Contract ID#: CQTR16000002

Department: Treasurer

E-281-16

Contract Details

SERVICE Debt Collection Services – Emergency Ambulance Billings

NIFS ID #: CQTR16000002 NIFS Entry Date: 9/27/16 Term: from 10/1/16 to 9/30/19

New ☒ Renewal ☐	
Amendment ☐	
Time Extension ☐	
Addl. Funds ☐	
Blanket Resolution ☐ RES# _____	

1) Mandated Program:	Yes ☐	No ☒
2) Comptroller Approval Form Attached:	Yes ☒	No ☐
3) CSEA Agreement § 32 Compliance Attached:	Yes ☐	No ☒
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes ☒	No ☐
5) Insurance Required	Yes ☒	No ☐

Agency Information

Vendor	
Name Capital Resource Management, Inc.	Vendor ID# 45-1544888
Address 2005 Merrick Road, Suite 116 Merrick, NY 11566	Contact Person Laura Lowenstein, Esq.
	Phone 516-442-4045

County Department
Department Contact Beaumont A. Jefferson, County Treas.
Address 1 West Street Mineola, NY 11501
Phone 516-571-2090

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE Appr'd & Fw'd.	SIGNATURE	Leg. Approval Required
	Department	*NIFS Entry (Dept)* *NIFS Appvl (Dept. Head)* ☑ *Contractor Registered* ☑		Beaumont Jefferson	
11/01/16	OMB	*NIFS Approval (Contractor Registered)* ☑	11/04/16		Yes ☑ No ☐ Not required if blanket resolution
11/15/16	County Attorney	*CA RE & Insurance Verification* ☑	11/15/16		
11/21/16	County Attorney	*CA Approval as to form* ☑	11/21/16	Pat R. Dwyer	Yes ☑ No ☐
	Legislative Affairs	*Fw'd Original Contract to CA* ☐			
	County Attorney	*NIFS Approval* ☐			
	Comptroller	*NIFS Approval* ☐			
	County Executive	*Notarization* ☐ *Filed with Clerk of the Leg.* ☐			

PR5254 (1/06)

Contract ID#: CQTR16000002

Department: Treasurer

Contract Summary

Description: Three-year contract for debt collection services; emergency ambulance billings only.

Purpose: Capital Resource Management, Inc. ("CRM") was selected to be the County's vendor for debt collection services for emergency ambulance billings.

Method of Procurement: A Request for Proposals ("RFP") was published in *Newsday* and posted on the County website. RFP # TR0112-1602.

Procurement History: This is a new contract that was awarded after a formal RFP process. Three contractors were granted the opportunity to make presentations to the Selection Committee. The Selection Committee evaluated and scored the three contractors and determined that CRM best met the selection criteria of the RFP, concerning collection of emergency ambulance billings. The Selection Committee also reviewed a Best and Final Offer ("BAFO") submitted by two of the contractors; the third contractor did not respond to our BAFO request.

Description of General Provisions: The services to be provided under this Agreement by the Contractor and the attorney selected by it and approved by the County Attorney shall consist of debt collection services and litigation services associated therewith relating to the collection of emergency ambulance billings. Specifically, the collection of debts and receivables and litigation of claims and judgments (collectively referred to as "Cases") and related services, including but not limited to skip tracing and asset location. Cases referred to the Contractor shall include, without limitation, claims for the non-payment of the collection of emergency ambulance billings.

Impact on Funding / Price Analysis: Payment is on a contingency basis. The amount to be paid to the contractor as full consideration of the contractor's services under this Agreement shall be twenty-three percent (23%) of the gross amount collected by contractor on consumer / commercial claims referred by the County; and (ii) twenty-three Percent (23%) of the gross amount recovered by the contractor on secondary placement claims referred by the County; (iii) twenty-four percent (24%) of the gross amount collected plus enforcement costs for judgment enforcement claims referred by the County; and (iv) twenty-seven percent (27%) of the gross amount collected plus suit costs for legal / litigation claims.

Change in Contract from Prior Procurement: New contract.

Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	TR-10
Resp:	1100
Object:	DE500
Transaction:	

FUNDING SOURCE	AMOUNT
Revenue Contract ☐	XXXXXXX
County	$
Federal	$
State	$
Capital	$
Other	$
TOTAL	$

LINE	INDEX/OBJECT CODE	AMOUNT
1	TRGEN1100 / DE500	$100,000
2		$
3		$
4		$
5		$
6		$
	TOTAL	$100,000

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: Susan Landau **Date:** 9/27/16

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name
Name	Name	Date
Date 10/31/2016	Date	(For Office Use Only) E #:

PR5254 (1/06)

NIFA

Nassau County Interim Finance Authority

Contract Approval Request Form (As of January 1, 2015)

1. Vendor: Capital Resource Management, Inc.

2. Dollar amount requiring NIFA approval: $ 100,000

Amount to be encumbered: $ 100,000

This is a ✓ New Contract ___ Advisement ___ Amendment

If new contract - $ amount should be full amount of contract
If advisement – NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA
If amendment - $ amount should be full amount of amendment only

3. Contract Term: 10/1/16 - 9/30/19

Has work or services on this contract commenced? ___ Yes ✓ No

If yes, please explain: ___

4. Funding Source:

✓ General Fund (GEN)
___ Capital Improvement Fund (CAP)
___ Other

___ Grant Fund (GRT)
Federal % ___
State % ___
County % 100

Is the cash available for the full amount of the contract? ✓ Yes ___ No
If not, will it require a future borrowing? ___ Yes ___ No

Has the County Legislature approved the borrowing? ___ Yes ___ No ✓ N/A

Has NIFA approved the borrowing for this contract? ___ Yes ___ No ✓ N/A

5. Provide a brief description (4 to 5 sentences) of the item for which this approval is requested:

Capital Resource Management, Inc. was selected by formal RFP process to be the County's debt collection provider for emergency ambulance billing.

6. Has the item requested herein followed all proper procedures and thereby approved by the:

Nassau County Attorney as to form ___ Yes ___ No ___ N/A
Nassau County Committee and/or Legislature ___ Yes ___ No ___ N/A

Date of approval(s) and citation to the resolution where approval for this item was provided:

Not applicable at this time.

7. Identify all contracts (with dollar amounts) with this or an affiliated party within the prior 12 months:

None.

AUTHORIZATION

To the best of my knowledge, I hereby certify that the information contained in this Contract Approval Request Form and any additional information submitted in connection with this request is true and accurate and that all expenditures that will be made in reliance on this authorization are in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberations.

for R. D'Alleva

Signature | Title: Deputy Budget Director | Date: 11/4/2016

Marie B Worman

Print Name

COMPTROLLER'S OFFICE

To the best of my knowledge, I hereby certify that the information listed is true and accurate and is in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan.

Regarding funding, please check the correct response:

_____ I certify that the funds are available to be encumbered pending NIFA approval of this contract.

If this is a capital project:

_____ I certify that the bonding for this contract has been approved by NIFA.

_____ Budget is available and funds have been encumbered but the project requires NIFA bonding authorization

Signature | Title | Date

Print Name

NIFA

Amount being approved by NIFA: _____

Signature | Title | Date

Print Name

NOTE: All contract submissions MUST include the County's own routing slip, current NIFS printouts for all relevant accounts and relevant Nassau County Legislature communication documents and relevant supplemental information pertaining to the item requested herein.

NIFA Contract Approval Request Form MUST be filled out in its entirety before being submitted to NIFA for review.

NIFA reserves the right to request additional information as needed.

George Maragos
Comptroller

OFFICE OF THE COMPTROLLER
240 Old Country Road
Mineola, New York 11501

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.

CONTRACTOR NAME: **Capital Resource Management, Inc.**

CONTRACTOR ADDRESS: **2005 Merrick Road, Suite 116, Merrick, NY 11566**

FEDERAL TAX ID #: **45-1544888**

Instructions: **Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.**

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in_____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. ☑ The contractor was selected pursuant to a Request for Proposals.
The Contract was entered into after a written request for proposals was issued on January 20, 2016. Potential proposers were made aware of the availability of the RFP by advertisement in *Newsday*, posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on February 19, 2016. Five (5) proposals were received and evaluated. The Selection Committee consisted of five (5) people: 1) Beaumont Jefferson, County Treasurer; 2) Joe DeVito, OMB; Roseann D'Alleva, OMB; Kevin Walsh, Real Estate; and Natalie Bell, NC Police Dept. The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

III. ☐ This is a renewal, extension or amendment of an existing contract.
The contract was originally executed by Nassau County on _____[date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after_____
_____
_____ [describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.

☐ **A.** The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**

☐ **B.** The attached memorandum contains a detailed explanation as to the reason(s)why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.

☐ **A.** There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.

☐ **B.** The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).

☐ **C.** Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no._____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

☐ **D.** Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No. 928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

Instructions with respect to Sections VIII, IX and X: **All Departments must check the box for VIII. Then, check the box for either IX or X, as applicable.**

VIII. ☑ Participation of Minority Group Members and Women in Nassau County Contracts. The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit "EE" may be requested at any time, from time to time, by the Comptroller's Office prior to the approval of claim vouchers.

IX. ☑ Department MWBE responsibilities. To ensure compliance with MWBE requirements as outlined in Exhibit "EE", Department will require vendor to submit list of sub-contractor requirements prior to submission of the first claim voucher, for services under this contract being submitted to the Comptroller.

X. ☐ Vendor will not require any sub-contractors.

In addition, if this is a contract with an individual or with an entity that has only one or two employees: ☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No.* 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

Department Head Signature

10/27/2016

Date

NOTE: ***Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.***

RULES RESOLUTION NO. – 2016

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE OFFICE OF THE NASSAU COUNTY TREASURER, AND CAPITAL RESOURCE MANAGEMENT, INC.

WHEREAS, the County has negotiated a personal services agreement with Capital Resource Management, Inc. for debt collection services, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorize the County Executive to execute the agreement with Capital Resource Management, Inc.

COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator? If yes, to what campaign committee?

No

2. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

The undersigned further certifies and affirms that the contribution(s) to the campaign committees identified above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Vendor: Capital Resource Management, Inc.

Dated: 7/25/16

Signed: Laura L

Print Name: Laura Lowenstein

Title: President

Rev. 3-2016

COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

1. Name, address and telephone number of lobbyist(s)/lobbying organization. The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

N/A

2. List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

N/A

3. Name, address and telephone number of client(s) by whom, or on whose behalf, the lobbyist is retained, employed or designated:

N/A

4. Describe lobbying activity conducted, or to be conducted, in Nassau County, and identify client(s) for each activity listed. **See page 4 for a complete description of lobbying activities.**

N/A

5. The name of persons, organizations or governmental entities before whom the lobbyist expects to lobby:

N/A

6. If such lobbyist is retained or employed pursuant to a written agreement of retainer or employment, you must attach a copy of such document; and if agreement of retainer or employment is oral, attach a written statement of the substance thereof. If the written agreement of retainer or employment does not contain a signed authorization from the client by whom you have been authorized to lobby, separately attach such a written authorization from the client.

7. Has the lobbyist/lobbying organization or any of its corporate officers provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator? If yes, to what campaign committee?

N/A

I understand that copies of this form will be sent to the Nassau County Department of Information Technology ("IT") to be posted on the County's website.

I also understand that upon termination of retainer, employment or designation I must give written notice to the County Attorney within thirty (30) days of termination.

VERIFICATION: The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

The undersigned further certifies and affirms that the contribution(s) to the campaign committees listed above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Dated: 7/25/16

Signed:

Print Name: Laura Lowenstein

Title: President

The term <u>lobbying</u> shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

The term "lobbying" or "lobbying activities" <u>does not include</u>: Persons engaged in drafting legislation, rules, regulations or rates; persons advising clients and rendering opinions on proposed legislation, rules, regulations or rates, where such professional services are not otherwise connected with legislative or executive action on such legislation or administrative action on such rules, regulations or rates; newspapers and other periodicals and radio and television stations and owners and employees thereof, provided that their activities in connection with proposed legislation, rules, regulations or rates are limited to the publication or broadcast of news items, editorials or other comment, or paid advertisements; persons who participate as witnesses, attorneys or other representatives in public rule-making or rate-making proceedings of a County agency, with respect to all participation by such persons which is part of the public record thereof and all preparation by such persons for such participation; persons who attempt to influence a County agency in an adjudicatory proceeding, as defined by § 102 of the New York State Administrative Procedure Act.

APPENDIX D

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered and the answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name LAURA LOWENSTEIN

   Date of birth 09 / 28 / 1974

   Home address 2857 LINDENMERE DRIVE

   City/state/zip MERRICK, NY 11566

   Business address 2116 MERRICK AVE., SUITE 3002

   City/state/zip MERRICK, NY 11566

   Telephone 516-442-4045

   Other present address(es) _____

   City/state/zip _____

   Telephone _____

   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

   President 04 / 12 / 2011 Treasurer 04 / 12 / 2011

   Chairman of Board ___/___/___ Shareholder 04 / 12 / 2011

   Chief Exec. Officer 04 / 12 / 2011 Secretary 04 / 12 / 2011

   Chief Financial Officer ___/___/___ Partner ___/___/___

   Vice President ___/___/___ _____ ___/___/___

   (Other)

3. Do you have an equity interest in the business submitting the questionnaire?
   NO ___ YES X If Yes, provide details. 100% SHAREHOLDER OF CORPORATION

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? NO X YES ___ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? NO ___ YES X; If Yes, provide details.

   LAURA J. LOWENSTEIN & ASSOC., LLC, LAW FIRM

   LAURA LOWENSTEIN, MANAGING MEMBER, 100% OWNER.

APPENDIX D

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? NO X YES ___ If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.
Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

   a. Been debarred by any government agency from entering into contracts with that agency? NO X YES ___ If Yes, provide details for each such instance.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contract cancelled for cause? NO X YES ___ If Yes, provide details for each such instance.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? NO X YES ___ If Yes, provide details for each such instance.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? NO X YES ___ If Yes, provide details for each such instance.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)

   a) Is there any felony charge pending against you? NO X YES ___ If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? NO X YES ___ If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? NO X YES ___ If Yes, provide details for each such charge.

   d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? NO X YES ___ If Yes, provide details for each such conviction.

   e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? NO X YES ___ If Yes, provide details for each such conviction.

f) In the past 5 years, have you been found in violation of any administrative or statutory charges? NO _X_ YES ___ If Yes, provide details for each such occurrence.

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? NO _X_ YES ___ If Yes, provide details for each such investigation.

10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? NO _X_ YES ___ If Yes; provide details for each such investigation.

11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? NO _X_ YES ___ If Yes; provide details for each such instance.

12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? NO _X_ YES ___ If Yes, provide details for each such year.

APPENDIX D

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, LAURA LOWENSTEIN, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 10th day of Feb. 2016

Notary Public

Shaun Erickson
State of New York Notary Public
No. 01ER6295247
Certified in Suffolk County
Commission Expires 12/30/2017

CAPITAL RESOURCE MANAGEMENT, INC.
Name of submitting business

LAURA LOWENSTEIN
Print name

Signature

PRESIDENT & CEO
Title

2 / 10 / 16
Date

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name BENJAMIN TAYNE

   Date of birth 08 / 13 / 1964

   Home address 2857 LINDENMERE DRIVE

   City/state/zip MERRICK, NY 11566

   Business address 2116 MERRICK AVE., SUITE 3002

   City/state/zip MERRICK, NY 11566

   Telephone 516-442-4045

   Other present address(es) ____

   City/state/zip ____

   Telephone ____

   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

   President ___/___/___ Treasurer ___/___/___

   Chairman of Board ___/___/___ Shareholder 08 / 23 / 2016

   Chief Exec. Officer ___/___/___ Secretary ___/___/___

   Chief Financial Officer ___/___/___ Partner ___/___/___

   Vice President 04 / 12 / 2011 ____ ___/___/___

   (Other)

3. Do you have an equity interest in the business submitting the questionnaire?
   YES ✓ NO ___ If Yes, provide details. I OWN ONE(1) SHARE OF STOCK.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES ___ NO ✓ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES ___ NO ✓; If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES ___ NO ✓ If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.
Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

   a. Been debarred by any government agency from entering into contracts with that agency?
   YES _____ NO ✓ If Yes, provide details for each such instance.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES ____ NO ✓ If Yes, provide details for each such instance.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES ___ NO ✓ If Yes, provide details for each such instance.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES ____ NO ✓ If Yes, provide details for each such instance.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)

   a) Is there any felony charge pending against you? YES ___ NO ✓ If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? YES ____ NO ✓ If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? YES ____ NO ✓ If Yes, provide details for each such charge.

   d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES ___ NO ✓ If Yes, provide details for each such conviction.

e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES ___ NO ✓ If Yes, provide details for each such conviction.

f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ____ NO ✓ If Yes, provide details for each such occurrence.

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES ____ NO ✓ If Yes, provide details for each such investigation.

10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES ____ NO ✓ If Yes; provide details for each such investigation.

11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ____ NO ✓ If Yes; provide details for each such instance.

12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES ____ NO ✓ If Yes, provide details for each such year.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, BENJAMIN TAYNE, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 30th day of August 2016

Notary Public

LAURA JILL LOWENSTEIN
NOTARY PUBLIC STATE OF NEW YORK
NASSAU COUNTY
LIC. #02LO6237847
COMM. EXP. MARCH 28, 2019

CAPITAL RESOURCE MANAGEMENT, INC.

Name of submitting business

BENJAMIN TAYNE

Print name

Signature

VICE PRESIDENT

Title

8, 30, 2016

Date

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name Jared P. Turman
   Date of birth 12/5/79
   Home address 188 E. 64th Street Apt. 2104
   City/state/zip New York, NY 10065
   Business address 1980 Broadcast Plaza
   City/state/zip Merrick, NY 11566
   Telephone (516) 208-8780
   Other present address(es) None
   City/state/zip
   Telephone
   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)
   President ___/___/___ Treasurer ___/___/___
   Chairman of Board ___/___/___ Shareholder ___/___/___
   Chief Exec. Officer ___/___/___ Secretary ___/___/___
   Chief Financial Officer ___/___/___ Partner ___/___/___
   Vice President ___/___/___ ___/___/___
   (Other) Principal/Owner: 2/1/09

3. Do you have an equity interest in the business submitting the questionnaire?
   YES ✓ NO ___ If Yes, provide details. see attached Letter dated 12/1/16 after business history

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES ✓ NO ___ If Yes, provide details.
   personal guaranty of Line of Credit, $6,600 Balance, Chase Bank

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES ___ NO ✓;
   If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES ___ NO ✓ If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.
Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

   a. Been debarred by any government agency from entering into contracts with that agency?
   YES _____ NO ✓ If Yes, provide details for each such instance.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES ____ NO ✓ If Yes, provide details for each such instance.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES ___ NO ✓ If Yes, provide details for each such instance.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES ____ NO ✓ If Yes, provide details for each such instance.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)

   a) Is there any felony charge pending against you? YES ___ NO ✓ If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? YES ____ NO ✓ If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? YES ____ NO ✓ If Yes, provide details for each such charge.

   d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES ___ NO ✓ If Yes, provide details for each such conviction.

e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES ___ NO ✓ If Yes, provide details for each such conviction.

f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ____ NO ✓ If Yes, provide details for each such occurrence.

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES ____ NO ✓ If Yes, provide details for each such investigation.

10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES ____ NO ✓ If Yes; provide details for each such investigation.

11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ____ NO ✓ If Yes; provide details for each such instance.

12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES ____ NO ✓ If Yes, provide details for each such year.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, JARED TURMAN, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 1ST day of September 2016

Notary Public

ROBIN LISA FURYE
Notary Public, State of New York
No. 01FU4896645
Qualified in Queens County
Commission Expires October 16, 2019

The Law Offices of Jared P. Turman, PLLC
Name of submitting business

Jared P. Turman
Print name

Signature

Principal / Sole Member
Title

9 / 1 / 16
Date

Business History Form

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: SEPTEMBER 13, 2016

1) Proposer's Legal Name: CAPITAL RESOURCE MANAGEMENT, INC.

2) Address of Place of Business: 2116 MERRICK AVE., SUITE 3002, MERRICK, NY 11566

List all other business addresses used within last five years:
1800 MERRICK ROAD, MERRICK, NY 11566

3) Mailing Address (if different): 2005 MERRICK ROAD #116, MERRICK, NY 11566

Phone : 516-442-4045

Does the business own or rent its facilities? RENT

4) Dun and Bradstreet number: 07-118-1860

5) Federal I.D. Number: 45-1544888

6) The proposer is a (check one): ____ Sole Proprietorship ____ Partnership ____ Corporation X Other (Describe) _____

7) Does this business share office space, staff, or equipment expenses with any other business?
Yes X No ___ If Yes, please provide details: LAURA J. LOWENSTEIN & ASSOC., LLC

8) Does this business control one or more other businesses? Yes __ No X If Yes, please provide details: _____

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes ___ No X If Yes, provide details.

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes ___ No X If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract).

11) Has the proposer, during the past seven years, been declared bankrupt? Yes ___ No X If Yes, state date, court jurisdiction, amount of liabilities and amount of assets

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.
Yes ___ No X If Yes, provide details for each such investigation.

