



Certified:

E-143-21

Filed with the Clerk of the
Nassau County Legislature on
September 27, 2021 11:50 AM

NIFS ID:CLTR21000001 Department: Treasurer

Capital:

SERVICE: EXTEND TIME ON COLLECTION SERVICES

Contract ID #:CQTR16000002

NIFS Entry Date: 10-AUG-21

Term: from 28-APR-21 to 27-APR-22

Amendment
Time Extension: X
Addl. Funds:X
Blanket Resolution:
RES#

1) Mandated Program:	N
2) Comptroller Approval Form Attached:	Y
3) CSEA Agmt. § 32 Compliance Attached:	N
4) Material Adverse Information Identified? (if yes, attach memo):	N
5) Insurance Required	Y

Vendor Info:	
Name: CAPITAL RESOURCE MANAGEMENT	Vendor ID#: 451544888
Address: 2059 MERRICK ROAD - NO 116 MERRICK, NY 11566	Contact Person: LAURA LOWENSTEIN
	Phone: 516-442-4045

Department:
Contact Name: RAQUEL WOLF
Address: 1 WEST STREET MINEOLA, NY 11501
Phone: 516-571-5021

Routing Slip

Department	NIFS Entry: X	12-AUG-21 -- RWOLF
Department	NIFS Approval: X	27-AUG-21 -- RFERNANDO
DPW	Capital Fund Approved:	
OMB	NIFA Approval: X	30-AUG-21 -- IQURESHI
OMB	NIFS Approval: X	30-AUG-21 -- SJACOB
County Atty.	Insurance Verification: X	27-AUG-21 -- JDELLE1
County Atty.	Approval to Form: X	27-AUG-21 -- JDELLE1

CPO	Approval: X	30-AUG-21 -- PARJUNE
DCEC	Approval: X	01-SEP-21 -- RCLEARY
Dep. CE	Approval: X	02-SEP-21 -- RORLANDO
Leg. Affairs	Approval/Review: X	27-SEP-21 -- JSCHANTZ
Legislature	Approval:	
Comptroller	Deputy:	
NIFA	NIFA Approval:	

Contract Summary

Purpose: This is an amendment to exercise the final renewal option to extend the term of this contract for one year under the same terms, as allowed by the original contract. The services to be provided by the vendor shall consist of debt collection services and litigation services relating to the collection of emergency ambulance billings. The vendor shall be referred claims for the non-payment of the collection of emergency ambulance billings.
Method of Procurement: RFP was issued on 1/20/16
Procurement History: RFP issued 1/20/16 with five respondents. Capital Resource Management, Inc. was chosen as the highest-ranking proposer.
Description of General Provisions: This one year amendment with Capital Resource Management is for the continued collection of uncollected debt.
Impact on Funding / Price Analysis: This is a revenue generating contract, payment to the vendor is on a contingency basis. The vendor shall receive twenty-three percent (23%) of the gross amount collected on consumer/commercial claims referred by the County; twenty-three percent (23%) of the gross amount recovered on secondary placement claims referred by the County; twenty-four percent (24%) of the gross amount collected plus enforcement costs for the judgement enforcement claims referred by the County; and twenty-seven (27%) of the gross amount collected plus suit costs for legal/litigation claims.
Change in Contract from Prior Procurement: NONE
Recommendation: (approve as submitted) Approve as submitted

Advisement Information

BUDGET CODES		FUNDING SOURCE	AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	TRGEN1100					
Control:		Revenue		06	TRGEN1100	\$ 120,000.00
Resp:		Contract:			DE500	\$ 0.00
Object:	DE500	County	\$ 120,000.00			\$ 0.00
Transaction:		Federal	\$ 0.00			\$ 0.00
Project #:		State	\$ 0.00			\$ 0.00
Detail:		Capital	\$ 0.00			\$ 0.00
		Other	\$ 0.00			\$ 0.00
		TOTAL	\$ 120,000.00		TOTAL	\$ 120,000.00
RENEWAL						
% Increase						
% Decrease						

RULES RESOLUTION NO. – 2021

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

WHEREAS, the County has negotiated an amendment to a personal
services agreement with Capital Resource Management, Inc. to provide 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 authorizes the County Executive to execute the amendment to an
agreement with Capital Resource Management, Inc.



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

1. Vendor: CAPITAL RESOURCE MANAGEMENT

2. Dollar amount requiring NIFA approval: \$120000

Amount to be encumbered: \$120000

This is a 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: 4/28/2021 to 4/27/2022

Has work or services on this contract commenced? Y ____

If yes, please explain: Ongoing collection work being completed by CRM.

