enterprise which is owned and controlled by persons of color or women in accordance with the standards listed above?

- No
- Yes (as a business owned and controlled by persons of color)
- Yes (as a business owned and controlled by women)

2. Are you certified with the State of New York as a minority business enterprise ("MBE") or a women business enterprise ("WBE")?

- No - Certified with State of Ohio
- Yes (as a MBE)
- Yes (as a WBE)

If yes, official documentation of such certification must be attached hereto.

3. If you are a business owned and controlled by persons of color, please specify the minority classifications which apply:

4. If you are certified with the State of New York as an MBE, please specify the minority classifications which apply:

5. Are you certified with the Federal Government as a small disadvantaged business concern?

- Yes
- No

6. Name of Firm/Business Enterprise: Zebu Compliance Solutions, Inc.

Address: 609 2nd Street, Suite 2, Portsmouth, OH 45662

Completed By (Print Name/Title): Nancy Prose/Controller/HR Director

Nancy Prose

Signature:

SCHEDULE "G"
CONTRACTOR DISCLOSURE FORM

Instructions: The Contractor Disclosure Form has been developed to collect information from contractors who wish to do business with the City of Yonkers and the Yonkers Public Schools, to ensure that the City of Yonkers and the Yonkers Public Schools are in compliance with all local, county, state and federal mandates.

1. Every Contractor submitting a bid or proposal must complete and return a Contractor's Disclosure Form.
2. The Contractor's Disclosure Form must be complete and notarized. Failure to complete all parts of the Contractor's Disclosure Form will make a bid non-responsive and not eligible for award consideration.
3. In the event the Contractor is a joint venture, the joint venture and each of the joint venture partners must submit a complete Contractor's Disclosure Form.
3. If the Contractor is fully or partially owned by one or more corporations, each Corporation must submit a complete Contractor's Disclosure Form.
4. This Contractor's Disclosure Form need only be filed with the City Clerk's Office, with a copy to Bureau of Purchasing, when submitting a bid for the first time in which this form is required. Any future bid or proposal submitted by the Contractor need only reference its previous submittal, the specification/contract number and the date the form was submitted.
5. Any changes in organizational structure, ownership, ethics compliance or any other material change of the Contractor shall require submission of an amended form within ten (10) working days of the change which shall be submitted to the Yonkers Public Schools, with a copy to the Bureau of Purchasing, citing the contract name/number, if applicable.
7. Providing any false, incomplete or inaccurate information in the Contractor's Disclosure Form will make a bid non-responsive and not eligible for award consideration and may result in fines, penalties and/or debarment from bidding on contracts for a period of up to three (3) years.
8. A contractor shall not perform any work whatsoever without first having submitted a Disclosure Form.

Bid Name/Specifications: full service solution to the School District's exclusion screening and license monitoring needs

Contractor Name: Zebu Compliance Solutions

Contractor Address: 609 Second Street, Suite 2

City: Portsmouth **State:** OH **Zip Code:** 45662

List of all other Addresses of Contractor: n/a

(Assumed Name, if any): n/a

Contact Person: Nancy Prose

Contractor Telephone No: (888)395-9029 or (740)355-9029

Contractor Fax No.: (888)595-1170 or (740)354-1170

Email Address: accounting@gracieplum99.com

Federal Employer I.D. # or Social Security #: 47-1010418

Supplier is a certified Minority/Women Business Enterprise: MBE ___ WBE X Neither ___

A. DISCLOSURE OF OWNERSHIP INTEREST
 All Contractors shall provide the following information with their bid or proposal. If the question is not applicable, answer with "NA." If the answer is none, please answer "none."

Supplier is a (check one): (x) For Profit Corporation
 () Sole Proprietor/Consultant
 () Partnership
 () Limited Liability Company
 () Other: _____
 () Joint Venture

SECTION I. FOR PROFIT CORPORATIONS

a. Incorporated in the State of Ohio

b. Corporation in good standing: Yes (x) No ()

c. Authorized to do business in the State of New York: Yes (x) No ()

d. List below the names of all Directors and Officers of corporation (or Attach List):
 Name (Print or Type) Title (Print or Type) Address

Francesca Hartop	CEO	609 Second Street, Apt A, Portsmouth OH 45662
Nancy Prose	Treasurer	2930 Brookwood Dr, Portsmouth, OH 45662
Christopher Schuyler	Secretary	486 Copeland Road, Waverly, OH 45690

e. If the corporation has fewer than 100 shareholders indicate below or attach a list of names and addresses of all shareholders and the percentage interest of each.
 Name (Print or Type) Address Ownership Interest