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes ___ No X If Yes, provide details for each such investigation.

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:

a) Any felony charge pending? Yes ___ No X If Yes, provide details for each such charge.

b) Any misdemeanor charge pending? Yes ___ No X If Yes, provide details for each such charge.

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Yes ___ No X

If Yes, provide details for each such conviction _____

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor? Yes ___ No _X_ If Yes, provide details for each such conviction. _____

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? Yes ___ No _X_ If Yes, provide details for each such occurrence. _____

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? Yes ____ No _X_; If Yes, provide details for each such instance. _____

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? Yes ___ No _X_ If Yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire. _____

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17) Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. **NOTE: If no conflicts exist, please expressly state "No conflict exists."**

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

NO CONFLICT EXISTS

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

NO CONFLICT EXISTS

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

NO CONFLICT EXISTS

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.

SEE ATTACHED CONFLICT OF INTEREST POLICY

A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

> *SEE SECTIONS 1-7 OF VENDOR RESPONSE (as originally submitted).*

Should the proposer be other than an individual, the Proposal **MUST** include:

i) Date of formation;

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;

iii) Name, address and position of all officers and directors of the company;

iv) State of incorporation (if applicable);

v) The number of employees in the firm;

vi) Annual revenue of firm;

vii) Summary of relevant accomplishments

viii) Copies of all state and local licenses and permits.

> *THIS INFORMATION REMAINS THE SAME AS ORIGINALLY SUBMITTED WITH THE VENDOR RESPONSE.*

B. Indicate number of years in business. 5+ YEARS

C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services. *SEE ORIGINAL VENDOR RESPONSE*

D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company MARATHON ENERGY CORPORATION

Contact Person JERRY DRENIS, PRESIDENT

Address 868 39th STREET

City/State BROOKLYN, NY 11232

Telephone 718-564-2222

Fax # _____

E-Mail Address JERRY@MECNY.COM

Company LAWN DOCTOR OF LONG ISLAND

Contact Person TED KRAMER, PRESIDENT

Address PO BOX 791

City/State DEER PARK, NY 11729

Telephone 516-586-5528

Fax #

E-Mail Address KRAMER.TED@VERIZON.NET

Company ADVANCED PLASTIC SURGERY OF LONG ISLAND, PLLC

Contact Person DAVID TESSER, MD, MANAGING MEMBER

Address 1800 MERRICK ROAD

City/State MERRICK, NY 11566

Telephone 516-377-2738

Fax #

E-Mail Address DAVIDMD@YMAIL.COM

CERTIFICATION

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I, LAURA LOWENSTEIN, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 13th day of September 2016

Notary Public

Shaun Erickson
State of New York Notary Public
No. 01ER6295247
Certified in Suffolk County
Commission Expires 12/30/2017

Name of submitting business: CAPITAL RESOURCE MANAGEMENT, INC.

By: LAURA LOWENSTEIN
Print name

Signature

PRESIDENT & CEO
Title

9 / 13 / 2016
Date

CAPITAL RESOURCE MANAGEMENT, INC.

CONFLICT OF INTEREST POLICY

~ for ~

NASSAU COUNTY
PURSUANT TO RFP TR0112-1602

Empire State Development
NEW YORK STATE CERTIFIED
WOMEN-OWNED BUSINESS ENTERPRISE

Author: Laura J. Lowenstein, Esq.
Mailing Address: 2005 Merrick Road, No. 116, Merrick, New York 11566

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CONFLICT OF INTEREST POLICY

All of us at Capital Resource Management, Inc. (CRM) are committed to quality representation of our clients.

Pursuant to the Contract between Nassau County, New York (County) and CRM for the collection of emergency ambulance billings (the "Contract"), it is understood that potential conflict of interest issues may arise in the context of our performance of the deliverables set forth in the Contract. To address any such interest issues, CRM shall implement the following policy and procedures both on a global and case-by-case basis.

CRM shall send the County written notice of any substantive changes made to this policy during the duration of the Contract.

1 IDENTIFICATION OF THE PARTIES

1.1 WHO IS A CLIENT?

A. For purposes of this Conflict of Interest Policy, a "Client" (other than the County) shall be deemed to be any party that (1) is defined as a client and is active in CRM's database of clients and (2) has any account(s) in CRM's database that are tagged as "Active," inclusive of accounts for which no legal activity has been authorized but that are maintained by CRM as an active trade line with a national credit reporting agency.

1.2 WHO IS AN EMPLOYEE?

A. For purposes of this Conflict of Interest Policy, an "Employee" shall be deemed to be any individual that performs work of any kind for CRM and is on CRM's payroll, whether as a part-time or full-time status employee.

2 DETERMINATION OF WHETHER A CONFLICT OF INTEREST EXISTS

2.1 TYPES OF INTERESTS

A. CRM shall determine whether any County elected official or any person related to any County elected official, is an employee, director, officer or has any financial interest, direct or indirect, in CRM or has received or will receive any financial benefit, directly or indirectly, from CRM's performance of the Contract.

B. CRM shall determine whether any existing or future Employee has any of the following relationship(s) with the County and/or any County elected official:
   1. Financial, whether direct or indirect, with full description and disclosure;
   2. Personal (non-familial) with full name(s) and identifiers of any such relationship(s); and
   3. Familial with full name(s) and identifiers of any such relationship(s).[1]

[1] For purposes of this Conflict of Interest Policy, a "familial relationship" shall include a spouse, domestic partner, child, parent or sibling.

C. CRM shall determine if any of its existing Clients have any "Active" account(s) or potential assigned account(s) for which an Account Assignment Form has been submitted to CRM whereon the County is listed as a debtor, co-signor or co-obligor of any kind.
D. CRM shall determine if any of the County accounts assigned pursuant to the Contract lists an existing Client of CRM's as a debtor, co-signor or co-obligor of any kind thereon.

2.2 Method of Determination

A. CRM shall collect the following information from its Employees on an annual basis:
   1. Full name(s) (*i.e.*, maiden, marital, etc.), address(es); contact number(s) and SSN;
   2. Whether the Employee or any direct family member of said Employee is also an employee of the County; and
   3. Whether the Employee or any direct family member of said Employee receives any money of any kind from the County, whether through a related entity or otherwise.
B. CRM shall affirmatively obligate its Employees to inform them in writing as to any change(s) in their most-recently provided answers to the questions posed to him/her pursuant to Section 2.2A. hereinabove.
C. CRM shall:
   1. Run a system-wide check prior to assignment of the first County account to ascertain whether the County is listed as a responsible party on any "Active" account(s); and
   2. Determine on a prospective basis if any assigned account(s) for which an Account Assignment Form has been submitted, but which has not yet been accepted and worked by CRM, has the County listed thereon as a debtor, co-signor or co-obligor of any kind.
D. CRM shall run a system-wide check upon the assignment of any County account to ascertain whether an existing CRM Client is listed as a responsible party for that account.

3 Action Following Determination of a Conflict

3.1 CRM's Written Notice and Disclosure to the County

A. Within one business day following the identification of any relevant interest(s) as set forth in Section 2.1 hereinabove, a CRM officer or manager shall contact the County in writing wherein the details of said interest(s) is/are disclosed.
B. Within three business days following the initial written disclosure, a CRM officer or manager shall contact the County's point of contact by telephone to ensure receipt of the written notice of disclosure.
C. Follow-up and/or written notification(s) shall be performed as needed to ensure compliance with this Conflict of Interest Policy.

3.2 Suspension of Employee Activity

A. If CRM shall determine that an applicant for employment has a financial, personal and/or familial relationship(s) with the County and/or any County elected official, said applicant shall not be hired by CRM unless and until CRM shall have obtained informed, written consent by the County.

1. If the County consents to the hire, it is understood that such consent shall be predicated upon said applicant for employment not having access to account information of any kind that is covered under the Contract for the duration of the applicant's employment, whether as full-time or part-time status, with CRM.
2. If the County does not consent in writing to the hire, said applicant shall not be offered employment, whether as full-time or part-time status, with CRM during the duration of the Contract.

B. If CRM shall determine prior to or at any time during the duration of the Contract that an existing Employee has a financial, personal and/or familial relationship(s) with the County and/or any County elected official, any rights of the Employee to access or see any account information of any kind that is covered under the Contract shall be immediately revoked – and no new rights shall be granted – unless and until CRM shall have obtained informed, written consent by the County.

3.3 Automatic Closure or Rejection of an Account

A. Pursuant to its system-wide check, if CRM shall determine that the County is listed as a responsible party on any "Active" account(s), CRM shall notify the Client listed on said account(s) that CRM is closing said account and shall return it to its respective Client.

B. Following the Effective Date of the Contract, if CRM shall receive an Account Assignment Form from any Client whereon the County is listed as a debtor, co-signor or co-obligor of any kind, CRM shall not accept such account for assignment.

3.4 Suspension of County Account Assignment

A. If CRM shall determine that an account assigned pursuant to the Contract lists an existing CRM Client as a debtor, co-signor or co-obligor, CRM shall suspend acceptance of said account unless and until CRM shall have obtained informed, written consent by the County.

1. If the County shall notify CRM that it will not consent to CRM's working on said account, CRM shall take all reasonable steps to assist the County in finding an alternative means for the County to collect upon such account.

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: CAPITAL RESOURCE MANAGEMENT, INC.

Address: 2116 MERRICK AVE., SUITE 3002

City, State and Zip Code: MERRICK, NY 11566

2. Entity's Vendor Identification Number: _____

3. Type of Business: ____Public Corp ____Partnership ____Joint Venture

____Ltd. Liability Co ✓ Closely Held Corp _____Other (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

LAURA LOWENSTEIN, PRES., 2857 LINDENMERE DR. MERRICK, NY 11566

BENJAMIN TAYNE, V. PRES., 2857 LINDENMERE DR. MERRICK, NY 11566

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.

LAURA LOWENSTEIN, PRES., 2857 LINDENMERE DR. MERRICK, NY 11566

BENJAMIN TAYNE, V. PRES., 2857 LINDENMERE DR. MERRICK, NY 11566

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

LAURA J. LOWENSTEIN & ASSOC., LLC - contractor's legal counsel.

THE LAW OFFICES OF JARED P. TURMAN, PLLC - contractor's legal counsel.

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

(a) Name, title, business address and telephone number of lobbyist(s):

NONE

(b) Describe lobbying activity of each lobbyist. **See below for a complete description of lobbying activities.**

NONE

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

NONE

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Dated: 8/30/16

Signed: Laura Lowenstein

Print Name: LAURA LOWENSTEIN

Title: PRESIDENT

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: LAURA J. LOWENSTEIN & ASSOCIATES, LLC.

Address: 2116 MERRICK AVE., SUITE 3002

City, State and Zip Code: MERRICK, NY 11566

2. Entity's Vendor Identification Number: _____

3. Type of Business: ____Public Corp ____Partnership ____Joint Venture

✓ Ltd. Liability Co ____Closely Held Corp _____Other (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

LAURA LOWENSTEIN, MANAGING MEMBER, 2857 LINDENMERE DR. MERRICK, NY 11566

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.

LAURA LOWENSTEIN, MANAGING MEMBER, 2857 LINDENMERE DR. MERRICK, NY 11566

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

Legal counsel to CAPITAL RESOURCE MANAGEMENT, INC.

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

(a) Name, title, business address and telephone number of lobbyist(s):

NONE

(b) Describe lobbying activity of each lobbyist. **See below for a complete description of lobbying activities.**

NONE

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

NONE

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Dated: 8/30/16

Signed:

Print Name: LAURA LOWENSTEIN

Title: MANAGING MEMBER

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: The Law Offices of Jared P. Turman, PLLC

Address: 1980 Broadcast Plaza

City, State and Zip Code: Merrick, NY 11566

2. Entity's Vendor Identification Number: _____

3. Type of Business: ____Public Corp ____Partnership ____Joint Venture

✓ Ltd. Liability Co ____Closely Held Corp _____Other (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

Jared P. Turman
188 E. 64th Street, Apt. 2104
New York, NY 10065

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.

Jared P. Turman, Sole Member/Owner
188 E. 64th Street, Apt. 2104
New York, NY 10065

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

NONE

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

(a) Name, title, business address and telephone number of lobbyist(s):

NONE

(b) Describe lobbying activity of each lobbyist. **See below for a complete description of lobbying activities.**

NONE

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

NONE

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Dated: 8/31/16

Signed: [signature]

Print Name: JARED P. TURMAN

Title: SOLE MEMBER

CONTRACT

THIS AGREEMENT, dated as the date of execution by the County (the "Effective Date") (together with the Addendum, schedules, appendices, attachments and exhibits, if any ("this Agreement" or "Agreement"), between (i) **COUNTY OF NASSAU**, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the Office of the Nassau County Treasurer, having its principal office at One West Street, Mineola, New York 11501 (the "Department" and "Treasurer") and (ii) **Capital Resource Management, Inc.**, a New York domestic business corporation, having its principal office at 2005 Merrick Road, Suite 116, Merrick, NY 11566 (the "Contractor").

W I T N E S S E T H:

WHEREAS, the County requires to retain a vendor to provide debt collection services relating to the collection of emergency ambulance billings; and

WHEREAS, the County issued Request for Proposals # TR0112-1602 on January 20, 2016 (the "RFP"); and

WHEREAS, the RFP sought proposals from qualified collection firms and agencies authorized to do business in the State of New York, to provide collection services, including without limitation the collection of debts and receivables and the litigation of claims and judgments, to various Nassau County departments; and

WHEREAS, the Contractor submitted a proposal in the response to the RFP dated February 10, 2016 (the "Proposal"); and

WHEREAS, the Proposal to provide debt collection services relating to the collection of emergency ambulance billings was found to be beneficial to the County; and

WHEREAS, the County partially awarded a contract to Contractor and selected Contractor to provide debt collection services relating to the collection of **Emergency Ambulance Billings** to the County in accordance with the Contractor's Proposal and forwarded Contractor a Notice of Intent to Award on or about April 26, 2016; and

WHEREAS, the County wishes to retain the Contractor to provide the services described in this Agreement to the County and the Contractor desires to provide such services;

WHEREAS, this is a personal service contract within the intent and purview of Section 2206 of the County Charter; and

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Agreement, the parties agree as follows:

1. Term. This Agreement shall commence on the Execution Date and continue for a period of three (3) years, unless terminated sooner in accordance with the provisions of this Agreement. Notwithstanding the foregoing, the County may, in its sole discretion, renew the term for two (2) additional one (1) year periods under the same terms and conditions for a total term of five (5) years.

2. Services. The services to be provided under this Agreement by the Contractor and the attorney selected by it and approved by the County Attorney shall consist of debt collection services and litigation services associated therewith relating to the collection of emergency ambulance billings as more fully described in Appendix A annexed hereto and hereby made a part hereof.

1.

3. Payment. (a) Amount of Consideration. The amount to be paid to the Contractor as full consideration for the Contractor's services (the "Services Fees") under this Agreement shall be: (i) Twenty-Three Percent (23%) of the gross amount collected by Contractor on consumer / commercial claims referred by the County; and (ii) Twenty Three Percent (23%) of the gross amount recovered by the Contractor on secondary placement claims referred by the County; (iii) Twenty-Four Percent (24%) of the gross amount collected plus enforcement costs for judgment enforcement claims referred by the County; and (iv) Twenty-Seven Percent (27%) of the gross amount collected plus suit costs for legal / litigation claims.

(b) Billing; Payment Procedure. The Contractor shall deposit an amount equal to all monies collected on the assigned Cases, as defined in Appendix A, into a County account in a depository designated by the County, in a format acceptable to the County, in the County's sole discretion, weekly on the Monday following the date of such collection; secure a receipted deposit slip from the depository; and immediately mail or deliver by hand the receipted deposit slip to the Office of the Nassau County Treasurer. A manual or electronic report in a format acceptable to the County containing the details of collections shall be forwarded to the County Treasurer by the tenth day of each month for all deposits made in the preceding month. In the event that the Contractor fails to deposit the monies collected as provided above, the Contractor shall be required to pay the County, upon demand, the actual interest that the County was unable to accrue (calculated at the rate of nine percent (9%) per annum) as a result of the delay in depositing the monies. In the event the Contractor fails to deliver the receipted deposit slip within two (2) working days after it is required to do so, the County may, after providing three (3) days written notice to Contractor, impose a liquidated damage of one hundred ($100.00) dollars for each day the Contractor fails to comply with its obligation to deliver a receipted deposit slip to the Treasurer after the written notice is received by the Contractor. The aforementioned interest and/or liquidated damages shall be paid within ten (10) business days after written notification by the County, or alternatively, may be deducted from any payments due the Contractor.

(c) Direct Payments to County. In the event that the County recalls a Case from the Contractor, any payment received by the County within thirty (30) days of such recall shall be treated as though the payment and monies recovered was collected by the Contractor prior to the recall, however this paragraph shall not apply to Cases recalled

based on the County's exercise of the right to terminate this agreement pursuant to section 11(a)(ii) herein. The County shall provide written notice to the Contractor of the recall of a Case.

(d) Reimbursement; Filing Fee Exemptions. The County shall reimburse the Contractor and/or its County-approved attorney for reasonable and necessary out-of-pocket disbursements actually incurred at cost without mark-up for process server fees, sheriff or marshal fees, court costs, or filing fees in its collection and litigation efforts under this Agreement. The aforementioned fees and costs shall be advanced by the Contractor. Actions and proceedings to collect on the claims of the County commenced in New York State Supreme Court within the County of Nassau are exempt from court fees and from certain County Clerk's fees. In the event the Contractor is informed that such exemptions do not apply, the Contractor must immediately notify and obtain written consent of the County before incurring such costs. If such exemptions do not apply and the Contractor has obtained written consent from the County, the Contractor shall be reimbursed for any such approved court and county clerk costs and fees. No other costs or expenses, including without limitation credit card service fees, will be reimbursed by the County. The County will not reimburse the Contractor for any costs incurred after a Case has been recalled.

(e) Vouchers; Voucher Review Approval and Audit. The Contractor shall bill the County for the Services Fees and reasonable out-of-pocket fees and disbursements (as described in subsection (d) above) on a monthly basis by submitting a claim voucher (the "Voucher") in the form attached hereto as Exhibit "B". Payment shall be made to the Contractor in arrears and shall be contingent upon the Contractor submitting a voucher in a form satisfactory to the County. The Voucher shall be addressed to the Office of the Nassau County Treasurer, 1 West Street, Mineola, NY, 11501, and must include a reference to Mr. Beaumont Jefferson, County Treasurer, or any other person designated by the County, as the contact person for the services and the Contractor's Tax Identification number. The Voucher shall include (i) the name of each Case in which money has been collected and/or disbursed, (ii) the amount of money collected/and or disbursed for each Case, (iii) a reasonably specific statement of the services provided and the payment requested for such services, (iv) a statement certifying that the services rendered and the payment requested are in accordance with this Agreement, (v) accompanying documentation satisfactory to the County supporting the amount claimed and (vi) any other material information that may reasonably be requested by the County. All payments made by the County to the Contractor shall be contingent upon and subject to review, approval and audit of the Voucher by the Office of the Nassau County Treasurer and/or the Nassau County Comptroller or his or her duly designated representative (the "Comptroller").

(f) Timing of Payment Claims. The Contractor shall submit Vouchers no later than three (3) months following the County's receipt of money that is the subject of a particular Case and no more frequently than once a month. Late Vouchers will be honored by the County upon appropriate notice and excusable neglect on the part of the Contractor.

(g) No Duplication of Payments. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the Contractor and any funding source including the County.

(h) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Contractor following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after the Contractor received notice that the County did not desire to receive such services.

4. Independent Contractor. The Contractor is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent, subcontractor or independent contractor of the Contractor (a "Contractor Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement, the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

5. No Arrears or Default. The Contractor is not in arrears to the County upon any debt or contract and is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

6. Compliance With Law. (a) Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and as amended, conflicts of interest, human rights, a living wage, discrimination, privacy, disclosure of information, and vendor registration, in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of the HIPAA Business Associate Addendum ("Addendum"), Appendices A and EE attached hereto and hereby made a part hereof. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees as follows:

(i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;

(ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, such breach being determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.

(iii) On a yearly basis, Contractor shall provide the County with any material changes to its Certificate of Compliance, attached to this Agreement as Appendix L.

(c) Non-Disclosure. The Contractor acknowledges that it may be privy to sensitive and confidential information, records and data ("Information") acquired in connection with its performance under this Agreement. As such, the Contractor acknowledges and agrees that all Information (including without limitation Protected Health Information as described in the Addendum) acquired in connection with its performance under this Agreement shall be strictly confidential, held in the strictest confidence, and used solely for the purpose of performing services to or on behalf of the County and the Contractor. The Contractor shall, and shall cause Contractor Agents to, safeguard such Information and not disclose it to third parties except (i) as permitted under this Agreement, (ii) with the prior written consent of the County (and then only to the extent of the consent), or (iii) upon legal compulsion. The Contractor acknowledges that breach of the Non-Disclosure provisions of this Agreement may give rise to irreparable injury that may not adequately be compensable in damages or at law. Accordingly, Contractor agrees that injunctive relief may be an appropriate remedy in addition to any other remedies that may lie in equity or at law. The provisions of this paragraph shall survive the termination of this Agreement.