4. Funding Source:

X General Fund (GEN)

Grant Fund (GRT)

Capital Improvement Fund (CAP)

Other

Federal % 0

State % 0

County % 100

Is the cash available for the full amount of the contract?

Y

If not, will it require a future borrowing?

N

Has the County Legislature approved the borrowing?

N/A

Has NIFA approved the borrowing for this contract?

N/A

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

This is an amendment to extend the term of this contract for one year under the same terms, as allowed by the original contract. The services to provided by the vendor shall consist of debt collection services and litigation services relating to the collection of emergency ambulance billings. The vendor shall be referred claims for the non-payment of the collection of emergency ambulance billings.

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

Nassau County Attorney as to form Y

Nassau County Committee and/or Legislature

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

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

Contract ID	Date	Amount

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.

IQURESHI

30-AUG-21

Authenticated User

Date

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

Authenticated User

Date

NIFA

Amount being approved by NIFA:

Payment is not guaranteed for any work commenced prior to this approval.

Authenticated User

Date

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.

Jack Schnirman
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: _____

CONTRACTOR ADDRESS: _____

FEDERAL TAX ID #: _____

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 _____ [date]. Potential proposers were made aware of the availability of the RFP by advertisement in _____ [newspaper], posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on _____ [date]. _____ [state #] proposals were received and evaluated. The evaluation committee consisted of: _____

_____ (list # of persons on committee and their respective departments). 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

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.



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?

YES ☐ NO ☒ If yes, to what campaign committee?

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.

Electronically signed and certified at the date and time indicated by:
LAURA LOWENSTEIN [LAURA@CRMCOLLECT.COM]

Dated: 08/05/2021 12:53:22 PM

Vendor: CAPITAL RESOURCE MANAGEMENT INC.

Title: PRESIDENT

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: 08/05/2021

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

2) Address of Place of Business: 2059 MERRICK RD #116

City: MERRICK State/Province/Territory: NY Zip/Postal Code: 11566

Country: US

Address: 2116 MERRICK AVE

City: MERRICK State/Province/Territory: NY Zip/Postal Code: 11566

Country: US

Start Date: _____ End Date: _____

3) Mailing Address (if different): _____

City: _____ State/Province/Territory: _____ Zip/Postal Code: _____

Country: _____

Phone: _____

Does the business own or rent its facilities? Rent _____ If other, please provide details: _____

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

5) Federal I.D. Number: 451544888

6) The proposer is a: Corporation (Describe) _____

7) Does this business share office space, staff, or equipment expenses with any other business?

YES ☒ NO ☐ If yes, please provide details:

LAURA J LOWENSTEIN & ASSOC LLC

8) Does this business control one or more other businesses?

YES ☐ NO ☒ 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 ☒ If yes, please 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 ☒ 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 ☒ 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 ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

- 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 ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

- 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 ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

b) Any misdemeanor charge pending?

YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

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 ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?

YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions?

YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

- 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 ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

- 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 ☒ 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.

- 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.

ALL BUSINESS RELATIONSHIPS ARE VETTED TO ENSURE NO CONFLICTS EXIST.

- 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.

Have you previously uploaded the below information under in the Document Vault?

YES ☐ NO ☒

Is the proposer an individual?

YES ☐ NO ☒ Should the proposer be other than an individual, the Proposal MUST include:

- i) Date of formation;

04/05/2011

- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner. If none, explain.

First Name	LAURA		
Last Name	LOWENSTEIN		
MI		Suffix	
Address	2059 MERRICK RD		
City	MERRICK	State/Province/Territory	NY
Country	US		
Position	PRESIDENT		

First Name	BENJAMIN		
Last Name	TAYNE		
MI		Suffix	
Address	2059 MERRICK RD		
City	MERRICK	State/Province/Territory	NY
Country	US		
Position	V.PRES		

iii) Name, address and position of all officers and directors of the company. If none, explain.

First Name	LAURA		
Last Name	LOWENSTEIN		
MI		Suffix	
Address	2059 MERRICK RD		
City	MERRICK	State/Province/Territory	NY Zip/Postal Code 11566
Country	US		
Position	PRESIDENT		

First Name	BENJAMIN		
Last Name	TAYNE		
MI		Suffix	
Address	2059 MERRICK RD		
City	MERRICK	State/Province/Territory	NY Zip/Postal Code 11566
Country	US		
Position	V.PRES		

iv) State of incorporation (if applicable);

NY

v) The number of employees in the firm;

2

vi) Annual revenue of firm;

250000

vii) Summary of relevant accomplishments

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

B. Indicate number of years in business.

10

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

WE HAVE BEEN PERFORMING THIS CONTRACT FOR PAST FOUR YEARS.