Francesca Hartop 609 Second Street, Apt A, Portsmouth OH 45662 100%

f. Is the corporation owned partially or completely by one or more other corporations? YES (x) NO (). If "Yes", provide the above information, as applicable, for each of said corporations.
 Name (Print or Type) Address Federal Employee ID# Ownership Interest

Gracie Plum Investments 609 2nd Street, Suite 2, Portsmouth, OH 45662 31-1639114 100%

SECTION 2. PARTNERSHIPS / LIMITED LIABILITY COMPANIES - N/A

a. If the Contractor is a partnership or limited liability company indicate, or attach list, the name, address and ownership interest of each partner or member. Please identify the general partners for limited partnerships and managing members for limited liability companies.

Name (Print or Type)	Address	Ownership Interest
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SECTION 3. JOINT VENTURES - N/A

a. If the Contractor is a joint venture indicate the name, address and ownership interest of each partner. Please attach a copy of the fully executed joint venture agreement.

Name (Print or Type)	Address	Ownership Interest
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SECTION 4. SOLE PROPRIETORSHIPS / CONSULTANTS - N/A

a. If the Contractor is a sole proprietor/consultant, is the Contractor acting in any representative capacity on behalf of any beneficiary? YES { } NO { }.

If "YES" complete items b and c of this Section.

b. If the sole proprietorship is held by an agent(s) or a nominee(s), indicate the name, address of the principal(s) for the agent or nominee holding such interest.

Name(s) of Principal(s) (Print or Type)	Address
---	---------

Name (Print or Type) Address Ownership Interest

If the Contractor is a land trust, business trust, estate or other similar commercial or legal entity, indicate the name, address and ownership interest of any representative or entity holding legal title as well as each beneficiary in whose behalf title is held. -N/A

SECTION 6. LAND TRUSTS, BUSINESS TRUST, ESTATES & OTHER ENTITIES

Name (Print or Type) Title (Print or Type) Address

d. List below the names of all Directors and Officers of corporation (or Attach List):

c. Is corporation a 501(c) 3 organization? Yes () No ()

b. Authorized to do business in the State of New York: Yes () No ()

a. Incorporated in the State of _____

SECTION 5. NOT-FOR-PROFIT CORPORATIONS - N/A

Name(s) of Principal(s) (Print or Type) Address Relationship

c. If the interest of a spouse or any party is constructively controlled by another person or legal entity indicate the name, address of such person or entity processing such control and the relationship under which such control is being or may be exercised:

B. ETHICS CODE

The Contractor acknowledges that it is familiar with the City of Yonkers Code of Ethics (City Charter Article IA), as amended from time to time.

X 1. To its knowledge, the Contractor is in compliance.

_____ 2. To its knowledge, the Contractor is not in compliance.

Does any individual who is required to be identified (in Part A, Sections 1 through 6 of this form) have any family member (or member of his or her household) who is a present or former employee of the City of Yonkers or a current or former member of the Yonkers City Council? Yes _____ NO X .

If "Yes," please provide the name of such person, and explain briefly the relationship and the circumstances below:

C. DISCLOSURE OF RETAINED PARTIES - N/A

A. Definitions and Disclosure Requirements

1. For purposes of this section, "Contractor" means a person or entity who within the past five years has had a Contract or purchase order with the City.

2. Every Contract and/or purchase order must be accompanied by a disclosure statement providing certain information about attorneys, lobbyists, accountants, consultants, subcontractors and other persons whom the Contractor has retained or expects to retain with respect to the Contract or purchase order. In particular, the Contractor must disclose the name of each person, business address, the nature of the relationship, and the amount of fees paid or estimated to be paid. For purposes of this section, "Lobbyist" means any person (a) who for compensation or on behalf of another person undertakes to influence any legislative or administrative action, or (b) any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action.

3. The Contractor is not required to disclose the identity of employees who are paid solely through the Contractor's regular payroll.