(d) Records Access. The parties acknowledge and agree that all Information acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Contractor acknowledges that Contractor Information in the County's possession may be subject to disclosure under Section 87 of the New York State Public Officer's Law. In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.

7. Minimum Service Standards. Regardless of whether required by Law: (a) the Contractor shall, and shall cause Contractor Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) The Contractor shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor

operates. The Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

(c) The Contractor shall ensure that any law firm to which it subcontracts to provide litigation services under this Agreement maintains professional liability insurance in accordance with Section 9 hereunder and any attorney assigned to handle County cases is in good standing with the Bar of the State of New York. Such law firm shall provide services in accordance with the best practices of the legal profession and in accordance with the Code of Professional Responsibility.

8. Indemnification; Defense; Cooperation. (a) The Contractor shall be solely responsible for and shall indemnify and hold harmless the County and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses and damages (including, without limitation, attorneys' fees and disbursements) ("Losses"), arising out of or in connection with any acts or omissions of the Contractor or a Contractor Agent, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligent acts or omissions of the County.

(b) The Contractor shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Contractor's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which the Contractor is responsible under this Section, and, further to the Contractor's indemnification obligations, the Contractor shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) The Contractor shall, and shall cause Contractor Agents to, cooperate with the County in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Contractor and/or a Contractor Agent in connection with this Agreement.

(d) The provisions of this Section shall survive the termination of this Agreement.

9. Insurance. (a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate coverage, (ii) if subcontracting in whole or part with another entity to provide professional services, then the subcontractor shall have one or more

policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than five million dollars ($5,000,000) per claim; (iii) workers' compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractor or any approved subcontractor pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the County and (ii) in form and substance acceptable to the County. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement, including, but without limitation, any attorney hired by the Contractor in connection with this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the County. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under any insurance required hereunder, the Contractor shall provide written notice to the County of the same and deliver to the County renewal or replacement certificates of insurance. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Contractor to maintain Workers' Compensation Insurance shall render this Agreement void and of no effect. The failure of the Contractor to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

10. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

11. Termination. (a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the Contractor, (ii) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, (iii) upon mutual written Agreement of the County and the Contractor,

and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "Cause" includes: (i) a material breach of this Agreement which is not cured by Contractor within seven (7) days after written notification from the County; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

(b) By the Contractor. This Agreement may be terminated by the Contractor if performance becomes impracticable through no fault of the Contractor, where the impracticability relates to the Contractor's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Contractor delivering to the County, at least ninety (90) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that the Contractor is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Contractor's right to terminate under this subsection. A copy of the notice given to the County shall be given to the Deputy County Executive who oversees the administration of the Office of the County Treasurer (the "Applicable DCE").

(c) In connection with the termination or impending termination of this Agreement the Contractor shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning the Contractor's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

12. Accounting Procedures; Records. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the Comptroller, the County, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

13. Limitations on Actions and Special Proceedings Against the County. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

(a) Notice. At least thirty (30) days prior to seeking relief, the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Contractor shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the County Treasurer and (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Contractor shall allege that the above-described actions and inactions preceded the Contractor's action or special proceeding against the County.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

14. Work Performance Liability. The Contractor is and shall remain primarily liable for the successful completion of all work in accordance with this Agreement irrespective of whether the Contractor is using a Contractor Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Contractor Agent has been approved by the County.

15. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

16. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee or Contractor employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Office of the Nassau County Treasurer, to the attention of the County Treasurer at 1 West Street, Mineola, NY 11501, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Contractor shall obtain from the County) at the principal address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, (iv) if to the County Attorney, to the attention of the County Attorney at One West Street, Mineola, NY, 11501, and (v) if to the Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the principal address specified above for the Contractor, and to Contractor's General Counsel at the same

address, or in each case to such other persons or addresses as shall be designated by written notice.

17. All Legal Provisions Deemed Included; Severability; Supremacy; Construction. (a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

(d) Each party has cooperated in the negotiation and preparation of this Agreement, so if any construction is made of the Agreement it shall not be construed against either party as drafter.

18. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

19. Administrative Service Charge. The Contractor agrees to pay the County an administrative service charge of five hundred thirty-three dollars ($533.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 201-2001 and 126-2006. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement.

20. Executory Clause. Notwithstanding any other provision of this Agreement:

(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any

Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

21. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supercedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the Contractor and the County have executed this Agreement as of the date first above written.

CAPITAL RESOURCE MANAGEMENT, INC.

By: _____
Name: Laura Lowenstein
Title: President
Date: 7/25/16

NASSAU COUNTY

By: _____
Name: _____
Title: Deputy County Executive
Date: _____

, Subcontractor

By: _____
Name: _____
Title: Partner _____
Date: _____

PLEASE EXECUTE IN BLUE INK

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

On the 25 day of July in the year 2016 before me personally came Laura Lowenstein to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the President & CEO of Capital Resource Management, Inc., the company described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said company.

NOTARY PUBLIC

MARIA PELLEGRINO
Notary Public - State of New York
NO. 01PE6224820
Qualified in Nassau County
My Commission Expires Jul 12, 2018

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

On the 25 day of _____ in the year 2016 before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is the _____ of _____, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

Appendix A
Scope of Services

A. GENERAL CONTRACTUAL, LEGAL AND ETHICAL STANDARDS

1. The services to be provided by the Contractor shall include the collection of debts and receivables and litigation of claims and judgments (collectively referred to as "Cases") and related services, including but not limited to skip tracing and asset location. Cases referred to the Contractor shall include, without limitation, claims for the non-payment of: (i) the collection of emergency ambulance billings (ii) other fees and debts owed to various County departments and agencies. The Contractor will rely completely on the County to provide correct information about each Case(s) and, specifically, about any dollar amount in question. The County will promptly update and correct any information it has provided to the Contractor. In particular, the County will promptly notify the Contractor of any payment or other satisfaction of indebtedness made directly to the County or any other action affecting the amount or timing of monies owed by any debtor to the County, including notification of any debtor's retention of counsel or the filing of bankruptcy by any debtor.

2. The Contractor shall use maximum, diligent and timely efforts to attempt to effect collection.

3. All the Contractor's operations must be performed in accordance with the highest standard of legal ethics.

4. The Contractor shall comply strictly with any statute, act, law, ordinance, rule, regulation, guideline or code of conduct with respect to the collection of debts, communication with debtors and collection agency procedures, made or issued by any federal, state, city, county, town or village governmental agency in any jurisdiction or location in which any attempt to collect the debts described herein is made, including but not limited to the following: Fair Debt Collection Practices Act, 15 U.S.C. § 1692; New York State Judiciary Law Article 15, § 489; New York State General Business Law §§ 600 and 601; New York Executive Law § 63 subchapter 12.

5. All of the Contractor's employees assigned to perform work under this Agreement shall be closely directed and supervised by Contractor and shall strictly comply with all laws and regulations applicable to collection activities, and may not perform any function nor make any representation which lawfully may not, or professionally should not, be made by individuals who are not attorneys.

6. The Contractor shall assign matters requiring legal intervention to a law firm approved by the Nassau County Attorney ("County Attorney"), and that firm shall be responsible for the supervision and administration of the Contractor's performance of litigation services under this agreement and for the Contractor's coordination of its own efforts with those of the County.

7. In performing the services to be provided under this Agreement, the Contractor shall not represent that it is associated with, but may represent that it acts on behalf of, the County.

8. The Contractor may not contract out any work, including but not limited to litigation matters, without the prior express written permission of the County Attorney.

9. No Case shall be assigned to an attorney, or litigated in any way, unless the County Attorney approves such action, in the County's sole discretion, and the attorney to whom the Case shall be assigned.

B. ASSIGNMENT AND RECALL OF CASES TO/FROM THE CONTRACTOR:

1. The County will refer to the Contractor such Cases as it may in its sole discretion determine during the term of this Agreement. The County makes no representation as to the number of Cases that will be referred to the Contractor during the term of this Agreement. Referrals may be increased or decreased, without notice as the County deems appropriate. The County may attempt to make collections on Cases before they are referred to the Contractor.

2. The County may at any time, for any reason, recall any and all matters or Cases referred to the Contractor. The Contractor agrees to return to the County any and all matters recalled within 15 days of receipt of notice of any such recall. No Service Fees shall be due on any Case after it has been recalled by the County except for Service Fees earned on monies paid within thirty days of the recall and which were due to action undertaken by the Contractor prior to the County's notice to return the Case.

3. In any matter in which the interests of the County and any other client of the Contractor are, or may become adverse, the Contractor shall contact the County in writing, and provide an opinion as to the existence of, or potential for, conflict in the matter, and the Contractor's recommendation on how best to proceed.

C. COLLECTION, SKIP TRACING AND ASSET LOCATION EFFORTS

1. The Contractor shall provide skip tracing for the purpose of locating defendants and judgment debtors, and shall use skip tracing and other means available to skip trace each unverifiable or bad address, and shall document its skip tracing efforts.

2. Within a reasonable number of days of receipt of a Case, the Contractor shall mail a claim letter to each potential defendant with "address correction requested" noted on the envelope. The form of claim letter shall be subject to the review and approval of the County Attorney in his or her sole discretion. If mail cannot be delivered, the Contractor shall verify each potential defendant's name and residence address, skip tracing each in accordance with this Appendix A.

3. The Contractor's asset locating and judgment collection efforts shall include diligent and timely attempts to locate and verify each judgment debtor's address, place of employment and assets subject to attachment and execution.

4. In its sole discretion, the Contractor shall perform skip tracing and asset location by employing skip tracers and maintaining access to and/or utilizing all available and appropriate methods including, but not limited to, the following tools, their successors or equivalents:

   (a) Reverse Directories;

   (b) Real estate records;

   (c) Dial-in inquiry to New York State Motor Vehicle records;

   (d) Direct access to computerized data bases of credit reporting services;

   or other legal methods acceptable to the County and agreed to between the Contractor and the County.

D. LITIGATION SERVICES

1. All attorneys utilized by Contractor to perform services pursuant to this contract shall be members in good standing of the Bar of the State of New York.

2. The attorney shall be responsible for investigation of Cases where necessary, preparing and sending notices to debtors, drafting and serving a summons and complaint (properly verified where necessary), selecting, assuring the reliability of, and paying for the process server, providing sufficient supervision and review of the process server's actions to assure compliance with the requirements of law and to assure the validity of the affidavits of service and non-military service completed by the process

server, for commencing of and/or defending all necessary motions, unless notified to the contrary by the County, and for performing all the steps necessary in the litigation and collection of a Case, including but not limited to making maximum efforts to effect collections and following any County procedures for the settlement of a claim or judgment. The County reserves the right to direct the Contractor to instruct any attorney to discontinue use of particular process servers on Cases referred by the County effective immediately upon receipt of written notice from the County directing such discontinuation.

3. Prior to the service of any legal document by the Contractor or its attorneys acting on behalf of the County, one of the attorneys assigned by that firm shall review the particular file to determine that the criteria for legal action have been met, that the party to be served resides at the address appearing on the file, that the place of employment is verified, if necessary, and that all summonses and complaints, motions, notices, income executions, restraining notices, property executions, and all other pleadings and papers are served pursuant to law. Such attorney shall also review each legal document for its content, accuracy and lawfulness.

4. If requested by the Nassau County Attorney's Office (the "Office of the County Attorney") , litigation shall be commenced no later than six (6) months after assignment of a Case to the Contractor and shall be timely prosecuted. As agreed to by the attorney and directed by the County Attorney, attorneys shall pursue Cases, where appropriate, in all available state, federal, and local forums, including but not limited to Surrogate's Court and Bankruptcy Court.

5. Inquests shall be requested promptly after a default, where the inquest is necessary to obtain a judgment.

6. To the extent possible and as allowed by law, actions to collect judgments shall include, but are not limited to, service of income executions, property executions, restraining orders, initiation of supplementary proceedings, and where appropriate, other litigation efforts. Collection activities on judgments shall commence promptly, but no later than six months after entry of judgment.

E. ENTRY, RECORDING, AND SATISFACTION OF JUDGMENTS

1. County-approved attorneys shall cause all judgments to be entered, filed and docketed in the county where the action was brought, in the judgment debtor's county of residence, if within New York State, and in any county within New York State where the judgment debtor owns real property (as such fact becomes known), if not already so entered.

2. If a judgment has been satisfied, the County-approved attorney shall prepare a satisfaction of judgment within the time provided by law, shall file the original satisfaction with the court and shall send one copy to the judgment debtor, in accordance with applicable law.

3. The Contractor shall compute and collect interest on all judgments in accordance with applicable laws, regulations and rules, from the entry of each judgment.

F. FILES, REPORTS, AND PROCEDURES

1. The Contractor shall maintain a separate file for each referred Case. Files may be maintained electronically. Each file shall contain copies of all documents pertaining to the Case, copies of correspondence received from the responsible party, a record of all correspondence sent by the Contractor, and a record of all steps taken by the Contractor regarding the Case. All such files shall remain the property of the County. Separate records of the actions and activity occurring on all Cases that have been referred for legal action shall be maintained by the attorney's office and shall be preserved and available for inspection by the County

2. The Contractor shall maintain and utilize a computer system to track the status of all pending Cases both alphabetically and by agency of origin. The computer system shall generate the following reports which will be furnished to the County Treasurer, on a monthly basis, by the tenth working day following the month being reported: a status report for (i) pending claims and (ii) pending judgments, in alphabetical order by debtor, containing the following information: the County's claim number; the referring agency; the date of assignment to the Contractor; the date the claim accrued; the current status of each claim or judgment; the date of the last activity on each Case; a method of highlighting Cases in which no activity has occurred for two months; and totals for the number and amount of pending claims and judgments;

3. The reports described in paragraph F 2 of this Appendix A, and any other reports that may reasonably be required by the County, shall be available in both hard copy and electronically and furnished, in a format acceptable to the County, and are subject to criteria and standards to be established and set by the County. The Contractor will correct any errors in any

reports that are discovered by the Contractor or brought to the attention of the Contractor by the County. The County may, at its sole discretion, alter its reporting requirements, and the Contractor shall promptly comply with any such revised reporting requirements.

4. The Contractor shall advise the County of all of its collection procedures, and shall only employ those collection procedures explicitly approved by the County and authorized by law. The County reserves the right to require the Contractor to modify or change its procedures, and no procedure may be used by the Contractor which in the County's judgment is unfair, unethical, illegal or contrary to the best interest of the County.

5. Copies of all form "dunning" letters to be used by the Contractor shall be submitted to the County Attorney for approval prior to use.

6. The Contractor shall promptly report to the County Attorney any significant or potentially significant issue of law or fact which may arise in the course of collection of a Case. If the County Attorney agrees that a significant issue of law or fact is presented, the Case, in the sole discretion of the County Attorney, may either be returned to the County Attorney, or litigated by Contractor's attorney, subject to the supervision and approval of the County Attorney.

7. The Contractor shall promptly report to the County Attorney all counterclaims served against the County. In the sole discretion of the County Attorney, the Case may either be returned to the County Attorney or litigated by Contractor's attorney, subject to such supervision and control of the County Attorney, as the County Attorney deems appropriate. The Contractor shall not be entitled to a separate fee for defending any counterclaim.

8. No appeal may be filed without consent of the County, except to protect a statutory deadline. In such case, notification must be made promptly to the County Attorney. All Notices of Appeal served by the Contractor shall be delivered to the Office of the County Attorney.

9. All offers of settlement shall be submitted to the County Attorney on a form to be approved by the County Attorney, containing a statement of the facts and setting forth the Contractor's recommendations, and the basis for such recommendations.

10. No Case shall go without activity by the Contractor for more than three months except those Cases awaiting action by the courts, the sheriff or marshal, or Cases in which the Contractor is awaiting a response from a debtor or debtor's counsel and the Contractor or its attorney makes a Case notation that allowing additional time for a response is appropriate.

11. Each month the Contractor shall return those Cases which, after making every reasonable effort to collect, it deems uncollectible. Returns shall be made in a manner acceptable to the County. Subject to direction from the County, the Contractor may return all Cases within six months after assignment when the defendant cannot be located, or where the Contractor, in the reasonable exercise of its judgment, deems the claim or judgment uncollectible. The County may review the Cases returned, and in its sole discretion, require the Contractor to make additional collection efforts.

12. In the event that the Contractor receives correspondence, communication or payment relating to a Case which has not been assigned to the Contractor, or which has been closed and returned, the Contractor shall at no charge, inform the correspondent to contact the County Treasurer and shall notify the County Treasurer of the correspondence, communication or payment and forward such, in accordance with the County's instructions.

Exhibit "B"
Claim Voucher Form

COUNTY OF NASSAU

CLAIM VOUCHER

CLAIMANT: Fill out only those areas printed in red. SEE reverse side for instructions.

INVOICE NUMBER (1)

DOCUMENT # _____
(FOR NASSAU COUNTY DEPARTMENT USE ONLY)

ORDER/CONTRACT NO. (2)

BLANKET ORDER NO. (3)

VENDOR INFORMATION: NUMBER (9) SUFFIX (2)

(4) (5)

NAME (30) (6)

(30)

ADDR (30) (7)

(30)

(30)

DISCOUNT AMOUNT

DISCOUNT DATE MO (2) DY (2) YR (2)

CLAIMANTS CERTIFICATION

I hereby certify that this claim voucher is just, true, and correct; that the amount claimed is actually due and owing and has not been previously claimed; that no taxes from which the County is exempt are included; and that any amounts claimed for disbursements have actually and necessarily been made. I further certify that all items and/or services were delivered or rendered as set forth in this claim, and for all items and/or services delivered or rendered in accordance with a purchase order or contract that the prices charged are in accordance with the reference purchase order or contract. For all claims made as reimbursement for employee expenses, I further certify that the amounts set forth were actually and necessarily expended for the benefit of Nassau County, and that the monies expended have not been reimbursed nor do I expect to be reimbursed from any source.

(8)

Claimants Name _____ Date _____

X

By (Signature) _____ Title _____

DEPT. GOODS OR SERVICES DELIVERED TO (9)

VENDOR'S PAYMENT TERMS (10)

(11) DATE DELIVERED	ITEMIZATION	UNIT PRICE	AMOUNT
		(12) TOTAL CLAIMED ▶	

For Nassau County Department Use Only:

NIFS ACCOUNT CODES *Please note that only one invoice is payable per claim voucher. The invoice may be charged to more than one account code.*

LINE #	INDEX	SUBOBJ	USERCODE	PROJECT	PROJDETAIL	GRANT	GRTDETAIL	G/L ACCOUNT	SUBSIDIARY	AMOUNT
1										

INVOICE NO or CLAIM NO and DESCRIPTION (50):

FORMAT - "invoice no. or claim no." description

LINE #	INDEX	SUBOBJ	USERCODE	PROJECT	PROJDETAIL	GRANT	GRTDETAIL	G/L ACCOUNT	SUBSIDIARY	AMOUNT
2										

INVOICE NO or CLAIM NO and DESCRIPTION (50):

FORMAT - "invoice no. or claim no." description

LINE #	INDEX	SUBOBJ	USERCODE	PROJECT	PROJDETAIL	GRANT	GRTDETAIL	G/L ACCOUNT	SUBSIDIARY	AMOUNT
3										

INVOICE NO or CLAIM NO and DESCRIPTION (50):

FORMAT - "invoice no. or claim no." description

LINE #	INDEX	SUBOBJ	USERCODE	PROJECT	PROJDETAIL	GRANT	GRTDETAIL	G/L ACCOUNT	SUBSIDIARY	AMOUNT
4										

INVOICE NO or CLAIM NO and DESCRIPTION (50):

FORMAT - "invoice no. or claim no." description

NC Department _____ Amount Approved $ _____

Contact Person _____ Date _____

Telephone No. _____ Comptrollers Approval _____

Instructions for Completing County of Nassau Claim Voucher NIFS560

The numbers below refer to the circled numbered areas on the claim voucher. The claimant should fill in all those areas that are numbered on the face of this form. The completed and signed claim voucher and accompanying documentation should be mailed to the Nassau County department that has received the goods or services.

1 Enter your invoice number if applicable.

2 Order or contract # - Complete this section only if your claim is against an encumbered purchase order, delivery order, or contract . The code will be shown on the order, or contract. Do not complete this section if your claim is against an unencumbered blanket order, or other authority.

3 Blanket order # - Complete this section only if your claim is against a blanket order.

4 Vendor identification Number - Insert your nine-digit Federal identification number, or, if an individual without such a number, insert your social security number.

5 Vendor number suffix - If your organization services us from more than one location, include the two digit suffix which has been assigned to you. The suffix may be found on the order or contract.

6 Vendor name - Complete this area with the name as it appears on our order or contract with you.

7 Vendor address - Complete this area with your remit to address.

8 Claimant's certification - Read the certification language carefully and complete this area. The claimant name must be exactly as shown on the contract or order. This must be signed and dated by an authorized person within your organization. Claim vouchers not properly certified will be returned to you unpaid.