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	ADVANCED PLASTIC SURGERY OF LONG ISLAND PLLC
Contact Person	DAVID TESSER

Address	1800 MERRICK RD		
City	MERRICK	State/Province/Territory	NY
Country	US		
Telephone	(516) 377-2738		
Fax #			
E-Mail Address	DTESSER131@GMAIL.COM		

Company	MARATHON ENERGY CORP		
Contact Person	JERRY DRENIS		
Address	62-01 34TH AVE		
City	WOODSIDE	State/Province/Territory	NY
Country	US		
Telephone	(718) 435-2200		
Fax #			
E-Mail Address	JERRY@MECNY.COM		

Company	SMG MEDIQUIP LLC		
Contact Person	JEFF FEIL		
Address	PO BOX 736		
City	BETHPAGE	State/Province/Territory	NY
Country	US		
Telephone	(516) 586-4934		
Fax #			
E-Mail Address	K.SMGMEDIQIP@HOTMAIL.COM		

I, LAURA LOWENSTEIN , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, LAURA LOWENSTEIN , hereby certify that I have read and understand all the items contained in this form; 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 form; 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 form as additional inducement to enter into a contract with the submitting business entity.

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.

Name of submitting business: CAPITAL RESOURCE MANAGEMENT INC.

Electronically signed and certified at the date and time indicated by:
LAURA LOWENSTEIN [LAURA@CRMCOLLECT.COM]

PRESIDENT

Title

08/05/2021 01:01:14 PM

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: LAURA LOWENSTEIN
Date of birth: 09/28/1974
Home address: 2858 VALERIE CT
City: MERRICK State/Province/Territory: NY Zip/Postal Code: 11566
Country: US

Business Address: 2059 MERRICK RD #116
City: MERRICK State/Province/Territory: NY Zip/Postal Code: 11566
Country: US
Telephone: 5164424045

Other present address(es):
City: _____ State/Province/Territory: _____ Zip/Postal Code: _____
Country: _____
Telephone: _____

List of other addresses and telephone numbers attached

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

President	<u>04/05/2011</u>	Treasurer	<u>04/05/2011</u>
Chairman of Board		Shareholder	<u>04/05/2011</u>
Chief Exec. Officer	<u>04/05/2011</u>	Secretary	<u>04/05/2011</u>
Chief Financial Officer		Partner	
Vice President			
(Other)			

3. Do you have an equity interest in the business submitting the questionnaire?

YES ☒ NO ☐ If Yes, provide details.

I OWN 99% OF THE SHARES OF CAPITAL RESOURCE MANAGEMENT, INC.

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 notfor-profit organization other than the one submitting the questionnaire?

YES ☒ NO ☐ If Yes, provide details.

I AM 100% OWNER OF LAURA J LOWENSTEIN & ASSOC LLC

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 an explanation of the circumstances and corrective action taken.

- 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 an explanation of the circumstances and corrective action taken.

- 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 an explanation of the circumstances and corrective action taken.

- 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 an explanation of the circumstances and corrective action taken.

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?

YES ☐ NO ☒ If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

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? Y
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

10. 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 an explanation of the circumstances and corrective action taken.

11. 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 an explanation of the circumstances and corrective action taken.

12. 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 an explanation of the circumstances and corrective action taken.

13. 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 an explanation of the circumstances and corrective action taken.

I, LAURA LOWENSTEIN , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, LAURA LOWENSTEIN , hereby certify that I have read and understand all the items contained in this form; 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 form; 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 form as additional inducement to enter into a contract with the submitting business entity.

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.

CAPITAL RESOURCE MANAGEMENT INC.

Name of submitting business

Electronically signed and certified at the date and time indicated by:

LAURA LOWENSTEIN [LAURA@CRMCOLLECT.COM]

PRESIDENT

Title

08/05/2021 12:58:13 PM

Date

COUNTY OF NASSAU

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

1. Name of the Entity: CAPITAL RESOURCE MANAGEMENT, INC.Address: 2059 MERRICK RD #116City: MERRICK State/Province/Territory: NY Zip/Postal Code: 11566Country: US2. Entity's Vendor Identification Number: 45-15448883. Type of Business: Closely Held Corp (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):

First Name LAURA
Last Name LOWENSTEIN
MI _____ Suffix _____
Address 2059 MERRICK RD
City MERRICK State/Province/Territory: NY Zip/Postal Code: 11566
Country US
Position PRESIDENT

First Name BENJAMIN
Last Name TAYNE
MI _____ Suffix _____
Address 2059 MERRICK RD
City MERRICK State/Province/Territory: NY Zip/Postal Code: 11566
Country US
Position V.PRES

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.