B. Disclosure

1. EACH AND EVERY attorney, lobbyist, accountant, consultant, subcontractor, or other person retained or anticipated to be retained by the Contractor with respect to or in connection with the Contract or purchase order should be listed below (attach additional pages if necessary):

Name	Business Relationship	Address	FEIN#
------	-----------------------	---------	-------

4. In the past five years has the Contractor or Controlling Person(s) rendered goods or performed services for any other governmental agency? YES X NO
If "Yes", please list the agency, date and nature of goods rendered or services performed.

3. Has the Contractor or Controlling Person(s) previously performed work for the City? YES NO X
If "Yes", please list the date and nature of goods or services provided to the City.

2. Does the Contractor or Controlling Person(s) own any property within the City of Yonkers? YES NO X
If "Yes," please list the address of each property.

YEI Healthcare Corporation - split out to separate corporation 6/24/2014 and name changed to Zebu Compliance Solutions, Inc. on 2/24/2016
YEI Corporation - owned trade name YEI Healthcare Corporation starting 5/21/2013
Yost Engineering Inc. - business opened 2/26/1999, name changed to YEI Corporation 5/21/2013

If "Yes", list the name(s) used, description of the business, current status of the business, and years under current ownership.
YES X NO

1. In the past five years, has the Contractor or Controlling Person(s) existed or operated a business under another name?
If the answer to any of the following questions is "Yes", please indicate the responding party as either the Contractor or Controlling Person(s).

For purposes of this section, "Controlling Person" means an affiliated entity or person who is a director, officer, partner, managing member, proprietor, owner of 10% or more of voting shares, or any other individual that participates in the policy making, financial decisions or directs operations of the Contractor.

D. WORK RELATED DISCLOSURE

IF SUCH PERSONS ARE RETAINED, THE CONTRACTOR IS REQUIRED TO FILE AN AMENDMENT TO THIS CONTRACTOR'S DISCLOSURE FORM.

CHECK HERE IF NO SUCH PERSONS HAVE BEEN RETAINED OR ARE ANTICIPATED TO BE RETAINED: _____

2. This Disclosure relates to the following Contract/purchase order: _____

-ARC Columbia County	11/19/10 - Present	EPStaffCheck (Exclusion Software)
-Orleans County of New York	11/03/10 - Present	EPStaffCheck (Exclusion Software)
-Ulster County	02/23/12 - Present	EPStaffCheck (Exclusion Software)
-Hawaii Health Systems	08/31/12 - Present	EPStaffCheck (Exclusion Software)
-Stony Brook University Hospital	09/12/13 - Present	EPStaffCheck Concierge Service
-Western Reserve Area Agency on Aging	07/25/14 - Present	EPStaffCheck Concierge Service
-Area Agency on Aging 11, Inc.	08/26/14 - Present	EPStaffCheck Concierge Service
-County of Butte	10/20/14 - Present	EPStaffCheck (Exclusion Software)
-Direction Home - Akron Canton Area Agency on Aging	12/01/14 - Present	EPStaffCheck Concierge Service
-Boone County Hospital	03/15/16 - Present	EPStaffCheck (Exclusion Software)
-Imperial County California	04/21/16 - Present	EPStaffCheck (Exclusion Software)

5. Pursuant to Executive Order No 6-2013, "delinquent Contractors shall not be deemed responsible bidders for purposes of awarding contract. It is the policy of the City of Yonkers to disqualify persons or business entities which are delinquent in financial obligations to the City or its affiliated agencies, boards or commissions from participating in City contracts and business opportunities." Is the Contractor currently delinquent in its financial obligations to the City or its affiliated agencies, boards or commissioners? YES _____ NO X
If "Yes", please attach explanation.

6. In the past five years, have consequential, liquidated or special damages been assessed against the Contractor or Controlling Person(s) upon completion of any governmental agency contracts? YES ___ NO X ___
If "Yes", please attach explanation.

7. In the past five years, has the Contractor or Controlling Person(s) defaulted on any indebtedness, judgment, or other financial obligation? YES ___ NO X ___
If "Yes", please attach explanation.

8. In the past five years, has the Contractor or Controlling Person(s) been a defendant in a criminal action, or been a party in litigation, or subject to a lien, claim, demand, or judgment, or filed a petition for bankruptcy or reorganization?
YES ___ NO X ___
If "Yes", please attach explanation and cite caption, case/docket number and disposition.

Business entities are affiliated if, directly or indirectly, one controls or has the power to control the other or if a third person controls or has the power to control both entities. Indicia of control include without limitation: interlocking management or ownership identity of interests among family members; shared facilities and equipment; common use of employees; or organization of another business entity using substantially the same management, ownership or principals as the first entity.