9 Destination - Indicate to which Nassau County department the goods or services were delivered.

10 Terms - The vendor should state the terms of payment. Any offered discounts should be stated here.

11 Date of delivery or service, itemization, unit price, amount - Complete this area as appropriate. Itemization should be detailed enough so that the claim can be audited without further inquiry. If you are submitting your own itemized invoice, it is not necessary to repeat this detail on the claim voucher. Your invoice should be attached the voucher and reference made to it in the space for itemization on the voucher. PLEASE NOTE: ONLY ONE INVOICE PER VOUCHER MAY BE SUBMITTED.

12 Total claimed - State the total dollar amount being claimed.

IMPORTANT NOTE TO COUNTY DEPARTMENTS

Please complete the voucher document number generated from NIFS.
Vouchers cannot be paid without this number.

ONLY ONE INVOICE IS PAYABLE PER CLAIM VOUCHER

Complete the accounting information on at least one line under "NIFS Account Codes."
Use additional lines if more than one account is being charged.

Complete and enter into NIFS "invoice no. or claim no. and description" using the following format:

> Asterisk (*), followed by the vendor's invoice number if provided, followed by an asterisk (*), and then a description of the goods or services.
>
> When no invoice number has been provided, enter asterisk (*), followed by the claim number pre-printed at the top, followed by an asterisk (*) and then a description of the goods or services. *A total of up to (50) characters may be used.*

Enter the name of your department, your name, and telephone number.

Appendix EE
Equal Employment Opportunities for Minorities and Women

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

(a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.

(e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

(f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so

that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.

b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.

c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such

modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefor or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars ($25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or

rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars ($100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term "County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.

b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation

c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation

d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.

e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.

f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation

g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.

h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation

i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

Appendix L

Certificate of Compliance

In compliance with Local Law 1-2006, as amended (the "Law"), the Contractor hereby certifies the following:

1. The chief executive officer of the Contractor is:

   Laura Lowenstein _____ (Name)

   2116 Merrick Ave., Ste 3002, Merrick, NY 11566 _____ (Address)

   516-442-4045 _____ (Telephone Number)

2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the Contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such Contractor establishes to the satisfaction of the Department that at the time of execution of this Agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor

3. In the past five years, Contractor _____ has _X_ has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

   _____

   _____

   _____

   _____

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action _____ has _X_ has not been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

5. Contractor agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

7/25/16
Dated

Signature of Chief Executive Officer

Laura Lowenstein
Name of Chief Executive Officer

Sworn to before me this

25 day of July, 2016.

Notary Public

MARIA PELLEGRINO
Notary Public - State of New York
NO. 01PE6224820
Qualified in Nassau County
My Commission Expires Jul 12, 2018

CONTRACT

THIS AGREEMENT, dated as the date of execution by the County (the "Effective Date") (together with the Addendum, schedules, appendices, attachments and exhibits, if any ("this Agreement" or "Agreement"), between (i) **COUNTY OF NASSAU**, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the Office of the Nassau County Treasurer, having its principal office at One West Street, Mineola, New York 11501 (the "Department" and "Treasurer") and (ii) **Capital Resource Management, Inc.**, a New York domestic business corporation, having its principal office at 2005 Merrick Road, Suite 116, Merrick, NY 11566 (the "Contractor").

W I T N E S S E T H:

WHEREAS, the County requires to retain a vendor to provide debt collection services relating to the collection of emergency ambulance billings; and

WHEREAS, the County issued Request for Proposals # TR0112-1602 on January 20, 2016 (the "RFP"); and

WHEREAS, the RFP sought proposals from qualified collection firms and agencies authorized to do business in the State of New York, to provide collection services, including without limitation the collection of debts and receivables and the litigation of claims and judgments, to various Nassau County departments; and

WHEREAS, the Contractor submitted a proposal in the response to the RFP dated February 10, 2016 (the "Proposal"); and

WHEREAS, the Proposal to provide debt collection services relating to the collection of emergency ambulance billings was found to be beneficial to the County; and

WHEREAS, the County partially awarded a contract to Contractor and selected Contractor to provide debt collection services relating to the collection of **Emergency Ambulance Billings** to the County in accordance with the Contractor's Proposal and forwarded Contractor a Notice of Intent to Award on or about April 26, 2016; and

WHEREAS, the County wishes to retain the Contractor to provide the services described in this Agreement to the County and the Contractor desires to provide such services;

WHEREAS, this is a personal service contract within the intent and purview of Section 2206 of the County Charter; and

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Agreement, the parties agree as follows:

1. Term. This Agreement shall commence on the Execution Date and continue for a period of three (3) years, unless terminated sooner in accordance with the provisions of this Agreement. Notwithstanding the foregoing, the County may, in its sole discretion, renew the term for two (2) additional one (1) year periods under the same terms and conditions for a total term of five (5) years.

2. Services. The services to be provided under this Agreement by the Contractor and the attorney selected by it and approved by the County Attorney shall consist of debt collection services and litigation services associated therewith relating to the collection of emergency ambulance billings as more fully described in Appendix A annexed hereto and hereby made a part hereof.

1.

3. Payment. (a) Amount of Consideration. The amount to be paid to the Contractor as full consideration for the Contractor's services (the "Services Fees") under this Agreement shall be: (i) Twenty-Three Percent (23%) of the gross amount collected by Contractor on consumer / commercial claims referred by the County; and (ii) Twenty Three Percent (23%) of the gross amount recovered by the Contractor on secondary placement claims referred by the County; (iii) Twenty-Four Percent (24%) of the gross amount collected plus enforcement costs for judgment enforcement claims referred by the County; and (iv) Twenty-Seven Percent (27%) of the gross amount collected plus suit costs for legal / litigation claims.

(b) Billing; Payment Procedure. The Contractor shall deposit an amount equal to all monies collected on the assigned Cases, as defined in Appendix A, into a County account in a depository designated by the County, in a format acceptable to the County, in the County's sole discretion, weekly on the Monday following the date of such collection; secure a receipted deposit slip from the depository; and immediately mail or deliver by hand the receipted deposit slip to the Office of the Nassau County Treasurer. A manual or electronic report in a format acceptable to the County containing the details of collections shall be forwarded to the County Treasurer by the tenth day of each month for all deposits made in the preceding month. In the event that the Contractor fails to deposit the monies collected as provided above, the Contractor shall be required to pay the County, upon demand, the actual interest that the County was unable to accrue (calculated at the rate of nine percent (9%) per annum) as a result of the delay in depositing the monies. In the event the Contractor fails to deliver the receipted deposit slip within two (2) working days after it is required to do so, the County may, after providing three (3) days written notice to Contractor, impose a liquidated damage of one hundred ($100.00) dollars for each day the Contractor fails to comply with its obligation to deliver a receipted deposit slip to the Treasurer after the written notice is received by the Contractor. The aforementioned interest and/or liquidated damages shall be paid within ten (10) business days after written notification by the County, or alternatively, may be deducted from any payments due the Contractor.

(c) Direct Payments to County. In the event that the County recalls a Case from the Contractor, any payment received by the County within thirty (30) days of such recall shall be treated as though the payment and monies recovered was collected by the Contractor prior to the recall, however this paragraph shall not apply to Cases recalled

based on the County's exercise of the right to terminate this agreement pursuant to section 11(a)(ii) herein. The County shall provide written notice to the Contractor of the recall of a Case.

(d) Reimbursement; Filing Fee Exemptions. The County shall reimburse the Contractor and/or its County-approved attorney for reasonable and necessary out-of-pocket disbursements actually incurred at cost without mark-up for process server fees, sheriff or marshal fees, court costs, or filing fees in its collection and litigation efforts under this Agreement. The aforementioned fees and costs shall be advanced by the Contractor. Actions and proceedings to collect on the claims of the County commenced in New York State Supreme Court within the County of Nassau are exempt from court fees and from certain County Clerk's fees. In the event the Contractor is informed that such exemptions do not apply, the Contractor must immediately notify and obtain written consent of the County before incurring such costs. If such exemptions do not apply and the Contractor has obtained written consent from the County, the Contractor shall be reimbursed for any such approved court and county clerk costs and fees. No other costs or expenses, including without limitation credit card service fees, will be reimbursed by the County. The County will not reimburse the Contractor for any costs incurred after a Case has been recalled.

(e) Vouchers; Voucher Review Approval and Audit. The Contractor shall bill the County for the Services Fees and reasonable out-of-pocket fees and disbursements (as described in subsection (d) above) on a monthly basis by submitting a claim voucher (the "Voucher") in the form attached hereto as Exhibit "B". Payment shall be made to the Contractor in arrears and shall be contingent upon the Contractor submitting a voucher in a form satisfactory to the County. The Voucher shall be addressed to the Office of the Nassau County Treasurer, 1 West Street, Mineola, NY, 11501, and must include a reference to Mr. Beaumont Jefferson, County Treasurer, or any other person designated by the County, as the contact person for the services and the Contractor's Tax Identification number. The Voucher shall include (i) the name of each Case in which money has been collected and/or disbursed, (ii) the amount of money collected/and or disbursed for each Case, (iii) a reasonably specific statement of the services provided and the payment requested for such services, (iv) a statement certifying that the services rendered and the payment requested are in accordance with this Agreement, (v) accompanying documentation satisfactory to the County supporting the amount claimed and (vi) any other material information that may reasonably be requested by the County. All payments made by the County to the Contractor shall be contingent upon and subject to review, approval and audit of the Voucher by the Office of the Nassau County Treasurer and/or the Nassau County Comptroller or his or her duly designated representative (the "Comptroller").

(f) Timing of Payment Claims. The Contractor shall submit Vouchers no later than three (3) months following the County's receipt of money that is the subject of a particular Case and no more frequently than once a month. Late Vouchers will be honored by the County upon appropriate notice and excusable neglect on the part of the Contractor.

(g) No Duplication of Payments. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the Contractor and any funding source including the County.

(h) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Contractor following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after the Contractor received notice that the County did not desire to receive such services.

4. Independent Contractor. The Contractor is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent, subcontractor or independent contractor of the Contractor (a "Contractor Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement, the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

5. No Arrears or Default. The Contractor is not in arrears to the County upon any debt or contract and is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

6. Compliance With Law. (a) Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and as amended, conflicts of interest, human rights, a living wage, discrimination, privacy, disclosure of information, and vendor registration, in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of the HIPAA Business Associate Addendum ("Addendum"), Appendices A and EE attached hereto and hereby made a part hereof. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees as follows:

(i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;

(ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, such breach being determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.

(iii) On a yearly basis, Contractor shall provide the County with any material changes to its Certificate of Compliance, attached to this Agreement as Appendix L.

(c) Non-Disclosure. The Contractor acknowledges that it may be privy to sensitive and confidential information, records and data ("Information") acquired in connection with its performance under this Agreement. As such, the Contractor acknowledges and agrees that all Information (including without limitation Protected Health Information as described in the Addendum) acquired in connection with its performance under this Agreement shall be strictly confidential, held in the strictest confidence, and used solely for the purpose of performing services to or on behalf of the County and the Contractor. The Contractor shall, and shall cause Contractor Agents to, safeguard such Information and not disclose it to third parties except (i) as permitted under this Agreement, (ii) with the prior written consent of the County (and then only to the extent of the consent), or (iii) upon legal compulsion. The Contractor acknowledges that breach of the Non-Disclosure provisions of this Agreement may give rise to irreparable injury that may not adequately be compensable in damages or at law. Accordingly, Contractor agrees that injunctive relief may be an appropriate remedy in addition to any other remedies that may lie in equity or at law. The provisions of this paragraph shall survive the termination of this Agreement.

(d) Records Access. The parties acknowledge and agree that all Information acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Contractor acknowledges that Contractor Information in the County's possession may be subject to disclosure under Section 87 of the New York State Public Officer's Law. In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.

7. Minimum Service Standards. Regardless of whether required by Law: (a) the Contractor shall, and shall cause Contractor Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) The Contractor shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor

operates. The Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

(c) The Contractor shall ensure that any law firm to which it subcontracts to provide litigation services under this Agreement maintains professional liability insurance in accordance with Section 9 hereunder and any attorney assigned to handle County cases is in good standing with the Bar of the State of New York. Such law firm shall provide services in accordance with the best practices of the legal profession and in accordance with the Code of Professional Responsibility.

8. Indemnification; Defense; Cooperation. (a) The Contractor shall be solely responsible for and shall indemnify and hold harmless the County and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses and damages (including, without limitation, attorneys' fees and disbursements) ("Losses"), arising out of or in connection with any acts or omissions of the Contractor or a Contractor Agent, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligent acts or omissions of the County.

(b) The Contractor shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Contractor's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which the Contractor is responsible under this Section, and, further to the Contractor's indemnification obligations, the Contractor shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) The Contractor shall, and shall cause Contractor Agents to, cooperate with the County in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Contractor and/or a Contractor Agent in connection with this Agreement.

(d) The provisions of this Section shall survive the termination of this Agreement.

9. Insurance. (a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate coverage, (ii) if subcontracting in whole or part with another entity to provide professional services, then the subcontractor shall have one or more

policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than five million dollars ($5,000,000) per claim; (iii) workers' compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractor or any approved subcontractor pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the County and (ii) in form and substance acceptable to the County. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement, including, but without limitation, any attorney hired by the Contractor in connection with this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the County. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under any insurance required hereunder, the Contractor shall provide written notice to the County of the same and deliver to the County renewal or replacement certificates of insurance. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Contractor to maintain Workers' Compensation Insurance shall render this Agreement void and of no effect. The failure of the Contractor to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

10. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

11. Termination. (a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the Contractor, (ii) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, (iii) upon mutual written Agreement of the County and the Contractor,

and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "Cause" includes: (i) a material breach of this Agreement which is not cured by Contractor within seven (7) days after written notification from the County; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

(b) By the Contractor. This Agreement may be terminated by the Contractor if performance becomes impracticable through no fault of the Contractor, where the impracticability relates to the Contractor's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Contractor delivering to the County, at least ninety (90) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that the Contractor is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Contractor's right to terminate under this subsection. A copy of the notice given to the County shall be given to the Deputy County Executive who oversees the administration of the Office of the County Treasurer (the "Applicable DCE").

(c) In connection with the termination or impending termination of this Agreement the Contractor shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning the Contractor's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

12. Accounting Procedures; Records. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the Comptroller, the County, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

13. Limitations on Actions and Special Proceedings Against the County. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

(a) Notice. At least thirty (30) days prior to seeking relief, the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Contractor shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the County Treasurer and (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Contractor shall allege that the above-described actions and inactions preceded the Contractor's action or special proceeding against the County.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

14. Work Performance Liability. The Contractor is and shall remain primarily liable for the successful completion of all work in accordance with this Agreement irrespective of whether the Contractor is using a Contractor Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Contractor Agent has been approved by the County.

15. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

16. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee or Contractor employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Office of the Nassau County Treasurer, to the attention of the County Treasurer at 1 West Street, Mineola, NY 11501, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Contractor shall obtain from the County) at the principal address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, (iv) if to the County Attorney, to the attention of the County Attorney at One West Street, Mineola, NY, 11501, and (v) if to the Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the principal address specified above for the Contractor, and to Contractor's General Counsel at the same

address, or in each case to such other persons or addresses as shall be designated by written notice.

17. All Legal Provisions Deemed Included; Severability; Supremacy; Construction. (a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

(d) Each party has cooperated in the negotiation and preparation of this Agreement, so if any construction is made of the Agreement it shall not be construed against either party as drafter.

18. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

19. Administrative Service Charge. The Contractor agrees to pay the County an administrative service charge of five hundred thirty-three dollars ($533.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 201-2001 and 126-2006. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement.

20. Executory Clause. Notwithstanding any other provision of this Agreement:

(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any

Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

21. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supercedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the Contractor and the County have executed this Agreement as of the date first above written.

CAPITAL RESOURCE MANAGEMENT, INC.

By: _____
Name: Laura Lowenstein
Title: President
Date: 7/25/16

NASSAU COUNTY

By: _____
Name: _____
Title: Deputy County Executive
Date: _____

, Subcontractor

By: _____
Name: _____
Title: Partner _____
Date: _____

PLEASE EXECUTE IN BLUE INK

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

On the 25 day of July in the year 2016 before me personally came Laura Lowenstein to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the President & CEO of Capital Resource Management, Inc., the company described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said company.

NOTARY PUBLIC

MARIA PELLEGRINO
Notary Public - State of New York
NO. 01PE6224820
Qualified in Nassau County
My Commission Expires Jul 12, 2018

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

On the ____ day of _____ in the year 2016 before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is the _____ of _____, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

Appendix A
Scope of Services

A. GENERAL CONTRACTUAL, LEGAL AND ETHICAL STANDARDS

1. The services to be provided by the Contractor shall include the collection of debts and receivables and litigation of claims and judgments (collectively referred to as "Cases") and related services, including but not limited to skip tracing and asset location. Cases referred to the Contractor shall include, without limitation, claims for the non-payment of: (i) the collection of emergency ambulance billings (ii) other fees and debts owed to various County departments and agencies. The Contractor will rely completely on the County to provide correct information about each Case(s) and, specifically, about any dollar amount in question. The County will promptly update and correct any information it has provided to the Contractor. In particular, the County will promptly notify the Contractor of any payment or other satisfaction of indebtedness made directly to the County or any other action affecting the amount or timing of monies owed by any debtor to the County, including notification of any debtor's retention of counsel or the filing of bankruptcy by any debtor.

2. The Contractor shall use maximum, diligent and timely efforts to attempt to effect collection.

3. All the Contractor's operations must be performed in accordance with the highest standard of legal ethics.

4. The Contractor shall comply strictly with any statute, act, law, ordinance, rule, regulation, guideline or code of conduct with respect to the collection of debts, communication with debtors and collection agency procedures, made or issued by any federal, state, city, county, town or village governmental agency in any jurisdiction or location in which any attempt to collect the debts described herein is made, including but not limited to the following: Fair Debt Collection Practices Act, 15 U.S.C. § 1692; New York State Judiciary Law Article 15, § 489; New York State General Business Law §§ 600 and 601; New York Executive Law § 63 subchapter 12.

5. All of the Contractor's employees assigned to perform work under this Agreement shall be closely directed and supervised by Contractor and shall strictly comply with all laws and regulations applicable to collection activities, and may not perform any function nor make any representation which lawfully may not, or professionally should not, be made by individuals who are not attorneys.

6. The Contractor shall assign matters requiring legal intervention to a law firm approved by the Nassau County Attorney ("County Attorney"), and that firm shall be responsible for the supervision and administration of the Contractor's performance of litigation services under this agreement and for the Contractor's coordination of its own efforts with those of the County.

7. In performing the services to be provided under this Agreement, the Contractor shall not represent that it is associated with, but may represent that it acts on behalf of, the County.

8. The Contractor may not contract out any work, including but not limited to litigation matters, without the prior express written permission of the County Attorney.

9. No Case shall be assigned to an attorney, or litigated in any way, unless the County Attorney approves such action, in the County's sole discretion, and the attorney to whom the Case shall be assigned.

B. ASSIGNMENT AND RECALL OF CASES TO/FROM THE CONTRACTOR:

1. The County will refer to the Contractor such Cases as it may in its sole discretion determine during the term of this Agreement. The County makes no representation as to the number of Cases that will be referred to the Contractor during the term of this Agreement. Referrals may be increased or decreased, without notice as the County deems appropriate. The County may attempt to make collections on Cases before they are referred to the Contractor.

2. The County may at any time, for any reason, recall any and all matters or Cases referred to the Contractor. The Contractor agrees to return to the County any and all matters recalled within 15 days of receipt of notice of any such recall. No Service Fees shall be due on any Case after it has been recalled by the County except for Service Fees earned on monies paid within thirty days of the recall and which were due to action undertaken by the Contractor prior to the County's notice to return the Case.

3. In any matter in which the interests of the County and any other client of the Contractor are, or may become adverse, the Contractor shall contact the County in writing, and provide an opinion as to the existence of, or potential for, conflict in the matter, and the Contractor's recommendation on how best to proceed.

C. COLLECTION, SKIP TRACING AND ASSET LOCATION EFFORTS

1. The Contractor shall provide skip tracing for the purpose of locating defendants and judgment debtors, and shall use skip tracing and other means available to skip trace each unverifiable or bad address, and shall document its skip tracing efforts.

2. Within a reasonable number of days of receipt of a Case, the Contractor shall mail a claim letter to each potential defendant with "address correction requested" noted on the envelope. The form of claim letter shall be subject to the review and approval of the County Attorney in his or her sole discretion. If mail cannot be delivered, the Contractor shall verify each potential defendant's name and residence address, skip tracing each in accordance with this Appendix A.

3. The Contractor's asset locating and judgment collection efforts shall include diligent and timely attempts to locate and verify each judgment debtor's address, place of employment and assets subject to attachment and execution.

4. In its sole discretion, the Contractor shall perform skip tracing and asset location by employing skip tracers and maintaining access to and/or utilizing all available and appropriate methods including, but not limited to, the following tools, their successors or equivalents:

   (a) Reverse Directories;

   (b) Real estate records;

   (c) Dial-in inquiry to New York State Motor Vehicle records;

   (d) Direct access to computerized data bases of credit reporting services;

   or other legal methods acceptable to the County and agreed to between the Contractor and the County.