If none, explain.

First Name LAURA
Last Name LOWENSTEIN
MI _____ Suffix _____
Address 2059 MERRICK RD
City MERRICK State/Province/Territory: NY Zip/Postal Code: 11566

Country	
Position	PRESIDENT

First Name	BENJAMIN				
Last Name	TAYNE				
MI		Suffix			
Address	2059 MERRICK RD				
City	MERRICK	State/Province/Territory:	NY	Zip/Postal Code:	11566
Country					
Position	V.PRES				

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.

LAW OFFICE OF JARED P TURMAN, PLLC.

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.

Are there lobbyists involved in this matter?

YES ☐ NO ☒

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

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

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

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.

Electronically signed and certified at the date and time indicated by:

LAURA LOWENSTEIN [LAURA@CRMCOLLECT.COM]

Dated: 08/05/2021 01:03:03 PM

Title: PRESIDENT

The term lobbying 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.

AMENDMENT NO. 2

AMENDMENT (together with any appendices or exhibits hereto, this "Amendment") dated as of the date that this Amendment is executed by Nassau County (the "Effective Date"), between (i) **Nassau County**, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the **County Office of the Treasurer**, having its principal office at 1 West Street, Mineola, New York 11501 (the "Department"), and (ii) **Capital Resource Management, Inc.**, a New York domestic business corporation, having its principal office at 2059 Merrick Road, Suite 116, Merrick, New York 11566 (the "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQTR16000002 between the County and Contractor, executed on behalf of the County on April 28, 2017, as amended by amendment one (1), County contract amendment number CLTR20000003, executed on behalf of the County on March 29, 2021 (the "Original Agreement"), Contractor provides debt collection services for ambulance billings in the County, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the term of the Original Agreement is from April 28, 2017 until April 27, 2021, unless sooner terminated in accordance with the provisions of the Original Agreement, provided that the County may, in its sole discretion renew and extend the term for one (1) additional one (1) year period under the same terms and conditions (the "Term"); and

WHEREAS, the County desires to exercise the one (1) available option to renew and extend the Term.

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

1. Term. The Term of the Original Agreement shall be renewed and thereby extended by one (1) year, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement") shall be April 27, 2022, subject to earlier termination as provided for under the Amended Agreement.

2. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the Effective Date.

CAPITAL RESOURCE MANAGEMENT, INC.

By: LAURA LOWENSTEIN
Name: [Signature]
Title: President
Date: 8/6/2021

NASSAU COUNTY

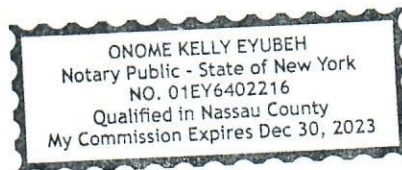
By: _____
Name: _____
Title: County Executive
☐ Deputy County Executive
Date: _____

PLEASE EXECUTE IN BLUE INK

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

On the 6th day of August in the year 2021 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 of Capital Resource Mgt, 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.

Onome Eyubeh
NOTARY PUBLIC



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

On the ____ day of _____ in the year 20__ 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 a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/12/2021

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 Collectors Insurance Agency, Inc. 3200 Courthouse Lane Eagan MN 55121	CONTACT NAME: CIAI PHONE (A/C, No, Ext): (952) 926-6547 FAX (A/C, No): (952) 928-3837 E-MAIL ADDRESS: collectorsinsurance@acainternational.org
INSURED CAPITAL RESOURCE MANAGEMENT INC 2059 MERRICK RD STE 116 MERRICK NY 11566-4703	INSURER(S) AFFORDING COVERAGE INSURER A: Harleysville Worcester Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 13156785**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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		BOP00000055308Y	11/01/2020	11/01/2021	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000						
	MED EXP (Any one person) \$ 10,000						
	PERSONAL & ADV INJURY \$ 1,000,000						
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			CMB0000005783AA	11/01/2020	11/01/2021	EACH OCCURRENCE \$ 1,000,000
	AGGREGATE \$ 1,000,000						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input type="checkbox"/>	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)

IT IS AGREED THAT NASSAU COUNTY NEW YORK IS INCLUDED AS ADDITIONAL INSURED SOLELY AS THEIR INTERESTS MAY APPEAR IN ACCORDANCE WITH THE PROVISIONS OF THE POLICY FORM.