9. In the past five years, has the Contractor or Controlling Person(s) been sued for failing to pay subcontractors for work performed? YES NO If "Yes", please attach explanation and cite caption, case/docket number and disposition.

10. The Contractor has coverage under or is able to obtain the following insurance policies, as applicable to perform work for the City: workers' compensation and employers' liability insurance, commercial general liability insurance, automobile liability insurance, professional liability insurance, and umbrella/excess liability insurance. YES NO If "NO", please attach explanation.

If the Contractor is a construction contractor, please complete the following questions: N/A
11. In the past five years, has the Contractor or Controlling Person(s) been investigated or found in violation of Federal, State or Local safety or sanitary laws? YES NO If "Yes", please attach all violations and state whether the violations caused injuries.

12. In the past five years, has the Contractor or Controlling Person(s) been investigated or found in noncompliance of the State of New York prevailing wage requirements? YES NO If "Yes", please attach explanation.

13. In the past five years, has the Contractor or Controlling Person(s) been investigated or found in violation of Federal, State or Local Environmental laws or regulations? YES NO If "Yes", please attach explanation.

14. In the past five years, has the Contractor or Controlling Person(s) been involved in a work related accident, including but not limited to automobiles used in the course of business? YES NO

If "Yes", please attach explanation.

E. CONTRACTOR CERTIFICATION

A. Contractor

The Contractor certifies that the following is true and correct:

1. The Contractor or any subcontractor to be used in the performance of a Contract or purchase order, or any affiliated entity of the Contractor or any such subcontractor, or any responsible official thereof, or any other official, agent or employee of the Contractor, or any such subcontractor of any such affiliated entity, acting pursuant to the direction or authorization of a responsible official thereof has not, during the period of five years prior to the date of execution of this Contractor's Disclosure Form, or if a subcontractor's affiliated entity during a period of five years prior to the date of award of the subcontract:

- a. Bribe or attempted to bribe, or been convicted of bribery or attempting to bribe a public officer or employee of the City of Yonkers, the State of New York, any agency of the federal government or any state or local government in the United States (if an officer or employee, in that officer's or employee's official capacity); or
- b. Agreed or colluded, or convicted of agreeing or colluding with, between or among bidders or prospective bidders in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
- c. Made an admission of guilt of such conduct described in Section I(a) and (b) above, which is a matter of record but has not been prosecuted for such conduct.

B. Subcontractor

The Contractor certifies that the following is true and correct:

1. The Contractor has obtained from all subcontractors to be used in the performance of the Contract, known by the Contractor at this time, certifications in form and substance equal to Section G (A) above. Based on such certification(s) and any other information known or obtained by the Contractor, the Contractor is not aware of any such subcontractor, subcontractor's affiliated entity, or any agent, partner, employee or officer of such subcontractor or subcontractor's affiliated entity having engaged in or been convicted of: (a) any of the conduct described in Section G (A) (1) (a) or (b) or (c) above.

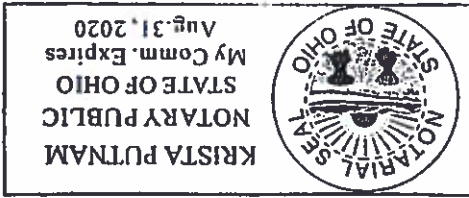
C. Certification Regarding Suspension and Debarment

1. The Contractor certifies to the best of its knowledge and belief, that it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from any Federal, State or Local department or agency, or the City;
- b. Have not within a five year period preceding the Contract been convicted of or had a civil judgment rendered against them for: the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, Local) transaction or contract under a public transaction; a violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, Local) with commission of any of the offenses enumerated in Section G (C) (1) (b) above; and
- d. Have not within a five year period preceding the Contract had one or more public transactions (Federal, State, and Local) terminated for cause or default.

2. If any subcontractors are to be used in the performance of the Contract, Contractor shall cause such subcontractors to certify as to Section G (C) (1) of this Contractor's Disclosure Form.

D. Anti-Collusion



Notary Public Signature

K Putnam

My commission expires:

of June, 2016

Signed and sworn to before me this 27 day

County of Scioto

State of Ohio

Date

6-26-16

Title

Controller

Name of Authorized Officer (Print or Type)

Nancy Rose

Signature of Authorized Officer

[Handwritten Signature]

Disclosure Form.