D. LITIGATION SERVICES

1. All attorneys utilized by Contractor to perform services pursuant to this contract shall be members in good standing of the Bar of the State of New York.

2. The attorney shall be responsible for investigation of Cases where necessary, preparing and sending notices to debtors, drafting and serving a summons and complaint (properly verified where necessary), selecting, assuring the reliability of, and paying for the process server, providing sufficient supervision and review of the process server's actions to assure compliance with the requirements of law and to assure the validity of the affidavits of service and non-military service completed by the process

server, for commencing of and/or defending all necessary motions, unless notified to the contrary by the County, and for performing all the steps necessary in the litigation and collection of a Case, including but not limited to making maximum efforts to effect collections and following any County procedures for the settlement of a claim or judgment. The County reserves the right to direct the Contractor to instruct any attorney to discontinue use of particular process servers on Cases referred by the County effective immediately upon receipt of written notice from the County directing such discontinuation.

3. Prior to the service of any legal document by the Contractor or its attorneys acting on behalf of the County, one of the attorneys assigned by that firm shall review the particular file to determine that the criteria for legal action have been met, that the party to be served resides at the address appearing on the file, that the place of employment is verified, if necessary, and that all summonses and complaints, motions, notices, income executions, restraining notices, property executions, and all other pleadings and papers are served pursuant to law. Such attorney shall also review each legal document for its content, accuracy and lawfulness.

4. If requested by the Nassau County Attorney's Office (the "Office of the County Attorney") , litigation shall be commenced no later than six (6) months after assignment of a Case to the Contractor and shall be timely prosecuted. As agreed to by the attorney and directed by the County Attorney, attorneys shall pursue Cases, where appropriate, in all available state, federal, and local forums, including but not limited to Surrogate's Court and Bankruptcy Court.

5. Inquests shall be requested promptly after a default, where the inquest is necessary to obtain a judgment.

6. To the extent possible and as allowed by law, actions to collect judgments shall include, but are not limited to, service of income executions, property executions, restraining orders, initiation of supplementary proceedings, and where appropriate, other litigation efforts. Collection activities on judgments shall commence promptly, but no later than six months after entry of judgment.

E. ENTRY, RECORDING, AND SATISFACTION OF JUDGMENTS

1. County-approved attorneys shall cause all judgments to be entered, filed and docketed in the county where the action was brought, in the judgment debtor's county of residence, if within New York State, and in any county within New York State where the judgment debtor owns real property (as such fact becomes known), if not already so entered.

2. If a judgment has been satisfied, the County-approved attorney shall prepare a satisfaction of judgment within the time provided by law, shall file the original satisfaction with the court and shall send one copy to the judgment debtor, in accordance with applicable law.

3. The Contractor shall compute and collect interest on all judgments in accordance with applicable laws, regulations and rules, from the entry of each judgment.

F. FILES, REPORTS, AND PROCEDURES

1. The Contractor shall maintain a separate file for each referred Case. Files may be maintained electronically. Each file shall contain copies of all documents pertaining to the Case, copies of correspondence received from the responsible party, a record of all correspondence sent by the Contractor, and a record of all steps taken by the Contractor regarding the Case. All such files shall remain the property of the County. Separate records of the actions and activity occurring on all Cases that have been referred for legal action shall be maintained by the attorney's office and shall be preserved and available for inspection by the County

2. The Contractor shall maintain and utilize a computer system to track the status of all pending Cases both alphabetically and by agency of origin. The computer system shall generate the following reports which will be furnished to the County Treasurer, on a monthly basis, by the tenth working day following the month being reported: a status report for (i) pending claims and (ii) pending judgments, in alphabetical order by debtor, containing the following information: the County's claim number; the referring agency; the date of assignment to the Contractor; the date the claim accrued; the current status of each claim or judgment; the date of the last activity on each Case; a method of highlighting Cases in which no activity has occurred for two months; and totals for the number and amount of pending claims and judgments;

3. The reports described in paragraph F 2 of this Appendix A, and any other reports that may reasonably be required by the County, shall be available in both hard copy and electronically and furnished, in a format acceptable to the County, and are subject to criteria and standards to be established and set by the County. The Contractor will correct any errors in any

reports that are discovered by the Contractor or brought to the attention of the Contractor by the County. The County may, at its sole discretion, alter its reporting requirements, and the Contractor shall promptly comply with any such revised reporting requirements.

4. The Contractor shall advise the County of all of its collection procedures, and shall only employ those collection procedures explicitly approved by the County and authorized by law. The County reserves the right to require the Contractor to modify or change its procedures, and no procedure may be used by the Contractor which in the County's judgment is unfair, unethical, illegal or contrary to the best interest of the County.

5. Copies of all form "dunning" letters to be used by the Contractor shall be submitted to the County Attorney for approval prior to use.

6. The Contractor shall promptly report to the County Attorney any significant or potentially significant issue of law or fact which may arise in the course of collection of a Case. If the County Attorney agrees that a significant issue of law or fact is presented, the Case, in the sole discretion of the County Attorney, may either be returned to the County Attorney, or litigated by Contractor's attorney, subject to the supervision and approval of the County Attorney.

7. The Contractor shall promptly report to the County Attorney all counterclaims served against the County. In the sole discretion of the County Attorney, the Case may either be returned to the County Attorney or litigated by Contractor's attorney, subject to such supervision and control of the County Attorney, as the County Attorney deems appropriate. The Contractor shall not be entitled to a separate fee for defending any counterclaim.

8. No appeal may be filed without consent of the County, except to protect a statutory deadline. In such case, notification must be made promptly to the County Attorney. All Notices of Appeal served by the Contractor shall be delivered to the Office of the County Attorney.

9. All offers of settlement shall be submitted to the County Attorney on a form to be approved by the County Attorney, containing a statement of the facts and setting forth the Contractor's recommendations, and the basis for such recommendations.

10. No Case shall go without activity by the Contractor for more than three months except those Cases awaiting action by the courts, the sheriff or marshal, or Cases in which the Contractor is awaiting a response from a debtor or debtor's counsel and the Contractor or its attorney makes a Case notation that allowing additional time for a response is appropriate.

11. Each month the Contractor shall return those Cases which, after making every reasonable effort to collect, it deems uncollectible. Returns shall be made in a manner acceptable to the County. Subject to direction from the County, the Contractor may return all Cases within six months after assignment when the defendant cannot be located, or where the Contractor, in the reasonable exercise of its judgment, deems the claim or judgment uncollectible. The County may review the Cases returned, and in its sole discretion, require the Contractor to make additional collection efforts.

12. In the event that the Contractor receives correspondence, communication or payment relating to a Case which has not been assigned to the Contractor, or which has been closed and returned, the Contractor shall at no charge, inform the correspondent to contact the County Treasurer and shall notify the County Treasurer of the correspondence, communication or payment and forward such, in accordance with the County's instructions.

Exhibit "B"
Claim Voucher Form

COUNTY OF NASSAU

CLAIM VOUCHER

CLAIMANT: Fill out only those areas printed in red. SEE reverse side for instructions.

INVOICE NUMBER ①	DOCUMENT # ___ *(FOR NASSAU COUNTY DEPARTMENT USE ONLY)*
ORDER/CONTRACT NO. ②	BLANKET ORDER NO. ③

VENDOR INFORMATION: NUMBER (9) SUFFIX (2)

④ _____ ⑤ _____

NAME (30) ⑥ _____

(30) _____

ADDR (30) ⑦ _____

(30) _____

(30) _____

DISCOUNT AMOUNT

DISCOUNT DATE MO (2) DY (2) YR (2)

CLAIMANTS CERTIFICATION

I hereby certify that this claim voucher is just, true, and correct; that the amount claimed is actually due and owing and has not been previously claimed; that no taxes from which the County is exempt are included; and that any amounts claimed for disbursements have actually and necessarily been made. I further certify that all items and/or services were delivered or rendered as set forth in this claim, and for all items and/or services delivered or rendered in accordance with a purchase order or contract that the prices charged are in accordance with the reference purchase order or contract. For all claims made as reimbursement for employee expenses, I further certify that the amounts set forth were actually and necessarily expended for the benefit of Nassau County, and that the monies expended have not been reimbursed nor do I expect to be reimbursed from any source.

⑧ _____ Claimants Name _____ Date

X _____ By (Signature) _____ Title

DEPT. GOODS OR SERVICES DELIVERED TO ⑨

VENDOR'S PAYMENT TERMS ⑩

⑪ DATE DELIVERED	ITEMIZATION	UNIT PRICE	AMOUNT
		⑫ TOTAL CLAIMED ▶	

For Nassau County Department Use Only:

NIFS ACCOUNT CODES *Please note that only one invoice is payable per claim voucher. The invoice may be charged to more than one account code.*

LINE #	INDEX	SUBOBJ	USERCODE	PROJECT	PROJDETAIL	GRANT	GRTDETAIL	G/L ACCOUNT	SUBSIDIARY	AMOUNT
1										

INVOICE NO or CLAIM NO and DESCRIPTION (50):

FORMAT - "invoice no. or claim no." description

LINE #	INDEX	SUBOBJ	USERCODE	PROJECT	PROJDETAIL	GRANT	GRTDETAIL	G/L ACCOUNT	SUBSIDIARY	AMOUNT
2										

INVOICE NO or CLAIM NO and DESCRIPTION (50):

FORMAT - "invoice no. or claim no." description

LINE #	INDEX	SUBOBJ	USERCODE	PROJECT	PROJDETAIL	GRANT	GRTDETAIL	G/L ACCOUNT	SUBSIDIARY	AMOUNT
3										

INVOICE NO or CLAIM NO and DESCRIPTION (50):

FORMAT - "invoice no. or claim no." description

LINE #	INDEX	SUBOBJ	USERCODE	PROJECT	PROJDETAIL	GRANT	GRTDETAIL	G/L ACCOUNT	SUBSIDIARY	AMOUNT
4										

INVOICE NO or CLAIM NO and DESCRIPTION (50):

FORMAT - "invoice no. or claim no." description

NC Department _____ **Amount Approved $** _____

Contact Person _____ **Date** _____

Telephone No. _____ **Comptrollers Approval** _____

Instructions for Completing County of Nassau Claim Voucher NIFS560

The numbers below refer to the circled numbered areas on the claim voucher. The claimant should fill in all those areas that are numbered on the face of this form. The completed and signed claim voucher and accompanying documentation should be mailed to the Nassau County department that has received the goods or services.

1 Enter your invoice number if applicable.

2 Order or contract # - Complete this section only if your claim is against an encumbered purchase order, delivery order, or contract . The code will be shown on the order, or contract. Do not complete this section if your claim is against an unencumbered blanket order, or other authority.

3 Blanket order # - Complete this section only if your claim is against a blanket order.

4 Vendor identification Number - Insert your nine-digit Federal identification number, or, if an individual without such a number, insert your social security number.

5 Vendor number suffix - If your organization services us from more than one location, include the two digit suffix which has been assigned to you. The suffix may be found on the order or contract.

6 Vendor name - Complete this area with the name as it appears on our order or contract with you.

7 Vendor address - Complete this area with your remit to address.

8 Claimant's certification - Read the certification language carefully and complete this area. The claimant name must be exactly as shown on the contract or order. This must be signed and dated by an authorized person within your organization. Claim vouchers not properly certified will be returned to you unpaid.

9 Destination - Indicate to which Nassau County department the goods or services were delivered.

10 Terms - The vendor should state the terms of payment. Any offered discounts should be stated here.

11 Date of delivery or service, itemization, unit price, amount - Complete this area as appropriate. Itemization should be detailed enough so that the claim can be audited without further inquiry. If you are submitting your own itemized invoice, it is not necessary to repeat this detail on the claim voucher. Your invoice should be attached the voucher and reference made to it in the space for itemization on the voucher. PLEASE NOTE: ONLY ONE INVOICE PER VOUCHER MAY BE SUBMITTED.

12 Total claimed - State the total dollar amount being claimed.

IMPORTANT NOTE TO COUNTY DEPARTMENTS

Please complete the voucher document number generated from NIFS.
Vouchers cannot be paid without this number.

ONLY ONE INVOICE IS PAYABLE PER CLAIM VOUCHER

Complete the accounting information on at least one line under "NIFS Account Codes."
Use additional lines if more than one account is being charged.

Complete and enter into NIFS "invoice no. or claim no. and description" using the following format:

> Asterisk (*), followed by the vendor's invoice number if provided, followed by an asterisk (*), and then a description of the goods or services.
>
> When no invoice number has been provided, enter asterisk (*), followed by the claim number pre-printed at the top, followed by an asterisk (*) and then a description of the goods or services. *A total of up to (50) characters may be used.*

Enter the name of your department, your name, and telephone number.

Appendix EE
Equal Employment Opportunities for Minorities and Women

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

(a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.

(e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

(f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so

that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.

b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.

c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such

modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefor or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars ($25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or

rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars ($100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term "County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.

b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation

c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation

d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.

e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.

f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation

g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.

h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation

i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

Appendix L

Certificate of Compliance

In compliance with Local Law 1-2006, as amended (the "Law"), the Contractor hereby certifies the following:

1. The chief executive officer of the Contractor is:

   Laura Lowenstein _____ (Name)

   2116 Merrick Ave., Ste 3002, Merrick, NY 11566 _____ (Address)

   516-442-4045 _____ (Telephone Number)

2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the Contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such Contractor establishes to the satisfaction of the Department that at the time of execution of this Agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor

3. In the past five years, Contractor _____ has _X_ has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

   _____

   _____

   _____

   _____

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action _____ has _X_ has not been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

5. Contractor agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

7/25/16
Dated

Signature of Chief Executive Officer

Laura Lowenstein
Name of Chief Executive Officer

Sworn to before me this
25 day of July, 2016.

Notary Public

MARIA PELLEGRINO
Notary Public - State of New York
NO. 01PE6224820
Qualified in Nassau County
My Commission Expires Jul 12, 2018

CONTRACT

THIS AGREEMENT, dated as the date of execution by the County (the "Effective Date") (together with the Addendum, schedules, appendices, attachments and exhibits, if any ("this Agreement" or "Agreement"), between (i) **COUNTY OF NASSAU**, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the Office of the Nassau County Treasurer, having its principal office at One West Street, Mineola, New York 11501 (the "Department" and "Treasurer") and (ii) **Capital Resource Management, Inc.**, a New York domestic business corporation, having its principal office at 2005 Merrick Road, Suite 116, Merrick, NY 11566 (the "Contractor").

W I T N E S S E T H:

WHEREAS, the County requires to retain a vendor to provide debt collection services relating to the collection of emergency ambulance billings; and

WHEREAS, the County issued Request for Proposals # TR0112-1602 on January 20, 2016 (the "RFP"); and

WHEREAS, the RFP sought proposals from qualified collection firms and agencies authorized to do business in the State of New York, to provide collection services, including without limitation the collection of debts and receivables and the litigation of claims and judgments, to various Nassau County departments; and

WHEREAS, the Contractor submitted a proposal in the response to the RFP dated February 10, 2016 (the "Proposal"); and

WHEREAS, the Proposal to provide debt collection services relating to the collection of emergency ambulance billings was found to be beneficial to the County; and

WHEREAS, the County partially awarded a contract to Contractor and selected Contractor to provide debt collection services relating to the collection of **Emergency Ambulance Billings** to the County in accordance with the Contractor's Proposal and forwarded Contractor a Notice of Intent to Award on or about April 26, 2016; and

WHEREAS, the County wishes to retain the Contractor to provide the services described in this Agreement to the County and the Contractor desires to provide such services;

WHEREAS, this is a personal service contract within the intent and purview of Section 2206 of the County Charter; and

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Agreement, the parties agree as follows:

1. Term. This Agreement shall commence on the Execution Date and continue for a period of three (3) years, unless terminated sooner in accordance with the provisions of this Agreement. Notwithstanding the foregoing, the County may, in its sole discretion, renew the term for two (2) additional one (1) year periods under the same terms and conditions for a total term of five (5) years.

2. Services. The services to be provided under this Agreement by the Contractor and the attorney selected by it and approved by the County Attorney shall consist of debt collection services and litigation services associated therewith relating to the collection of emergency ambulance billings as more fully described in Appendix A annexed hereto and hereby made a part hereof.

1.

3. Payment. (a) Amount of Consideration. The amount to be paid to the Contractor as full consideration for the Contractor's services (the "Services Fees") under this Agreement shall be: (i) Twenty-Three Percent (23%) of the gross amount collected by Contractor on consumer / commercial claims referred by the County; and (ii) Twenty Three Percent (23%) of the gross amount recovered by the Contractor on secondary placement claims referred by the County; (iii) Twenty-Four Percent (24%) of the gross amount collected plus enforcement costs for judgment enforcement claims referred by the County; and (iv) Twenty-Seven Percent (27%) of the gross amount collected plus suit costs for legal / litigation claims.

(b) Billing; Payment Procedure. The Contractor shall deposit an amount equal to all monies collected on the assigned Cases, as defined in Appendix A, into a County account in a depository designated by the County, in a format acceptable to the County, in the County's sole discretion, weekly on the Monday following the date of such collection; secure a receipted deposit slip from the depository; and immediately mail or deliver by hand the receipted deposit slip to the Office of the Nassau County Treasurer. A manual or electronic report in a format acceptable to the County containing the details of collections shall be forwarded to the County Treasurer by the tenth day of each month for all deposits made in the preceding month. In the event that the Contractor fails to deposit the monies collected as provided above, the Contractor shall be required to pay the County, upon demand, the actual interest that the County was unable to accrue (calculated at the rate of nine percent (9%) per annum) as a result of the delay in depositing the monies. In the event the Contractor fails to deliver the receipted deposit slip within two (2) working days after it is required to do so, the County may, after providing three (3) days written notice to Contractor, impose a liquidated damage of one hundred ($100.00) dollars for each day the Contractor fails to comply with its obligation to deliver a receipted deposit slip to the Treasurer after the written notice is received by the Contractor. The aforementioned interest and/or liquidated damages shall be paid within ten (10) business days after written notification by the County, or alternatively, may be deducted from any payments due the Contractor.

(c) Direct Payments to County. In the event that the County recalls a Case from the Contractor, any payment received by the County within thirty (30) days of such recall shall be treated as though the payment and monies recovered was collected by the Contractor prior to the recall, however this paragraph shall not apply to Cases recalled

based on the County's exercise of the right to terminate this agreement pursuant to section 11(a)(ii) herein. The County shall provide written notice to the Contractor of the recall of a Case.

(d) Reimbursement; Filing Fee Exemptions. The County shall reimburse the Contractor and/or its County-approved attorney for reasonable and necessary out-of-pocket disbursements actually incurred at cost without mark-up for process server fees, sheriff or marshal fees, court costs, or filing fees in its collection and litigation efforts under this Agreement. The aforementioned fees and costs shall be advanced by the Contractor. Actions and proceedings to collect on the claims of the County commenced in New York State Supreme Court within the County of Nassau are exempt from court fees and from certain County Clerk's fees. In the event the Contractor is informed that such exemptions do not apply, the Contractor must immediately notify and obtain written consent of the County before incurring such costs. If such exemptions do not apply and the Contractor has obtained written consent from the County, the Contractor shall be reimbursed for any such approved court and county clerk costs and fees. No other costs or expenses, including without limitation credit card service fees, will be reimbursed by the County. The County will not reimburse the Contractor for any costs incurred after a Case has been recalled.

(e) Vouchers; Voucher Review Approval and Audit. The Contractor shall bill the County for the Services Fees and reasonable out-of-pocket fees and disbursements (as described in subsection (d) above) on a monthly basis by submitting a claim voucher (the "Voucher") in the form attached hereto as Exhibit "B". Payment shall be made to the Contractor in arrears and shall be contingent upon the Contractor submitting a voucher in a form satisfactory to the County. The Voucher shall be addressed to the Office of the Nassau County Treasurer, 1 West Street, Mineola, NY, 11501, and must include a reference to Mr. Beaumont Jefferson, County Treasurer, or any other person designated by the County, as the contact person for the services and the Contractor's Tax Identification number. The Voucher shall include (i) the name of each Case in which money has been collected and/or disbursed, (ii) the amount of money collected/and or disbursed for each Case, (iii) a reasonably specific statement of the services provided and the payment requested for such services, (iv) a statement certifying that the services rendered and the payment requested are in accordance with this Agreement, (v) accompanying documentation satisfactory to the County supporting the amount claimed and (vi) any other material information that may reasonably be requested by the County. All payments made by the County to the Contractor shall be contingent upon and subject to review, approval and audit of the Voucher by the Office of the Nassau County Treasurer and/or the Nassau County Comptroller or his or her duly designated representative (the "Comptroller").

(f) Timing of Payment Claims. The Contractor shall submit Vouchers no later than three (3) months following the County's receipt of money that is the subject of a particular Case and no more frequently than once a month. Late Vouchers will be honored by the County upon appropriate notice and excusable neglect on the part of the Contractor.

(g) No Duplication of Payments. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the Contractor and any funding source including the County.

(h) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Contractor following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after the Contractor received notice that the County did not desire to receive such services.