CERTIFICATE HOLDER**CANCELLATION**

NASSAU COUNTY NEW YORK
NASSAU COUNTY TREASURER
1 WEST STREET
MINEOLA NY 11501


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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AMENDMENT NO. 1

AMENDMENT (together with any appendices or exhibits hereto, this "Amendment") dated as of the date (the "Effective Date") that this Amendment is executed by Nassau County, between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the County Office of the Treasurer, having its principal office at 1 West Street, Mineola, New York 11501 (the "Department"), 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").

2059 

WITNESSETH:

WHEREAS, pursuant to County contract number CQTR16000002 between the County and the Contractor, executed on behalf of the County on April 28, 2017 (the "Original Agreement"), the Contractor provides debt collection services for ambulance billings in the County, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the term of the Original 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 the Original Agreement, provided that 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 (the "Original Term"); and

WHEREAS, the County desires to exercise the first available renewal option and amend the Compliance with Law Section of the Original Agreement.

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

1. Renewal of Term. The Original Agreement shall be renewed and thereby extended by one (1) year, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be April 27, 2021, subject to earlier termination as provided for under the Amended Agreement.

2. Compliance with Law. Section 7 of the Original Agreement with the heading "Compliance with Law" is hereby amended to add the following subsections:

(e) Prohibition of Gifts. In accordance with County Executive Order 2-2018, the Contractor shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions with the Contractor on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, "anything of value" shall include, but not be

limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. The Contractor shall include the provisions of this subsection in each subcontract entered into under this Agreement.

(f) Disclosure of Conflicts of Interest. In accordance with County Executive Order 2-2018, the Contractor has disclosed as part of its response to the County's Business History Form, or other disclosure form(s), any and all instances where the Contractor employs any spouse, child, or parent of a County employee of the agency or department that contracted or procured the goods and/or services described under this Agreement. The Contractor shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.

3. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the Effective Date.

Capital Resource Management, Inc.

By: _____

Name: LAURICA LOWENSTEIN

Title: President

Date: 8/27/2020

NASSAU COUNTY

By: _____

Name: Helena Williams

Title: County Executive

☐ Deputy County Executive

Date: 3/29/21

PLEASE EXECUTE IN BLUE INK

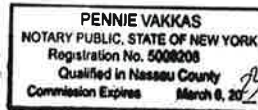
STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 27th day of August in the year 2020 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 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 corporation.

NOTARY PUBLIC



STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 29 day of March in the year 2021 before me personally came Helen Williams 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 a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC



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).

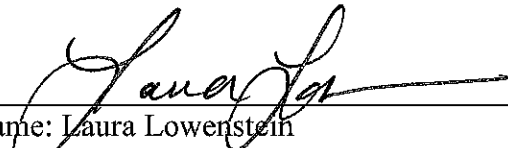
(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any

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

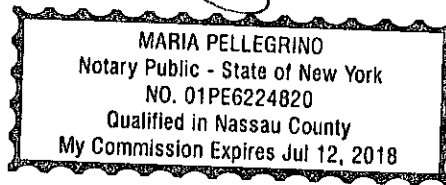
By: _____
Name: _____
Title: Partner
Date: _____

PLEASE EXECUTE IN BLUE INK

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



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

LAURA CURRAN
COUNTY EXECUTIVE



BEAUMONT A. JEFFERSON
COUNTY TREASURER

ROLANDO S. FERNANDO
DEPUTY COUNTY TREASURER

LISA A. ENELLA
DEPUTY COUNTY TREASURER

COUNTY OF NASSAU
OFFICE OF THE COUNTY TREASURER
1 WEST STREET
MINEOLA, NEW YORK 11501

TO: ROBERT CLEARY, CHIEF PROCUREMENT OFFICER

FROM: ROLANDO FERNANDO, DEPUTY COUNTY TREASURER

DATE: AUGUST 26, 2021

RE: DELAY MEMO - CAPITAL RESOURCE MANAGEMENT
CQTR16000002
CLTR21000001

The purpose of this memo is to explain the delay in the processing of the above-mentioned contract. This is the second amendment to an existing contract for collection services which expired on April 27, 2021. This new contract is to ensure continuity of services until April 27, 2022.

The processing of the first amendment was originally delayed due to COVID-19 and slow turn-around of vendor disclosure forms. As soon as the necessary paperwork was completed by the vendor, the amendment was immediately processed. This delay of the first amendment, in turn caused a delay in processing the second amendment.

I trust this memorandum satisfies your inquiry, however, please do not hesitate to contact me if you have any additional questions.

Thank you,


Rolando Fernando
Deputy County Treasurer