Under penalty of perjury, I certify that I am authorized to execute this Contractor's Disclosure Form on behalf of the Contractor set forth on page 1, that I have personal knowledge of all the certifications made herein and that the same are true. Furthermore, that I have examined this Contractor's Disclosure Form and the answers are true and correct. I have not knowingly omitted any information requested. I understand that records and documents may be requested by the City to verify the information provided in this Contractor's Disclosure Form. I understand that providing any false, incomplete or inaccurate information in this Contractor's Disclosure Form shall make a bid non-responsive and not eligible for award consideration and may result in fines, penalties and/or debarment from bidding on Contracts for a period of up to three years. I understand that providing any false, incomplete or inaccurate information constitutes an event of default under the Contract and may result in termination of the Contract. I understand and agree to pay all costs, fees, expenses, including attorney fees, in connection with any legal action or criminal prosecution as a result of providing false, incomplete or inaccurate information in this Contractor's Disclosure Form.

ATTESTATION CLAUSE

The above certifications shall become part of any Contract awarded to the Contractor or entered into during the year that this Contractor's Disclosure Form is in effect. Further, the Contractor shall comply with these certifications during the term or performance of any Contract awarded to the Contractor, and any extension thereof.

INCORPORATION INTO CONTRACT DOCUMENT

The Contractor, its agents, officers or employees have not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this Contractor's Disclosure Form.

SCHEDULE "G"
CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT

As a result of the Iran Divestment Act of 2012 (the "Act"), Chapter 1 of the 2012 Laws of New York, a new provision has been added to State Finance Law (SFL) § 165-a and New York General Municipal Law § 103-g, both effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law) (the "Prohibited Entities List"). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act's effective date at which time it will be posted on the OGS website.

By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Contractor, any person signing on behalf of any Bidder/Contractor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the OGS website, that to the best of its knowledge and belief, that each Bidder/Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to SFL § 165-a(3)(b).

Additionally, Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS Website, any Bidder/Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the City of Yonkers receive information that a Bidder/Contractor is in violation of the above-referenced certification, the City will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the City shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor in default.

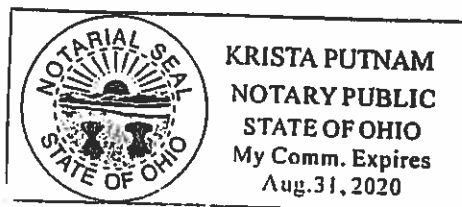
The City reserves the right to reject any bid or request for assignment for a Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a contract and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a contract and subsequently appears on the Prohibited Entities List.

I, Nancy Prose, being duly sworn, deposes and says that he/she is the Treasurer of the Zetu Compliance Solutions Corporation and that neither the Bidder/Contractor nor any proposed subcontractor is identified on the Prohibited Entities List.


SIGNED

SWORN to before me this 27 day
of June, 2016

K Putnam





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/14/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF LIABILITY INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsements.

PRODUCER
 State Farm
 Jeff Smith Insurance Agency Inc
 1627 11th Street
 Portsmouth, OH 45662

INSURED
 Grade Plum Investments Inc
 609 2nd Street Suite 2
 Portsmouth, OH 45662

CONTACT
 NAME: Melanie Smalley
 PHONE: 740-354-7747
 FAX: 740-878-9432
 E-MAIL: melanie.smalley.k1m7@statefarm.com
 ADDRESS: melanie.smalley.k1m7@statefarm.com

INSURER(S) AFFORDING COVERAGE
 NAIC #
 INSURER A: State Farm Fire and Casualty Company 25143
 INSURER B:
 INSURER C:
 INSURER D:
 INSURER E:
 INSURER F:

COVERAGES
 THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

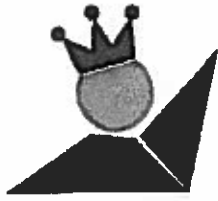
INSR	LTN	TYPE OF INSURANCE	ADOL	INSOL	INSOL WND	POLICY NUMBER	POLICY EFF	POLICY EXP	REVISION NUMBER:
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				95-C0-G492-1	04/06/2016	04/08/2017	1,000,000
		<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY							
		OWNED AUTOS ONLY							
		HIRED AUTOS ONLY							
		NONOWNED AUTOS ONLY							
		<input checked="" type="checkbox"/> UMBRELLA LIAB							
		EXCESS LIAB							
		CLAIMS-MADE							
		RETENTION \$							
		WORKERS COMPENSATION AND EMPLOYERS LIABILITY							
		ANY OPERATOR/PARTNER/EXECUTIVE OFFICER/EMBER EXCLUDED? (mandatory in NH)							
		Y/N							
		DESCRIPTION OF OPERATIONS below							
		E.L. DISEASE - EA EMPLOYEE \$							
		E.L. DISEASE - POLICY LIMIT \$							
		E.L. EACH ACCIDENT \$							
		PER STATUTE							
		OTHER							
		AGGREGATE \$							
		EACH OCCURRENCE \$							
		PROPERTY DAMAGE (per accident)							
		BOODY INJURY (Per person)							
		BOODY INJURY (Per person)							
		COMBINED SINGLE LIMIT (Per accident)							
		GENERAL AGGREGATE \$							
		PRODUCTS - COMP/OP AGG \$							
		PERSONAL & ADV INJURY \$							
		MED EXP (Any one person) \$							
		DAMAGE TO RENTED PREMISES (Per occurrence) \$							
		EACH OCCURRENCE \$							
		LIMITS							

CERTIFICATE HOLDER
 Yonkers Public Schools - The Central Office Building
 Yonkers, NY 10701

Additional Insured:
 Yonkers Public Schools - The Central Office Building
 Yonkers, NY 10701

AUTHORIZED REPRESENTATIVE
 Melanie M. Smalley

CANCELLATION
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.



EPStaffCheck™

Concierge

Full service verification with a dedicated exclusion and licensing compliance associate™

CLIENT AGREEMENT

Contact Information

Date: 7/26/16

Organization: Yonkers Board of Education

Phone: (914) 376-8082

Contact Name: Josiah Svirulich

Title: Medical Compliance Officer

E-mail: JSvirulich@Yonkerspublicschools.org

Fax: (914) 376-8065

Address: One Lockin Center

City Yonkers State Ny Zip 10701

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
Additional Options:		
Each Standard State Sanction/Disciplinary Database(s) (list):	\$14.99/month*	
Each Concierge Exclusive State Sanction/Disciplinary Database(s) (list):	\$20.83/month*	
Each Standard Licensing/Verification Databases (list):	\$23.00/month*	
Each Concierge Exclusive Licensing/Verification Database(s) (list):	\$31.74/month*	
TOTAL:		

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

US Results Only Option. Check here if you employ/contract/sub-contract only with individuals/entities lawfully residing/operating in the United States. This prevents unnecessary primary and secondary screening of non-US based individuals/entities.



LICENSE AGREEMENT

Contract Minimums and Deposit

The service cost for EPStaffCheck Concierge shall be the greater of \$79/month 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.

Term

The Initial Term of this Agreement is twelve months from the Effective Date. This Agreement will automatically renew at the then-current rates for 1-year terms until terminated by either party.

Cancellation Policy

Either party may terminate this Agreement after the Initial Term by providing 90 days written notice to the other party, except that Zebu may terminate this Agreement with 30 days written notice if Client fails to comply with all provisions of this License, including payment for service. Early termination by Client will result in forfeiture of any discounts or pre-payments and cancellation fees equal to 90 days of service fees based on the average monthly service fees for the prior six month period.

Zebu Indemnification

Zebu specifically agrees to indemnify, defend and hold harmless Client, and its directors, officers, employees, contractors, and agents, from and against any and all losses, liabilities, judgments, awards, and costs including legal fees and expenses, arising out of or related to any claim that the Client's use or possession of EPStaffCheck Concierge service data, and/or components infringes or violates a copyright, patent, trade secret, or other proprietary right of any third party, or any claim arising from the negligent, reckless, or intentional acts or omissions of Zebu, its employees, agents, or subcontractors, or the negligent design or maintenance of EPStaffCheck Concierge; Zebu shall defend and settle at its sole expense all suits or proceedings arising out of the foregoing. In all events, Client shall have the right to participate in the defense of any such action through counsel of its own choosing. In the event that EPStaffCheck Concierge and/or any component is held to infringe a proprietary right of any third party, Zebu shall either procure for Client the right to continue to use EPStaffCheck Concierge and/or the component, or modify EPStaffCheck Concierge so that it becomes non-infringing. Any such modification will maintain the minimum functional characteristics of the original EPStaffCheck Concierge. If none of the alternatives for making EPStaffCheck Concierge and/or components non-infringing are available to Zebu, Zebu shall refund to Client any unearned license fees and accept a return or cancellation of EPStaffCheck Concierge service.