4. Independent Contractor. The Contractor is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent, subcontractor or independent contractor of the Contractor (a "Contractor Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement, the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

5. No Arrears or Default. The Contractor is not in arrears to the County upon any debt or contract and is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

6. Compliance With Law. (a) Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and as amended, conflicts of interest, human rights, a living wage, discrimination, privacy, disclosure of information, and vendor registration, in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of the HIPAA Business Associate Addendum ("Addendum"), Appendices A and EE attached hereto and hereby made a part hereof. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees as follows:

(i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;

(ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, such breach being determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.

(iii) On a yearly basis, Contractor shall provide the County with any material changes to its Certificate of Compliance, attached to this Agreement as Appendix L.

(c) Non-Disclosure. The Contractor acknowledges that it may be privy to sensitive and confidential information, records and data ("Information") acquired in connection with its performance under this Agreement. As such, the Contractor acknowledges and agrees that all Information (including without limitation Protected Health Information as described in the Addendum) acquired in connection with its performance under this Agreement shall be strictly confidential, held in the strictest confidence, and used solely for the purpose of performing services to or on behalf of the County and the Contractor. The Contractor shall, and shall cause Contractor Agents to, safeguard such Information and not disclose it to third parties except (i) as permitted under this Agreement, (ii) with the prior written consent of the County (and then only to the extent of the consent), or (iii) upon legal compulsion. The Contractor acknowledges that breach of the Non-Disclosure provisions of this Agreement may give rise to irreparable injury that may not adequately be compensable in damages or at law. Accordingly, Contractor agrees that injunctive relief may be an appropriate remedy in addition to any other remedies that may lie in equity or at law. The provisions of this paragraph shall survive the termination of this Agreement.

(d) Records Access. The parties acknowledge and agree that all Information acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Contractor acknowledges that Contractor Information in the County's possession may be subject to disclosure under Section 87 of the New York State Public Officer's Law. In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.

7. Minimum Service Standards. Regardless of whether required by Law: (a) the Contractor shall, and shall cause Contractor Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) The Contractor shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor

operates. The Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

(c) The Contractor shall ensure that any law firm to which it subcontracts to provide litigation services under this Agreement maintains professional liability insurance in accordance with Section 9 hereunder and any attorney assigned to handle County cases is in good standing with the Bar of the State of New York. Such law firm shall provide services in accordance with the best practices of the legal profession and in accordance with the Code of Professional Responsibility.

8. Indemnification; Defense; Cooperation. (a) The Contractor shall be solely responsible for and shall indemnify and hold harmless the County and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses and damages (including, without limitation, attorneys' fees and disbursements) ("Losses"), arising out of or in connection with any acts or omissions of the Contractor or a Contractor Agent, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligent acts or omissions of the County.

(b) The Contractor shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Contractor's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which the Contractor is responsible under this Section, and, further to the Contractor's indemnification obligations, the Contractor shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) The Contractor shall, and shall cause Contractor Agents to, cooperate with the County in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Contractor and/or a Contractor Agent in connection with this Agreement.

(d) The provisions of this Section shall survive the termination of this Agreement.

9. Insurance. (a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate coverage, (ii) if subcontracting in whole or part with another entity to provide professional services, then the subcontractor shall have one or more

policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than five million dollars ($5,000,000) per claim; (iii) workers' compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractor or any approved subcontractor pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the County and (ii) in form and substance acceptable to the County. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement, including, but without limitation, any attorney hired by the Contractor in connection with this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the County. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under any insurance required hereunder, the Contractor shall provide written notice to the County of the same and deliver to the County renewal or replacement certificates of insurance. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Contractor to maintain Workers' Compensation Insurance shall render this Agreement void and of no effect. The failure of the Contractor to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

10. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

11. Termination. (a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the Contractor, (ii) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, (iii) upon mutual written Agreement of the County and the Contractor,

and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "Cause" includes: (i) a material breach of this Agreement which is not cured by Contractor within seven (7) days after written notification from the County; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

(b) By the Contractor. This Agreement may be terminated by the Contractor if performance becomes impracticable through no fault of the Contractor, where the impracticability relates to the Contractor's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Contractor delivering to the County, at least ninety (90) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that the Contractor is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Contractor's right to terminate under this subsection. A copy of the notice given to the County shall be given to the Deputy County Executive who oversees the administration of the Office of the County Treasurer (the "Applicable DCE").

(c) In connection with the termination or impending termination of this Agreement the Contractor shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning the Contractor's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

12. Accounting Procedures; Records. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the Comptroller, the County, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

13. Limitations on Actions and Special Proceedings Against the County. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

(a) Notice. At least thirty (30) days prior to seeking relief, the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Contractor shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the County Treasurer and (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Contractor shall allege that the above-described actions and inactions preceded the Contractor's action or special proceeding against the County.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

14. Work Performance Liability. The Contractor is and shall remain primarily liable for the successful completion of all work in accordance with this Agreement irrespective of whether the Contractor is using a Contractor Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Contractor Agent has been approved by the County.

15. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

16. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee or Contractor employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Office of the Nassau County Treasurer, to the attention of the County Treasurer at 1 West Street, Mineola, NY 11501, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Contractor shall obtain from the County) at the principal address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, (iv) if to the County Attorney, to the attention of the County Attorney at One West Street, Mineola, NY, 11501, and (v) if to the Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the principal address specified above for the Contractor, and to Contractor's General Counsel at the same

address, or in each case to such other persons or addresses as shall be designated by written notice.

17. All Legal Provisions Deemed Included; Severability; Supremacy; Construction. (a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

(d) Each party has cooperated in the negotiation and preparation of this Agreement, so if any construction is made of the Agreement it shall not be construed against either party as drafter.

18. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

19. Administrative Service Charge. The Contractor agrees to pay the County an administrative service charge of five hundred thirty-three dollars ($533.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 201-2001 and 126-2006. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement.

20. Executory Clause. Notwithstanding any other provision of this Agreement:

(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any

Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

21. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supercedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the Contractor and the County have executed this Agreement as of the date first above written.

CAPITAL RESOURCE MANAGEMENT, INC.

By: _____
Name: Laura Lowenstein
Title: President
Date: 7/25/16

NASSAU COUNTY

By: _____
Name: _____
Title: Deputy County Executive
Date: _____

, Subcontractor

By: _____
Name: _____
Title: Partner _____
Date: _____

PLEASE EXECUTE IN BLUE INK

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

On the 25 day of July in the year 2016 before me personally came Laura Lowenstein to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the President & CEO of Capital Resource Management, Inc., the company described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said company.

NOTARY PUBLIC

MARIA PELLEGRINO
Notary Public - State of New York
NO. 01PE6224820
Qualified in Nassau County
My Commission Expires Jul 12, 2018

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

On the ____ day of _____ in the year 2016 before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is the _____ of _____, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

Appendix A
Scope of Services

A. GENERAL CONTRACTUAL, LEGAL AND ETHICAL STANDARDS

1. The services to be provided by the Contractor shall include the collection of debts and receivables and litigation of claims and judgments (collectively referred to as "Cases") and related services, including but not limited to skip tracing and asset location. Cases referred to the Contractor shall include, without limitation, claims for the non-payment of: (i) the collection of emergency ambulance billings (ii) other fees and debts owed to various County departments and agencies. The Contractor will rely completely on the County to provide correct information about each Case(s) and, specifically, about any dollar amount in question. The County will promptly update and correct any information it has provided to the Contractor. In particular, the County will promptly notify the Contractor of any payment or other satisfaction of indebtedness made directly to the County or any other action affecting the amount or timing of monies owed by any debtor to the County, including notification of any debtor's retention of counsel or the filing of bankruptcy by any debtor.

2. The Contractor shall use maximum, diligent and timely efforts to attempt to effect collection.

3. All the Contractor's operations must be performed in accordance with the highest standard of legal ethics.

4. The Contractor shall comply strictly with any statute, act, law, ordinance, rule, regulation, guideline or code of conduct with respect to the collection of debts, communication with debtors and collection agency procedures, made or issued by any federal, state, city, county, town or village governmental agency in any jurisdiction or location in which any attempt to collect the debts described herein is made, including but not limited to the following: Fair Debt Collection Practices Act, 15 U.S.C. § 1692; New York State Judiciary Law Article 15, § 489; New York State General Business Law §§ 600 and 601; New York Executive Law § 63 subchapter 12.

5. All of the Contractor's employees assigned to perform work under this Agreement shall be closely directed and supervised by Contractor and shall strictly comply with all laws and regulations applicable to collection activities, and may not perform any function nor make any representation which lawfully may not, or professionally should not, be made by individuals who are not attorneys.

6. The Contractor shall assign matters requiring legal intervention to a law firm approved by the Nassau County Attorney ("County Attorney"), and that firm shall be responsible for the supervision and administration of the Contractor's performance of litigation services under this agreement and for the Contractor's coordination of its own efforts with those of the County.

7. In performing the services to be provided under this Agreement, the Contractor shall not represent that it is associated with, but may represent that it acts on behalf of, the County.

8. The Contractor may not contract out any work, including but not limited to litigation matters, without the prior express written permission of the County Attorney.

9. No Case shall be assigned to an attorney, or litigated in any way, unless the County Attorney approves such action, in the County's sole discretion, and the attorney to whom the Case shall be assigned.

B. ASSIGNMENT AND RECALL OF CASES TO/FROM THE CONTRACTOR:

1. The County will refer to the Contractor such Cases as it may in its sole discretion determine during the term of this Agreement. The County makes no representation as to the number of Cases that will be referred to the Contractor during the term of this Agreement. Referrals may be increased or decreased, without notice as the County deems appropriate. The County may attempt to make collections on Cases before they are referred to the Contractor.

2. The County may at any time, for any reason, recall any and all matters or Cases referred to the Contractor. The Contractor agrees to return to the County any and all matters recalled within 15 days of receipt of notice of any such recall. No Service Fees shall be due on any Case after it has been recalled by the County except for Service Fees earned on monies paid within thirty days of the recall and which were due to action undertaken by the Contractor prior to the County's notice to return the Case.

3. In any matter in which the interests of the County and any other client of the Contractor are, or may become adverse, the Contractor shall contact the County in writing, and provide an opinion as to the existence of, or potential for, conflict in the matter, and the Contractor's recommendation on how best to proceed.

C. COLLECTION, SKIP TRACING AND ASSET LOCATION EFFORTS

1. The Contractor shall provide skip tracing for the purpose of locating defendants and judgment debtors, and shall use skip tracing and other means available to skip trace each unverifiable or bad address, and shall document its skip tracing efforts.

2. Within a reasonable number of days of receipt of a Case, the Contractor shall mail a claim letter to each potential defendant with "address correction requested" noted on the envelope. The form of claim letter shall be subject to the review and approval of the County Attorney in his or her sole discretion. If mail cannot be delivered, the Contractor shall verify each potential defendant's name and residence address, skip tracing each in accordance with this Appendix A.

3. The Contractor's asset locating and judgment collection efforts shall include diligent and timely attempts to locate and verify each judgment debtor's address, place of employment and assets subject to attachment and execution.

4. In its sole discretion, the Contractor shall perform skip tracing and asset location by employing skip tracers and maintaining access to and/or utilizing all available and appropriate methods including, but not limited to, the following tools, their successors or equivalents:

   (a) Reverse Directories;

   (b) Real estate records;

   (c) Dial-in inquiry to New York State Motor Vehicle records;

   (d) Direct access to computerized data bases of credit reporting services;

   or other legal methods acceptable to the County and agreed to between the Contractor and the County.

D. LITIGATION SERVICES

1. All attorneys utilized by Contractor to perform services pursuant to this contract shall be members in good standing of the Bar of the State of New York.

2. The attorney shall be responsible for investigation of Cases where necessary, preparing and sending notices to debtors, drafting and serving a summons and complaint (properly verified where necessary), selecting, assuring the reliability of, and paying for the process server, providing sufficient supervision and review of the process server's actions to assure compliance with the requirements of law and to assure the validity of the affidavits of service and non-military service completed by the process

server, for commencing of and/or defending all necessary motions, unless notified to the contrary by the County, and for performing all the steps necessary in the litigation and collection of a Case, including but not limited to making maximum efforts to effect collections and following any County procedures for the settlement of a claim or judgment. The County reserves the right to direct the Contractor to instruct any attorney to discontinue use of particular process servers on Cases referred by the County effective immediately upon receipt of written notice from the County directing such discontinuation.

3. Prior to the service of any legal document by the Contractor or its attorneys acting on behalf of the County, one of the attorneys assigned by that firm shall review the particular file to determine that the criteria for legal action have been met, that the party to be served resides at the address appearing on the file, that the place of employment is verified, if necessary, and that all summonses and complaints, motions, notices, income executions, restraining notices, property executions, and all other pleadings and papers are served pursuant to law. Such attorney shall also review each legal document for its content, accuracy and lawfulness.

4. If requested by the Nassau County Attorney's Office (the "Office of the County Attorney") , litigation shall be commenced no later than six (6) months after assignment of a Case to the Contractor and shall be timely prosecuted. As agreed to by the attorney and directed by the County Attorney, attorneys shall pursue Cases, where appropriate, in all available state, federal, and local forums, including but not limited to Surrogate's Court and Bankruptcy Court.

5. Inquests shall be requested promptly after a default, where the inquest is necessary to obtain a judgment.

6. To the extent possible and as allowed by law, actions to collect judgments shall include, but are not limited to, service of income executions, property executions, restraining orders, initiation of supplementary proceedings, and where appropriate, other litigation efforts. Collection activities on judgments shall commence promptly, but no later than six months after entry of judgment.

E. ENTRY, RECORDING, AND SATISFACTION OF JUDGMENTS

1. County-approved attorneys shall cause all judgments to be entered, filed and docketed in the county where the action was brought, in the judgment debtor's county of residence, if within New York State, and in any county within New York State where the judgment debtor owns real property (as such fact becomes known), if not already so entered.

2. If a judgment has been satisfied, the County-approved attorney shall prepare a satisfaction of judgment within the time provided by law, shall file the original satisfaction with the court and shall send one copy to the judgment debtor, in accordance with applicable law.

3. The Contractor shall compute and collect interest on all judgments in accordance with applicable laws, regulations and rules, from the entry of each judgment.

F. FILES, REPORTS, AND PROCEDURES

1. The Contractor shall maintain a separate file for each referred Case. Files may be maintained electronically. Each file shall contain copies of all documents pertaining to the Case, copies of correspondence received from the responsible party, a record of all correspondence sent by the Contractor, and a record of all steps taken by the Contractor regarding the Case. All such files shall remain the property of the County. Separate records of the actions and activity occurring on all Cases that have been referred for legal action shall be maintained by the attorney's office and shall be preserved and available for inspection by the County

2. The Contractor shall maintain and utilize a computer system to track the status of all pending Cases both alphabetically and by agency of origin. The computer system shall generate the following reports which will be furnished to the County Treasurer, on a monthly basis, by the tenth working day following the month being reported: a status report for (i) pending claims and (ii) pending judgments, in alphabetical order by debtor, containing the following information: the County's claim number; the referring agency; the date of assignment to the Contractor; the date the claim accrued; the current status of each claim or judgment; the date of the last activity on each Case; a method of highlighting Cases in which no activity has occurred for two months; and totals for the number and amount of pending claims and judgments;

3. The reports described in paragraph F 2 of this Appendix A, and any other reports that may reasonably be required by the County, shall be available in both hard copy and electronically and furnished, in a format acceptable to the County, and are subject to criteria and standards to be established and set by the County. The Contractor will correct any errors in any

reports that are discovered by the Contractor or brought to the attention of the Contractor by the County. The County may, at its sole discretion, alter its reporting requirements, and the Contractor shall promptly comply with any such revised reporting requirements.

4. The Contractor shall advise the County of all of its collection procedures, and shall only employ those collection procedures explicitly approved by the County and authorized by law. The County reserves the right to require the Contractor to modify or change its procedures, and no procedure may be used by the Contractor which in the County's judgment is unfair, unethical, illegal or contrary to the best interest of the County.

5. Copies of all form "dunning" letters to be used by the Contractor shall be submitted to the County Attorney for approval prior to use.

6. The Contractor shall promptly report to the County Attorney any significant or potentially significant issue of law or fact which may arise in the course of collection of a Case. If the County Attorney agrees that a significant issue of law or fact is presented, the Case, in the sole discretion of the County Attorney, may either be returned to the County Attorney, or litigated by Contractor's attorney, subject to the supervision and approval of the County Attorney.

7. The Contractor shall promptly report to the County Attorney all counterclaims served against the County. In the sole discretion of the County Attorney, the Case may either be returned to the County Attorney or litigated by Contractor's attorney, subject to such supervision and control of the County Attorney, as the County Attorney deems appropriate. The Contractor shall not be entitled to a separate fee for defending any counterclaim.

8. No appeal may be filed without consent of the County, except to protect a statutory deadline. In such case, notification must be made promptly to the County Attorney. All Notices of Appeal served by the Contractor shall be delivered to the Office of the County Attorney.

9. All offers of settlement shall be submitted to the County Attorney on a form to be approved by the County Attorney, containing a statement of the facts and setting forth the Contractor's recommendations, and the basis for such recommendations.

10. No Case shall go without activity by the Contractor for more than three months except those Cases awaiting action by the courts, the sheriff or marshal, or Cases in which the Contractor is awaiting a response from a debtor or debtor's counsel and the Contractor or its attorney makes a Case notation that allowing additional time for a response is appropriate.

11. Each month the Contractor shall return those Cases which, after making every reasonable effort to collect, it deems uncollectible. Returns shall be made in a manner acceptable to the County. Subject to direction from the County, the Contractor may return all Cases within six months after assignment when the defendant cannot be located, or where the Contractor, in the reasonable exercise of its judgment, deems the claim or judgment uncollectible. The County may review the Cases returned, and in its sole discretion, require the Contractor to make additional collection efforts.

12. In the event that the Contractor receives correspondence, communication or payment relating to a Case which has not been assigned to the Contractor, or which has been closed and returned, the Contractor shall at no charge, inform the correspondent to contact the County Treasurer and shall notify the County Treasurer of the correspondence, communication or payment and forward such, in accordance with the County's instructions.

Exhibit "B"
Claim Voucher Form

COUNTY OF NASSAU

CLAIM VOUCHER

CLAIMANT: Fill out only those areas printed in red. SEE reverse side for instructions.

INVOICE NUMBER	DOCUMENT #
①	*(FOR NASSAU COUNTY DEPARTMENT USE ONLY)*
ORDER /CONTRACT NO. ②	BLANKET ORDER NO. ③

VENDOR INFORMATION: NUMBER (9) SUFFIX (2)

④ ⑤

NAME (30) ⑥

(30)

ADDR (30) ⑦

(30)

(30)

DISCOUNT AMOUNT	DISCOUNT DATE MO (2) DY (2) YR (2)

CLAIMANTS CERTIFICATION

I hereby certify that this claim voucher is just, true, and correct; that the amount claimed is actually due and owing and has not been previously claimed; that no taxes from which the County is exempt are included; and that any amounts claimed for disbursements have actually and necessarily been made. I further certify that all items and/or services were delivered or rendered as set forth in this claim, and for all items and/or services delivered or rendered in accordance with a purchase order or contract that the prices charged are in accordance with the reference purchase order or contract. For all claims made as reimbursement for employee expenses, I further certify that the amounts set forth were actually and necessarily expended for the benefit of Nassau County, and that the monies expended have not been reimbursed nor do I expect to be reimbursed from any source.

⑧

Claimants Name Date

X

By (Signature) Title

DEPT. GOODS OR SERVICES DELIVERED TO ⑨ VENDOR'S PAYMENT TERMS ⑩

⑪ DATE DELIVERED	ITEMIZATION	UNIT PRICE	AMOUNT
		⑫ TOTAL CLAIMED ▶	

For Nassau County Department Use Only:

NIFS ACCOUNT CODES *Please note that only one invoice is payable per claim voucher. The invoice may be charged to more than one account code.*

LINE #	INDEX	SUBOBJ	USERCODE	PROJECT	PROJDETAIL	GRANT	GRTDETAIL	G/L ACCOUNT	SUBSIDIARY	AMOUNT
1										

INVOICE NO or CLAIM NO and DESCRIPTION (50):

FORMAT - 'invoice no. or claim no.' description

LINE #	INDEX	SUBOBJ	USERCODE	PROJECT	PROJDETAIL	GRANT	GRTDETAIL	G/L ACCOUNT	SUBSIDIARY	AMOUNT
2										

INVOICE NO or CLAIM NO and DESCRIPTION (50):

FORMAT - 'invoice no. or claim no.' description

LINE #	INDEX	SUBOBJ	USERCODE	PROJECT	PROJDETAIL	GRANT	GRTDETAIL	G/L ACCOUNT	SUBSIDIARY	AMOUNT
3										

INVOICE NO or CLAIM NO and DESCRIPTION (50):

FORMAT - 'invoice no. or claim no.' description

LINE #	INDEX	SUBOBJ	USERCODE	PROJECT	PROJDETAIL	GRANT	GRTDETAIL	G/L ACCOUNT	SUBSIDIARY	AMOUNT
4										

INVOICE NO or CLAIM NO and DESCRIPTION (50):

FORMAT - 'invoice no. or claim no.' description

NC Department _____ Amount Approved $ _____

Contact Person _____ Date _____

Telephone No. _____ Comptrollers Approval _____

Instructions for Completing County of Nassau Claim Voucher NIFS560

The numbers below refer to the circled numbered areas on the claim voucher. The claimant should fill in all those areas that are numbered on the face of this form. The completed and signed claim voucher and accompanying documentation should be mailed to the Nassau County department that has received the goods or services.