Client Indemnification

Zebu will act as the designated agent for Client and after any disclosable results are provided, Zebu's obligations to client in regards to the disclosable result will cease. Client specifically agrees to indemnify, defend and hold harmless Zebu, and its directors, officers, employees, contractors, and agents, from and against any and all losses, liabilities, judgments, awards, and costs including legal fees and expenses, arising out of or related to

- Any claim that Zebu's use or possession of the information provided by Client or other Client property infringes or violates a copyright, patent, trade secret, or other proprietary right of any third party;
- Any claim arising from the negligent, reckless, or intentional acts or omissions of Client, its employees, agents, or subcontractors, or the negligent transmission of required information;
- Any claim arising from a breach by Client or any of its obligations under this Agreement;
- Any claim arising from the missing, incorrect, invalid, or otherwise mistaken name or sanction information contained in any source database;
- Any employment, contractual, or other claim for damages, restitution, or other compensation or injunction derived from actions of Client based on EPStaffCheck Concierge results;
- Any action, penalty, fine, or other claim by a governmental agency or other third party that arises from an error on the part of Client.

Client shall defend and settle at its sole expense all suits or proceedings arising out of the foregoing, provided however, that no settlement that includes the provision or use of EPStaffCheck Concierge, shall be made without Zebu's prior written consent. In all events, Zebu shall have the right to participate in the defense of any such action through counsel of its own choosing. In no event shall Zebu's liability to Client arising out of or in connection with this agreement exceed, in the aggregate, the total fees paid or payable by Client to Zebu.

Confidential Information

Zebu shall treat all data and information provided by Client through use of the service as confidential, and shall not rent, sell, lease, or otherwise share such information with third parties except as required by law. Client agrees not to sublicense, assign or transfer this license to any party. Any attempt to sublicense, assign or transfer any of the rights, duties or obligations is void and shall immediately terminate this Agreement.

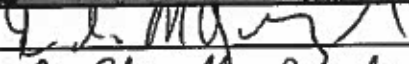
Copyrights and Trademarks

Client acknowledges that EPStaffCheck Concierge service and technologies therein, as well as any other information or materials made available to Client by Zebu are valuable assets, trade secrets and/or copyrighted material. Client agrees to ensure that neither Client nor any of its employees, agents or any other persons, disclose, divulge or make available, any system data, technologies, processes, documentation or information with respect thereto, to any person or other entity, without Zebu's prior written consent.

Warranty

Due to its reliance on third-party and/or governmental sources of data, Zebu does not warrant that the data obtained will meet Client requirements or that the operation of EPStaffCheck Concierge will be uninterrupted or without error. Client acknowledges and agrees that Zebu has no control over, and is not responsible for, the data output generated from the source databases. Notwithstanding the preceding sentence, Zebu warrants that it will exercise commercially reasonable due diligence in maintaining EPStaffCheck Concierge service and its connections with all involved databases. This Agreement will be governed by the laws of the State of Ohio. Should any provision of this Agreement be declared unenforceable in any jurisdiction, then such provision will be deemed to be severable from this Agreement, and not affect the remainder hereof. Signature on this Agreement is acknowledgment that Client has read this Agreement, understands it and agrees to the terms and conditions described within this Agreement.

Should you have any questions concerning this agreement, you may contact Zebu by writing to the following address: Zebu Compliance Solutions, 609 Second Street, Suite 2, Portsmouth, OH 45662.

Agreement by Client	
Signature: 	Title: <i>Superintendent</i>
Printed Name: <i>Dr. Edwin M. Quizada</i> BG	Date: <i>7/26/16</i>

Agreement by Zebu Compliance Solutions	
Signature:	Title:
Printed Name:	Date:

UPTIME GUARANTEE

Zebu warrants that web applications maintained by Zebu will meet or exceed a 98.5% uptime. This uptime guarantee applies only to servers under Zebu control. No guarantee is offered for Licensee's internet connectivity, or for regional internet outages or backbone carrier failures or general failures of the internet infrastructure. Zebu shall use its best efforts to provide alternative service delivery methods in the event of an extended generalized infrastructure failure.