1 Enter your invoice number if applicable.

2 Order or contract # - Complete this section only if your claim is against an encumbered purchase order, delivery order, or contract . The code will be shown on the order, or contract. Do not complete this section if your claim is against an unencumbered blanket order, or other authority.

3 Blanket order # - Complete this section only if your claim is against a blanket order.

4 Vendor identification Number - Insert your nine-digit Federal identification number, or, if an individual without such a number, insert your social security number.

5 Vendor number suffix - If your organization services us from more than one location, include the two digit suffix which has been assigned to you. The suffix may be found on the order or contract.

6 Vendor name - Complete this area with the name as it appears on our order or contract with you.

7 Vendor address - Complete this area with your remit to address.

8 Claimant's certification - Read the certification language carefully and complete this area. The claimant name must be exactly as shown on the contract or order. This must be signed and dated by an authorized person within your organization. Claim vouchers not properly certified will be returned to you unpaid.

9 Destination - Indicate to which Nassau County department the goods or services were delivered.

10 Terms - The vendor should state the terms of payment. Any offered discounts should be stated here.

11 Date of delivery or service, itemization, unit price, amount - Complete this area as appropriate. Itemization should be detailed enough so that the claim can be audited without further inquiry. If you are submitting your own itemized invoice, it is not necessary to repeat this detail on the claim voucher. Your invoice should be attached the voucher and reference made to it in the space for itemization on the voucher. PLEASE NOTE: ONLY ONE INVOICE PER VOUCHER MAY BE SUBMITTED.

12 Total claimed - State the total dollar amount being claimed.

IMPORTANT NOTE TO COUNTY DEPARTMENTS

Please complete the voucher document number generated from NIFS.
Vouchers cannot be paid without this number.

ONLY ONE INVOICE IS PAYABLE PER CLAIM VOUCHER

Complete the accounting information on at least one line under "NIFS Account Codes."
Use additional lines if more than one account is being charged.

Complete and enter into NIFS "Invoice no. or claim no. and description" using the following format:

> Asterisk (*), followed by the vendor's invoice number if provided, followed by an asterisk (*), and then a description of the goods or services.
>
> When no invoice number has been provided, enter asterisk (*), followed by the claim number pre-printed at the top, followed by an asterisk (*) and then a description of the goods or services. *A total of up to (50) characters may be used.*

Enter the name of your department, your name, and telephone number.

Appendix EE
Equal Employment Opportunities for Minorities and Women

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

(a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.

(e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

(f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so

that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.

b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.

c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such

modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefor or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars ($25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or

rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars ($100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term "County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.

b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation

c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation

d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.

e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.

f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation

g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.

h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation

i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

Appendix L

Certificate of Compliance

In compliance with Local Law 1-2006, as amended (the "Law"), the Contractor hereby certifies the following:

1. The chief executive officer of the Contractor is:

   Laura Lowenstein _____ (Name)

   2116 Merrick Ave., Ste 3002, Merrick, NY 11566 _____ (Address)

   516-442-4045 _____ (Telephone Number)

2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the Contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such Contractor establishes to the satisfaction of the Department that at the time of execution of this Agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor

3. In the past five years, Contractor _____ has _X_ has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

   _____

   _____

   _____

   _____

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action _____ has _X_ has not been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

5. Contractor agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

7/25/16
Dated

Signature of Chief Executive Officer

Laura Lowenstein
Name of Chief Executive Officer

Sworn to before me this

25 day of July, 2016.

Notary Public

MARIA PELLEGRINO
Notary Public - State of New York
NO. 01PE6224820
Qualified in Nassau County
My Commission Expires Jul 12, 2018

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 8/1/2016

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 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 endorsement(s).

PRODUCER
BREITSTONE & COMPANY LTD
PO Box 388
Cedarhurst, NY 11516

CONTACT NAME:
PHONE (A/C, No, Ext): (516)569-2550 FAX (A/C, No): (516)569-2016
E-MAIL ADDRESS: mike@breitstone.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: LLOYDS OF LONDON	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
CAPITAL RESOURCES MANAGEMENT INC
2005 MERRICK ROAD, #116
MERRICK, NY 11566

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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 LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	X		MPL 1251998.15	11/01/15	11/01/16	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,000
							MED EXP (Anyone person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 1,000,000
								$
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Contract for Debt Collection Services - Nassau County RFP # TR0112-1602
The County of Nassau is included as an additiional insured in respects to the above referenced RFP.

CERTIFICATE HOLDER
County of Nassau
1550 Franklin Avenue
Mineola, NY 11501

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.

AUTHORIZED REPRESENTATIVE

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The ACORD name and logo are registered marks of ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 2/4/2016

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 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 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 endorsement(s).

PRODUCER
BREITSTONE & COMPANY LTD
PO Box 388
Cedarhurst, NY 11516

CONTACT NAME:
PHONE (A/C, No, Ext): (516)569-2550 FAX (A/C, No): (516)569-2016
E-MAIL ADDRESS: mike@breitstone.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: LLOYDS OF LONDON	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
CAPITAL RESOURCES MANAGEMENT INC
2116 MERRICK ROAD, STE 3002
MERRICK, NY 11566

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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 LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	X		MPL 1251998.15	11/01/15	11/01/16	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 1,000,000
								$
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS HIRED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
COMMODORE TRADING CORPORATION IS INCLUDED AS AN ADDITIONAL INSURED IN RESPECTS TO 2116 MERRICK ROAD, MERRICK, NY 11566

CERTIFICATE HOLDER
COMMODORE TRADING CORPORATION
2116 MERRICK ROAD
MERRICK, NY 11566

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.

AUTHORIZED REPRESENTATIVE

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The ACORD name and logo are registered marks of ACORD

BUSINESS ASSOCIATE ADDENDUM

THIS BUSINESS ASSOCIATE ADDENDUM (hereinafter the "Addendum") is made as ofthe date of execution by the County , and is made part of the Collections Services Agreement dated as of the same date (as the same may be amended, modified, or supplemented, including, without limitation, by this Addendum, the "Services Agreement"), by and between the **COUNTY OF NASSAU** New York municipal corporation, with its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (hereinafter the "Covered Entity" or the "County"), and **CAPITAL RESOURCE MANAGEMENT, INC.** a company authorized to do business within New York State having its principal office at 2005 Merrick Road, Ste. 116, Merrick, NY 11566 (hereinafter "Business Associate" or the "Contractor").

1. **Background and Purpose**. Business Associate provides services (hereinafter the "Services") to Covered Entity pursuant to the Services Agreement of which this Addendum is a part. The provision of these Services may require Business Associate to be provided with, have access to, and/or create Protected Health Information ("PHI") that is subject to federal privacy regulations issued pursuant to the Health Insurance Portability and Accountability Act ("HIPAA") and codified at 45 C.F.R. Parts 160 through 164 (the "HIPAA Regulations"). This Addendum shall address Business Associate's receipt, use, and creation of PHI during the provision of the Services to allow the Covered Entity to comply with HIPAA and other related applicable laws.

2. **Definitions**. Unless otherwise defined in this Addendum, all capitalized terms used in this Addendum shall have the meanings ascribed in the HIPAA Regulations; provided, however, that "PHI" shall mean Protected Health Information, as defined in 45 C.F.R. § 160.103 and 45 CFR 164.501, limited to the Protected Health Information Business Associate received from, created, or received on behalf of Covered Entity as its Business Associate.

3. **Obligations with Respect to PHI**. The parties hereto recognize that Covered Entity's patient information is confidential and both Covered Entity and Business Associate are under an obligation to maintain the confidentiality of such patient information in accordance with federal and state law. Notwithstanding the generality of the foregoing, Business Associate specifically covenants and agrees to comply with the Business Associate provisions of HIPAA in all respects. Specifically, and without limitation, Business Associate agrees as follows:

a. Use and Disclosure. Business Associate agrees not to use or disclose PHI other than as permitted or required by this Addendum, the Agreement or required by law [45 C.F.R. § 164.504(e)(2)(ii)(A)];

b. Appropriate Safeguards. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Addendum or required by law [45 C.F.R. § 164.504(e)(2)(ii)(B)];

c. Reporting. Business Associate agrees to report to Covered Entity any use or disclosure of PHI not provided for by this Addendum within twenty-four (24) hours of when Business Associate becomes aware of such, including any

discovery of any inconsistent use or disclosure by an agent or subcontractor of Business Associate [45 C.F.R. §164.504(e)(2)(ii)©];

d. Agents. Business Associate agrees to ensure that any agents and subcontractors to whom it provides PHI received from, or created, or received by Business Associate on behalf of Covered Entity agree to the same restrictions and conditions set forth in the business associate provisions of the HIPAA Regulations that apply through this Addendum to the Business Associate with respect to such information [45 C.F.R. §164.504(e)(2)(ii)(D)];

e. Access to Designated Record Sets. To the extent that Business Associate processes or maintains PHI in a Designed Record Set, Business Associate agrees, at the request of Covered Entity for access to PHI about an individual contained in a Designated Record Set, in a time and manner designated by Covered Entity, to make such PHI available to Covered Entity to enable Covered Entity to fulfill its obligations under the HIPAA Regulations respecting the provision of access to PHI [45 C.F.R. § 164.504(e)(2)(ii)(E) and/or 45 CFR 164.524]. In the event that any individual requests access to PHI directly from Business Associate, Business Associate shall, within ten (10) days, forward such request to Covered Entity;

f. Amendments to Designated Record Sets. To the extent that Business Associate possesses or maintains PHI in a Designated Record Set, Business Associate agrees to make any amendments to PHI in a Designated Record Set as directed or agreed by Covered Entity, and/or to make available to Covered Entity (or to an individual as directed by Covered Entity) PHI for such amendment, and incorporate any amendments to the PHI in accordance with the HIPAA Regulations [45 C.F.R. § 164.504(e)(2)(ii)(F)];

g. Accounting of Disclosures. Business Associate agrees to document disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request for an accounting of disclosures of PHI, and to make available to Covered Entity such information as requested [45 C.F.R. § 164.504(e)(2)(ii)(G)]. In the event a request for an accounting is delivered directly to Business Associate, Business Associate shall, within ten (10) days, forward such request to Covered Entity;

h. Access to Books and Records. Business Associate agrees to make internal practices, books and records, including policies and procedures, and PHI received from, or created or received by Business Associate on behalf of Covered Entity, available to Covered Entity or the Secretary, as requested by Covered Entity or the Secretary. [45 C.F.R. § 164.504(e)(2)(ii)(H)];

i. Return of Information. Business Associate agrees upon the completion or earlier termination of the Services, to return to Covered Entity or destroy all PHI, including such information in possession of Business Associate's subcontractors, as a result of the provision of the Services and retain no copies, if it is feasible to

do so. If return or destruction is infeasible, Business Associate agrees to notify Covered Entity of this infeasibility and the reason(s) therefore and agrees to extend all protections, limitations and restrictions contained in this Addendum to Business Associate's use and/or disclosure of any retained PHI, and to limit further uses and/or disclosures to the purposes that make the return or destruction of the PHI infeasible. This provision shall apply to PHI that is in possession of subcontractors or agents of Business Associate and shall survive the termination or expiration of this Addendum and the completion or earlier termination of the Services [45 C.F.R. § 164.504(e)(2)(ii)(I)]; and

j. Mitigation. Business Associate agrees to use reasonable commercial efforts to mitigate any harmful effect that is known to Business Associate of a use or disclosure of PHI in violation of the requirements of this Addendum.

4. **Permitted Uses and Disclosures of PHI**. Unless otherwise limited herein, Business Associate may:

a. Use and disclose PHI to perform functions, activities or services for, or on behalf of Covered Entity as specified in any Addendum with Covered Entity, provided that such use or disclosure is in compliance with law;

b. Use the PHI in its possession for its proper management and administration and to fulfill any legal responsibilities of Business Associate [45 C.F.R. §164.504(e)(4)(i)]; and

c. Disclose the PHI in its possession to a third party for the purpose of Business Associate's proper management and administration or to carry out the legal responsibilities of Business Associate, if:
   i. the disclosures are required by law; or
   ii. Business Associate obtains reasonable assurances in writing from the third party that the PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party and the third party notifies the Business Associate of any instances of which it becomes aware in which the confidentiality of the information has been breached [45 C.F.R. § 164.504(e)(4)(ii)].

5. **Security Safeguards**. Business Associate agrees to implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any electronic PHI that it creates, receives, maintains, or transmits to or on behalf of Covered Entity as required by the HIPAA Regulations. Business Associate specifically agrees to employ multiple security mechanisms to ensure the confidentiality, integrity, and availability of the electronic data which is exchanged with Covered Entity, including but not limited to authentication controls, authorization controls, audit controls and encryption, as requested by Covered Entity. Business Associate further agrees to ensure that any agent, including a subcontractor, to whom it provides such information, agrees to implement reasonable and appropriate safeguards to protect it. Business Associate also agrees to promptly report to

Covered Entity any security incident of which it becomes aware [45 C.F.R. § 164.314(a)(2)(i)(A)].

6. **Term and Termination**.

a. Term. This Addendum shall be effective the earlier of (i) that date this Addendum is made in accordance with the first paragraph of this Addendum or (ii) as of the date Business Associate first provides Services, and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions of this Addendum.

b. Termination by Covered Entity. Upon Covered Entity's knowledge of a material breach of this Addendum by Business Associate, Covered Entity may, at Covered Entity's sole and absolute discretion, (x) immediately terminate the Services Agreement, this Addendum and terminate the provisions of any service or other agreement with Business Associate that involves the use or disclosure of PHI or (y) grant Business Associate an opportunity to cure the breach or end the violation it being understood that if such breach is not cured or violation ended within the time specified by Covered Entity, Covered Entity may: (i) terminate the Services Agreement, (ii) terminate the provisions of any service or other agreement with Business Associate that involves the use or disclosure of PHI, as Covered Entity designates in its sole discretion. If termination of the Services is not feasible, Covered Entity shall report the breach or violation to the Secretary of Health and Human Services [45 C.F.R. § 164.504(e)(1)(ii)].

7. **Indemnity**. Business Associate shall indemnify and hold Covered Entity harmless from all claims, damages, liabilities, judgments, costs, including reasonable attorneys' fees, which Covered Entity may incur in connection with the performance or breach of Business Associate's responsibilities, obligations, warranties, and representations contained in this Addendum. This provision shall survive the termination or expiration of this Addendum and the completion or earlier termination of the Services.

8. **Amendment**. The parties acknowledge that federal and state laws relating to the privacy and security of patient information are evolving rapidly. The parties hereby agree that references to HIPAA as set forth in this Addendum shall mean HIPAA as amended, without need to amend this Addendum. The parties further agree to take such actions and to execute any and all amendments to this Addendum that Covered Entity determines appropriate to implement the standards and requirements of HIPAA, the HIPAA Regulations and other federal and state laws and regulations relating to the privacy and security of patient information.

9. **No Third Party Beneficiaries**. Nothing express or implied in this Addendum shall confer upon any person, other than the Parties hereto and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

10. HITECH ACT

a. Business Associate will comply with the requirements of Title XII, Subtitle D of the Health Information Technology for Economic and Clinical Health (hereinafter "HITECH") Act, codified at 42 U.S.C. Sections 17921 – 17954, which are applicable to business associates, and will comply with all regulations issued by the Department of Health and Human Services (hereinafter "HHS") to implement these referenced statutes, as of the date by which business associates are required to comply with such referenced statutes and HHS regulations; and

b. Business Associate will make a report to the Covered Entity of any breach of unsecured protected health information, as required by 42 U.S.C. Section 17932(b), within five business days of Business Associate's discovery of the breach, and

c. Business Associate will indemnify Covered Entity for any reasonable expenses Covered Entity incurs in notifying individuals of a breach caused by Business Associate or its subcontractors or agents.

d. Business Associate understands it is not in compliance with the HIPAA standards set forth in Sections 164.502(e) and 164.504(e) if the Business Associate knows of a pattern of activity or practice that the Covered Entity engages in which constitutes a material breach or violation of the Covered Entity's obligation under a contract or other business arrangement, unless the Business Associate takes reasonable steps to cure the breach or end the violation, as applicable, and if in taking steps to cure or end the breach it is unsuccessful, the Business Associate must terminate the contract or arrangement if feasible, and if not feasible, the Business Associate must report the problem to the Secretary.

11. MISCELLANEOUS

a. **Cooperation and Disputes**. Each party will reasonably cooperate with the other in the performance of the mutual obligations under this Addendum. If any controversy, dispute, or claim arises between the parties with respect to this Addendum, the parties shall make reasonable good faith efforts to resolve such matters informally.

b. **Regulatory References**. Any reference to any part or section of the CFR shall include such part or section as drafted upon the effective date of this Addendum and as it is subsequently updated, amended, supplemented, superceded, or revised.

c. **Conflicts**. Any conflicts or inconsistencies between the terms in this Addendum and terms in other parts of the Agreement shall be resolved in favor of the terms in this Addendum.

d. **Interpretation**. Any ambiguity in this Addendum shall be resolved in favor of a meaning that permits the Covered Entity to comply to the greatest extent possible with the Privacy Rule, the Security Rule and other legal requirements.

e. **Subcontractor Obligations**. Any subcontractor that is approved as a subcontractor in the Services Agreement, agrees that it shall be bound by and comply with all terms and conditions contained in the Services Agreement and this Addendum.

IN WITNESS WHEREOF, the parties have executed this Addendum effective as of the date set forth in Section 6(a) above.

COVERED ENTITY **COUNTY OF NASSAU**	**BUSINESS ASSOCIATE** **CAPITAL RESOURCE MANAGEMENT INC.**
By: _____	By: _____
Title: Deputy County Executive	Title: President
Date:	Date: August 2, 2016

BUSINESS ASSOCIATE ADDENDUM

THIS BUSINESS ASSOCIATE ADDENDUM (hereinafter the "Addendum") is made as ofthe date of execution by the County , and is made part of the Collections Services Agreement dated as of the same date (as the same may be amended, modified, or supplemented, including, without limitation, by this Addendum, the "Services Agreement"), by and between the **COUNTY OF NASSAU** New York municipal corporation, with its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (hereinafter the "Covered Entity" or the "County"), and **CAPITAL RESOURCE MANAGEMENT, INC.** a company authorized to do business within New York State having its principal office at 2005 Merrick Road, Ste. 116, Merrick, NY 11566 (hereinafter "Business Associate" or the "Contractor").

1. **Background and Purpose**. Business Associate provides services (hereinafter the "Services") to Covered Entity pursuant to the Services Agreement of which this Addendum is a part. The provision of these Services may require Business Associate to be provided with, have access to, and/or create Protected Health Information ("PHI") that is subject to federal privacy regulations issued pursuant to the Health Insurance Portability and Accountability Act ("HIPAA") and codified at 45 C.F.R. Parts 160 through 164 (the "HIPAA Regulations"). This Addendum shall address Business Associate's receipt, use, and creation of PHI during the provision of the Services to allow the Covered Entity to comply with HIPAA and other related applicable laws.

2. **Definitions**. Unless otherwise defined in this Addendum, all capitalized terms used in this Addendum shall have the meanings ascribed in the HIPAA Regulations; provided, however, that "PHI" shall mean Protected Health Information, as defined in 45 C.F.R. § 160.103 and 45 CFR 164.501, limited to the Protected Health Information Business Associate received from, created, or received on behalf of Covered Entity as its Business Associate.

3. **Obligations with Respect to PHI**. The parties hereto recognize that Covered Entity's patient information is confidential and both Covered Entity and Business Associate are under an obligation to maintain the confidentiality of such patient information in accordance with federal and state law. Notwithstanding the generality of the foregoing, Business Associate specifically covenants and agrees to comply with the Business Associate provisions of HIPAA in all respects. Specifically, and without limitation, Business Associate agrees as follows:

a. Use and Disclosure. Business Associate agrees not to use or disclose PHI other than as permitted or required by this Addendum, the Agreement or required by law [45 C.F.R. § 164.504(e)(2)(ii)(A)];

b. Appropriate Safeguards. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Addendum or required by law [45 C.F.R. § 164.504(e)(2)(ii)(B)];

c. Reporting. Business Associate agrees to report to Covered Entity any use or disclosure of PHI not provided for by this Addendum within twenty-four (24) hours of when Business Associate becomes aware of such, including any

discovery of any inconsistent use or disclosure by an agent or subcontractor of Business Associate [45 C.F.R. §164.504(e)(2)(ii)©];

d. Agents. Business Associate agrees to ensure that any agents and subcontractors to whom it provides PHI received from, or created, or received by Business Associate on behalf of Covered Entity agree to the same restrictions and conditions set forth in the business associate provisions of the HIPAA Regulations that apply through this Addendum to the Business Associate with respect to such information [45 C.F.R. §164.504(e)(2)(ii)(D)];

e. Access to Designated Record Sets. To the extent that Business Associate processes or maintains PHI in a Designed Record Set, Business Associate agrees, at the request of Covered Entity for access to PHI about an individual contained in a Designated Record Set, in a time and manner designated by Covered Entity, to make such PHI available to Covered Entity to enable Covered Entity to fulfill its obligations under the HIPAA Regulations respecting the provision of access to PHI [45 C.F.R. § 164.504(e)(2)(ii)(E) and/or 45 CFR 164.524]. In the event that any individual requests access to PHI directly from Business Associate, Business Associate shall, within ten (10) days, forward such request to Covered Entity;

f. Amendments to Designated Record Sets. To the extent that Business Associate possesses or maintains PHI in a Designated Record Set, Business Associate agrees to make any amendments to PHI in a Designated Record Set as directed or agreed by Covered Entity, and/or to make available to Covered Entity (or to an individual as directed by Covered Entity) PHI for such amendment, and incorporate any amendments to the PHI in accordance with the HIPAA Regulations [45 C.F.R. § 164.504(e)(2)(ii)(F)];

g. Accounting of Disclosures. Business Associate agrees to document disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request for an accounting of disclosures of PHI, and to make available to Covered Entity such information as requested [45 C.F.R. § 164.504(e)(2)(ii)(G)]. In the event a request for an accounting is delivered directly to Business Associate, Business Associate shall, within ten (10) days, forward such request to Covered Entity;

h. Access to Books and Records. Business Associate agrees to make internal practices, books and records, including policies and procedures, and PHI received from, or created or received by Business Associate on behalf of Covered Entity, available to Covered Entity or the Secretary, as requested by Covered Entity or the Secretary. [45 C.F.R. § 164.504(e)(2)(ii)(H)];

i. Return of Information. Business Associate agrees upon the completion or earlier termination of the Services, to return to Covered Entity or destroy all PHI, including such information in possession of Business Associate's subcontractors, as a result of the provision of the Services and retain no copies, if it is feasible to

do so. If return or destruction is infeasible, Business Associate agrees to notify Covered Entity of this infeasibility and the reason(s) therefore and agrees to extend all protections, limitations and restrictions contained in this Addendum to Business Associate's use and/or disclosure of any retained PHI, and to limit further uses and/or disclosures to the purposes that make the return or destruction of the PHI infeasible. This provision shall apply to PHI that is in possession of subcontractors or agents of Business Associate and shall survive the termination or expiration of this Addendum and the completion or earlier termination of the Services [45 C.F.R. § 164.504(e)(2)(ii)(I)]; and

j. Mitigation. Business Associate agrees to use reasonable commercial efforts to mitigate any harmful effect that is known to Business Associate of a use or disclosure of PHI in violation of the requirements of this Addendum.

4. **Permitted Uses and Disclosures of PHI**. Unless otherwise limited herein, Business Associate may:

a. Use and disclose PHI to perform functions, activities or services for, or on behalf of Covered Entity as specified in any Addendum with Covered Entity, provided that such use or disclosure is in compliance with law;

b. Use the PHI in its possession for its proper management and administration and to fulfill any legal responsibilities of Business Associate [45 C.F.R. §164.504(e)(4)(i)]; and

c. Disclose the PHI in its possession to a third party for the purpose of Business Associate's proper management and administration or to carry out the legal responsibilities of Business Associate, if:
   i. the disclosures are required by law; or
   ii. Business Associate obtains reasonable assurances in writing from the third party that the PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party and the third party notifies the Business Associate of any instances of which it becomes aware in which the confidentiality of the information has been breached [45 C.F.R. § 164.504(e)(4)(ii)].

5. **Security Safeguards**. Business Associate agrees to implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any electronic PHI that it creates, receives, maintains, or transmits to or on behalf of Covered Entity as required by the HIPAA Regulations. Business Associate specifically agrees to employ multiple security mechanisms to ensure the confidentiality, integrity, and availability of the electronic data which is exchanged with Covered Entity, including but not limited to authentication controls, authorization controls, audit controls and encryption, as requested by Covered Entity. Business Associate further agrees to ensure that any agent, including a subcontractor, to whom it provides such information, agrees to implement reasonable and appropriate safeguards to protect it. Business Associate also agrees to promptly report to

Covered Entity any security incident of which it becomes aware [45 C.F.R. § 164.314(a)(2)(i)(A)].

6. **Term and Termination**.

a. Term. This Addendum shall be effective the earlier of (i) that date this Addendum is made in accordance with the first paragraph of this Addendum or (ii) as of the date Business Associate first provides Services, and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions of this Addendum.

b. Termination by Covered Entity. Upon Covered Entity's knowledge of a material breach of this Addendum by Business Associate, Covered Entity may, at Covered Entity's sole and absolute discretion, (x) immediately terminate the Services Agreement, this Addendum and terminate the provisions of any service or other agreement with Business Associate that involves the use or disclosure of PHI or (y) grant Business Associate an opportunity to cure the breach or end the violation it being understood that if such breach is not cured or violation ended within the time specified by Covered Entity, Covered Entity may: (i) terminate the Services Agreement, (ii) terminate the provisions of any service or other agreement with Business Associate that involves the use or disclosure of PHI, as Covered Entity designates in its sole discretion. If termination of the Services is not feasible, Covered Entity shall report the breach or violation to the Secretary of Health and Human Services [45 C.F.R. § 164.504(e)(1)(ii)].

7. **Indemnity**. Business Associate shall indemnify and hold Covered Entity harmless from all claims, damages, liabilities, judgments, costs, including reasonable attorneys' fees, which Covered Entity may incur in connection with the performance or breach of Business Associate's responsibilities, obligations, warranties, and representations contained in this Addendum. This provision shall survive the termination or expiration of this Addendum and the completion or earlier termination of the Services.

8. **Amendment**. The parties acknowledge that federal and state laws relating to the privacy and security of patient information are evolving rapidly. The parties hereby agree that references to HIPAA as set forth in this Addendum shall mean HIPAA as amended, without need to amend this Addendum. The parties further agree to take such actions and to execute any and all amendments to this Addendum that Covered Entity determines appropriate to implement the standards and requirements of HIPAA, the HIPAA Regulations and other federal and state laws and regulations relating to the privacy and security of patient information.

9. **No Third Party Beneficiaries**. Nothing express or implied in this Addendum shall confer upon any person, other than the Parties hereto and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

10. HITECH ACT

a. Business Associate will comply with the requirements of Title XII, Subtitle D of the Health Information Technology for Economic and Clinical Health (hereinafter "HITECH") Act, codified at 42 U.S.C. Sections 17921 – 17954, which are applicable to business associates, and will comply with all regulations issued by the Department of Health and Human Services (hereinafter "HHS") to implement these referenced statutes, as of the date by which business associates are required to comply with such referenced statutes and HHS regulations; and

b. Business Associate will make a report to the Covered Entity of any breach of unsecured protected health information, as required by 42 U.S.C. Section 17932(b), within five business days of Business Associate's discovery of the breach, and

c. Business Associate will indemnify Covered Entity for any reasonable expenses Covered Entity incurs in notifying individuals of a breach caused by Business Associate or its subcontractors or agents.

d. Business Associate understands it is not in compliance with the HIPAA standards set forth in Sections 164.502(e) and 164.504(e) if the Business Associate knows of a pattern of activity or practice that the Covered Entity engages in which constitutes a material breach or violation of the Covered Entity's obligation under a contract or other business arrangement, unless the Business Associate takes reasonable steps to cure the breach or end the violation, as applicable, and if in taking steps to cure or end the breach it is unsuccessful, the Business Associate must terminate the contract or arrangement if feasible, and if not feasible, the Business Associate must report the problem to the Secretary.

11. MISCELLANEOUS

a. **Cooperation and Disputes**. Each party will reasonably cooperate with the other in the performance of the mutual obligations under this Addendum. If any controversy, dispute, or claim arises between the parties with respect to this Addendum, the parties shall make reasonable good faith efforts to resolve such matters informally.

b. **Regulatory References**. Any reference to any part or section of the CFR shall include such part or section as drafted upon the effective date of this Addendum and as it is subsequently updated, amended, supplemented, superceded, or revised.

c. **Conflicts**. Any conflicts or inconsistencies between the terms in this Addendum and terms in other parts of the Agreement shall be resolved in favor of the terms in this Addendum.

d. **Interpretation**. Any ambiguity in this Addendum shall be resolved in favor of a meaning that permits the Covered Entity to comply to the greatest extent possible with the Privacy Rule, the Security Rule and other legal requirements.

e. **Subcontractor Obligations**. Any subcontractor that is approved as a subcontractor in the Services Agreement, agrees that it shall be bound by and comply with all terms and conditions contained in the Services Agreement and this Addendum.

IN WITNESS WHEREOF, the parties have executed this Addendum effective as of the date set forth in Section 6(a) above.

COVERED ENTITY **COUNTY OF NASSAU**	**BUSINESS ASSOCIATE** **CAPITAL RESOURCE MANAGEMENT INC.**
By: _____	By: _____
Title: Deputy County Executive	Title: President
Date:	Date: August 2, 2016

BUSINESS ASSOCIATE ADDENDUM

THIS BUSINESS ASSOCIATE ADDENDUM (hereinafter the "Addendum") is made as ofthe date of execution by the County , and is made part of the Collections Services Agreement dated as of the same date (as the same may be amended, modified, or supplemented, including, without limitation, by this Addendum, the "Services Agreement"), by and between the **COUNTY OF NASSAU** New York municipal corporation, with its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (hereinafter the "Covered Entity" or the "County"), and **CAPITAL RESOURCE MANAGEMENT, INC.** a company authorized to do business within New York State having its principal office at 2005 Merrick Road, Ste. 116, Merrick, NY 11566 (hereinafter "Business Associate" or the "Contractor").

1. **Background and Purpose**. Business Associate provides services (hereinafter the "Services") to Covered Entity pursuant to the Services Agreement of which this Addendum is a part. The provision of these Services may require Business Associate to be provided with, have access to, and/or create Protected Health Information ("PHI") that is subject to federal privacy regulations issued pursuant to the Health Insurance Portability and Accountability Act ("HIPAA") and codified at 45 C.F.R. Parts 160 through 164 (the "HIPAA Regulations"). This Addendum shall address Business Associate's receipt, use, and creation of PHI during the provision of the Services to allow the Covered Entity to comply with HIPAA and other related applicable laws.

2. **Definitions**. Unless otherwise defined in this Addendum, all capitalized terms used in this Addendum shall have the meanings ascribed in the HIPAA Regulations; provided, however, that "PHI" shall mean Protected Health Information, as defined in 45 C.F.R. § 160.103 and 45 CFR 164.501, limited to the Protected Health Information Business Associate received from, created, or received on behalf of Covered Entity as its Business Associate.

3. **Obligations with Respect to PHI**. The parties hereto recognize that Covered Entity's patient information is confidential and both Covered Entity and Business Associate are under an obligation to maintain the confidentiality of such patient information in accordance with federal and state law. Notwithstanding the generality of the foregoing, Business Associate specifically covenants and agrees to comply with the Business Associate provisions of HIPAA in all respects. Specifically, and without limitation, Business Associate agrees as follows:

a. Use and Disclosure. Business Associate agrees not to use or disclose PHI other than as permitted or required by this Addendum, the Agreement or required by law [45 C.F.R. § 164.504(e)(2)(ii)(A)];

b. Appropriate Safeguards. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Addendum or required by law [45 C.F.R. § 164.504(e)(2)(ii)(B)];

c. Reporting. Business Associate agrees to report to Covered Entity any use or disclosure of PHI not provided for by this Addendum within twenty-four (24) hours of when Business Associate becomes aware of such, including any

discovery of any inconsistent use or disclosure by an agent or subcontractor of Business Associate [45 C.F.R. §164.504(e)(2)(ii)©];

d. Agents. Business Associate agrees to ensure that any agents and subcontractors to whom it provides PHI received from, or created, or received by Business Associate on behalf of Covered Entity agree to the same restrictions and conditions set forth in the business associate provisions of the HIPAA Regulations that apply through this Addendum to the Business Associate with respect to such information [45 C.F.R. §164.504(e)(2)(ii)(D)];

e. Access to Designated Record Sets. To the extent that Business Associate processes or maintains PHI in a Designed Record Set, Business Associate agrees, at the request of Covered Entity for access to PHI about an individual contained in a Designated Record Set, in a time and manner designated by Covered Entity, to make such PHI available to Covered Entity to enable Covered Entity to fulfill its obligations under the HIPAA Regulations respecting the provision of access to PHI [45 C.F.R. § 164.504(e)(2)(ii)(E) and/or 45 CFR 164.524]. In the event that any individual requests access to PHI directly from Business Associate, Business Associate shall, within ten (10) days, forward such request to Covered Entity;

f. Amendments to Designated Record Sets. To the extent that Business Associate possesses or maintains PHI in a Designated Record Set, Business Associate agrees to make any amendments to PHI in a Designated Record Set as directed or agreed by Covered Entity, and/or to make available to Covered Entity (or to an individual as directed by Covered Entity) PHI for such amendment, and incorporate any amendments to the PHI in accordance with the HIPAA Regulations [45 C.F.R. § 164.504(e)(2)(ii)(F)];

g. Accounting of Disclosures. Business Associate agrees to document disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request for an accounting of disclosures of PHI, and to make available to Covered Entity such information as requested [45 C.F.R. § 164.504(e)(2)(ii)(G)]. In the event a request for an accounting is delivered directly to Business Associate, Business Associate shall, within ten (10) days, forward such request to Covered Entity;

h. Access to Books and Records. Business Associate agrees to make internal practices, books and records, including policies and procedures, and PHI received from, or created or received by Business Associate on behalf of Covered Entity, available to Covered Entity or the Secretary, as requested by Covered Entity or the Secretary. [45 C.F.R. § 164.504(e)(2)(ii)(H)];

i. Return of Information. Business Associate agrees upon the completion or earlier termination of the Services, to return to Covered Entity or destroy all PHI, including such information in possession of Business Associate's subcontractors, as a result of the provision of the Services and retain no copies, if it is feasible to

do so. If return or destruction is infeasible, Business Associate agrees to notify Covered Entity of this infeasibility and the reason(s) therefore and agrees to extend all protections, limitations and restrictions contained in this Addendum to Business Associate's use and/or disclosure of any retained PHI, and to limit further uses and/or disclosures to the purposes that make the return or destruction of the PHI infeasible. This provision shall apply to PHI that is in possession of subcontractors or agents of Business Associate and shall survive the termination or expiration of this Addendum and the completion or earlier termination of the Services [45 C.F.R. § 164.504(e)(2)(ii)(I)]; and

j. Mitigation. Business Associate agrees to use reasonable commercial efforts to mitigate any harmful effect that is known to Business Associate of a use or disclosure of PHI in violation of the requirements of this Addendum.

4. **Permitted Uses and Disclosures of PHI**. Unless otherwise limited herein, Business Associate may:

a. Use and disclose PHI to perform functions, activities or services for, or on behalf of Covered Entity as specified in any Addendum with Covered Entity, provided that such use or disclosure is in compliance with law;

b. Use the PHI in its possession for its proper management and administration and to fulfill any legal responsibilities of Business Associate [45 C.F.R. §164.504(e)(4)(i)]; and

c. Disclose the PHI in its possession to a third party for the purpose of Business Associate's proper management and administration or to carry out the legal responsibilities of Business Associate, if:
   i. the disclosures are required by law; or
   ii. Business Associate obtains reasonable assurances in writing from the third party that the PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party and the third party notifies the Business Associate of any instances of which it becomes aware in which the confidentiality of the information has been breached [45 C.F.R. § 164.504(e)(4)(ii)].

5. **Security Safeguards**. Business Associate agrees to implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any electronic PHI that it creates, receives, maintains, or transmits to or on behalf of Covered Entity as required by the HIPAA Regulations. Business Associate specifically agrees to employ multiple security mechanisms to ensure the confidentiality, integrity, and availability of the electronic data which is exchanged with Covered Entity, including but not limited to authentication controls, authorization controls, audit controls and encryption, as requested by Covered Entity. Business Associate further agrees to ensure that any agent, including a subcontractor, to whom it provides such information, agrees to implement reasonable and appropriate safeguards to protect it. Business Associate also agrees to promptly report to

Covered Entity any security incident of which it becomes aware [45 C.F.R. § 164.314(a)(2)(i)(A)].

6. **Term and Termination**.

a. Term. This Addendum shall be effective the earlier of (i) that date this Addendum is made in accordance with the first paragraph of this Addendum or (ii) as of the date Business Associate first provides Services, and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions of this Addendum.

b. Termination by Covered Entity. Upon Covered Entity's knowledge of a material breach of this Addendum by Business Associate, Covered Entity may, at Covered Entity's sole and absolute discretion, (x) immediately terminate the Services Agreement, this Addendum and terminate the provisions of any service or other agreement with Business Associate that involves the use or disclosure of PHI or (y) grant Business Associate an opportunity to cure the breach or end the violation it being understood that if such breach is not cured or violation ended within the time specified by Covered Entity, Covered Entity may: (i) terminate the Services Agreement, (ii) terminate the provisions of any service or other agreement with Business Associate that involves the use or disclosure of PHI, as Covered Entity designates in its sole discretion. If termination of the Services is not feasible, Covered Entity shall report the breach or violation to the Secretary of Health and Human Services [45 C.F.R. § 164.504(e)(1)(ii)].

7. **Indemnity**. Business Associate shall indemnify and hold Covered Entity harmless from all claims, damages, liabilities, judgments, costs, including reasonable attorneys' fees, which Covered Entity may incur in connection with the performance or breach of Business Associate's responsibilities, obligations, warranties, and representations contained in this Addendum. This provision shall survive the termination or expiration of this Addendum and the completion or earlier termination of the Services.

8. **Amendment**. The parties acknowledge that federal and state laws relating to the privacy and security of patient information are evolving rapidly. The parties hereby agree that references to HIPAA as set forth in this Addendum shall mean HIPAA as amended, without need to amend this Addendum. The parties further agree to take such actions and to execute any and all amendments to this Addendum that Covered Entity determines appropriate to implement the standards and requirements of HIPAA, the HIPAA Regulations and other federal and state laws and regulations relating to the privacy and security of patient information.

9. **No Third Party Beneficiaries**. Nothing express or implied in this Addendum shall confer upon any person, other than the Parties hereto and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

10. HITECH ACT

a. Business Associate will comply with the requirements of Title XII, Subtitle D of the Health Information Technology for Economic and Clinical Health (hereinafter "HITECH") Act, codified at 42 U.S.C. Sections 17921 – 17954, which are applicable to business associates, and will comply with all regulations issued by the Department of Health and Human Services (hereinafter "HHS") to implement these referenced statutes, as of the date by which business associates are required to comply with such referenced statutes and HHS regulations; and

b. Business Associate will make a report to the Covered Entity of any breach of unsecured protected health information, as required by 42 U.S.C. Section 17932(b), within five business days of Business Associate's discovery of the breach, and

c. Business Associate will indemnify Covered Entity for any reasonable expenses Covered Entity incurs in notifying individuals of a breach caused by Business Associate or its subcontractors or agents.

d. Business Associate understands it is not in compliance with the HIPAA standards set forth in Sections 164.502(e) and 164.504(e) if the Business Associate knows of a pattern of activity or practice that the Covered Entity engages in which constitutes a material breach or violation of the Covered Entity's obligation under a contract or other business arrangement, unless the Business Associate takes reasonable steps to cure the breach or end the violation, as applicable, and if in taking steps to cure or end the breach it is unsuccessful, the Business Associate must terminate the contract or arrangement if feasible, and if not feasible, the Business Associate must report the problem to the Secretary.

11. MISCELLANEOUS

a. **Cooperation and Disputes**. Each party will reasonably cooperate with the other in the performance of the mutual obligations under this Addendum. If any controversy, dispute, or claim arises between the parties with respect to this Addendum, the parties shall make reasonable good faith efforts to resolve such matters informally.

b. **Regulatory References**. Any reference to any part or section of the CFR shall include such part or section as drafted upon the effective date of this Addendum and as it is subsequently updated, amended, supplemented, superceded, or revised.

c. **Conflicts**. Any conflicts or inconsistencies between the terms in this Addendum and terms in other parts of the Agreement shall be resolved in favor of the terms in this Addendum.

d. **Interpretation**. Any ambiguity in this Addendum shall be resolved in favor of a meaning that permits the Covered Entity to comply to the greatest extent possible with the Privacy Rule, the Security Rule and other legal requirements.

e. **Subcontractor Obligations**. Any subcontractor that is approved as a subcontractor in the Services Agreement, agrees that it shall be bound by and comply with all terms and conditions contained in the Services Agreement and this Addendum.

IN WITNESS WHEREOF, the parties have executed this Addendum effective as of the date set forth in Section 6(a) above.

COVERED ENTITY **COUNTY OF NASSAU**	**BUSINESS ASSOCIATE** **CAPITAL RESOURCE MANAGEMENT INC.**
By: _____	By: _____
Title: Deputy County Executive	Title: President
Date:	Date: August 2, 2016