TOWN OF DAVIE
TOWN COUNCIL AGENDA REPORT

TO: Mayor and Councilmembers

FROM/PHONE: Joseph Montopoli, Fire Chief/EMC 954-797-1842

PREPARED BY: Frank Suriano, Assistant Chief EMS 954-797-1843

SUBJECT: Resolution

AFFECTED DISTRICT: All

ITEM REQUEST: **Schedule for Council Meeting**

TITLE OF AGENDA ITEM: AGREEMENT - A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE TOWN OF DAVIE TO ENTER INTO AN AGREEMENT WITH COST RECOVERY CORPORATION (CRC), TO PROVIDE ACCIDENT COST RECOVERY SERVICES. (tabled from October 1, 2008) [see related item 6.2]

REPORT IN BRIEF: The Town is in need of a company to provide cost recovery services for the Police and Fire Departments. Cost Recovery Corporation have been providing this service for Fire Departments since 1999 and added cost recovery services for Police Departments in 2004. CRC is a sole source provider for law enforcement recovery services and currently has a U.S. Patent assignment. CRC has an extensive list of municipal clients which is attached hereto. The term of the agreement is for one (1) year with successive one (1) year renewal terms. CRC shall bill and collect their fee for services direct from the payer. The Town shall not be billed nor be required to pay for any services provided by CRC.

PREVIOUS ACTIONS: (tabled from October 1, 2008)

CONCURRENCES: Agreement has been reviewed by Town Attorney under control no. 08-7012

FISCAL IMPACT: No

Has request been budgeted? n/a

RECOMMENDATION(S): Motion to approve resolution

Attachment(s): Resolution, Sole Source Letter, Agreement, W-9 Form, Vendor Disclosure Form, Corporation documentation

RESOLUTION _____

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE TOWN OF DAVIE TO ENTER INTO AN AGREEMENT WITH COST RECOVERY CORPORATION (CRC), TO PROVIDE ACCIDENT COST RECOVERY SERVICES.

WHEREAS, The Town of Davie is in need of a company to provide cost recovery services; and

WHEREAS, Cost Recovery Corporation (CRC) has been proving cost recovery services since 1999; and

WHEREAS, Cost Recovery Corporation (CRC) is a sole source provider for law enforcement recovery services and currently has a U.S. Patent assignment.

WHEREAS, Cost Recovery Corporation (CRC) shall bill and collect their fee for services direct from the payer and the Town will not incur any fees for services provided by CRC.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA.

SECTION 1. The Town Council authorizes the Mayor or designee to enter into an agreement with Cost Recovery Corporation "CRC" for one (1) year with successive one (1) year renewal terms.

SECTION 2. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS _____ DAY OF_____, 2008

_____
MAYOR/COUNCIL MEMBER

ATTEST:

_____
TOWN CLERK

APPROVED THIS _____ DAY OF _____, 2008

COST RECOVERY SERVICES AND BUSINESS ASSOCIATES AGREEMENT

This Agreement is made as of _____, 2008, by and between **COST RECOVERY CORP**, an Ohio company (**CRC**"), and _____("Client").

RECITALS

The Client provides Safety Services for their community. CRC provides cost recovery services to Fire Departments, EMS Departments, Police Departments, Sheriff Departments and Hospitals. The Client desires to retain CRC to provide cost recovery services needed by the Client.

STATEMENT OF AGREEMENT

The parties agree as follows:

1. The Client retains CRC to provide cost recovery services for the Client.

Liability:

2. CRC shall not be responsible for any expenses or liabilities of the Client except as specifically provided in this Agreement. The Client shall likewise not be responsible for CRC's expenses or liabilities.

Authority:

3. The Client grants to CRC all of the authority and power to carry out its obligations under this Agreement in accordance with any regulatory requirement to which the Client is bound and in accordance with all applicable laws.

Attorney-in-Fact

4. The Client appoints CRC as its lawful attorney-in-fact for the purpose of carrying out CRC's obligations of this Agreement.

Health Insurance Portability and Accountability Act (HIPAA):

5.The Parties hereby acknowledge that they are bound by HIPAA and the Regulations enacted thereunder by the Department of Health and Human Services ("DHH") regarding the use and disclosure of Information pertaining to the past present or future physical or mental health or condition of an individual, the provision of health care to an individual, or the future payment for the provision of health care to an individual (the "Information"). CRC shall be restricted in the use of any Information provided to it by Client. Such Information shall include, but not be limited to, patient demographics and Client's charges and coding. CRC is restricted to only using the Information for the provision of the billing provided under this Agreement unless such other use of the Information is specifically permitted below. CRC shall not disclose patient's Information to anyone other than Client or the patient unless such other disclosure of the Information is specifically permitted below.

a. CRC may also use information of the serviced parties of the client (i) for the proper management and/or administration by CRC, or (ii) to carry out any legal responsibilities of CRC.

b. CRC may also disclose a patient's Information if (i) the disclosure is required by law, or (ii) CRC obtains reasonable assurances from the person or entity to whom the Information is

disclosed that the Information will be held confidentially and used or further disclosed only as required by law or for the purpose to which it was disclosed to the person or entity and the person or entity notifies CRC of any instances of which the person or entity is or becomes aware in which the confidentiality of the Information has been breached.

c. Should CRC become aware of any use or disclosure of the Information which has not been provided for in this Agreement, CRC shall give notice to Client regarding such use or disclosure.

CRC's Service Fee:
6. CRC shall bill and collect their fee for services direct from the payer. The Client shall not be billed nor be required to pay for any services provided by CRC.

Term of Agreement:
7. The initial term of this Agreement is 0ne year and shall commence on _____, 2008 and shall terminate on _____, 2009. This Agreement shall automatically be renewed for successive 1-year terms, unless prior to 90 days before the end of the initial term or any succeeding renewal term, either party to this Agreement notifies the other party in writing that it does not desire to renew this Agreement. In the event of such notification, this Agreement and any right to automatic renewals shall terminate at the end of the current term. Either party may terminate this Agreement for cause upon giving 90 days written notice to the other party and that cause to be determined by Client. Right to cure to be determined by CRC.

Warranty:
8. Except as otherwise provided in this contract, CRC makes for its services rendered no warranty of merchantability and no warranty of fitness for any particular purpose, nor does CRC make any other warranty, expressed or implied of any nature, whatsoever, except that CRC shall warrant that its system software is fit for the purpose of fee billing and insurance filing and the CRC will exercise reasonable care in the handling and storage of the input and output. CRC shall reconstruct available data from hard copy back up as required for IRS compliance and to the best of its ability, recover any loss or damage to input. CRC shall be responsible for consequences arising from direct and willful negligence or intentional, malicious misconduct in loss of Client' files.

Damages:
9. Neither party shall be liable for any damages, including consequential, special, or punitive damages for any delay or failure in the performance of its obligations hereunder caused by strikes or other labor disputes, riots or other public disorders, accidents, acts of God, prohibitions, governmental or legal regulations, fire or other casualty, electrical, hardware, mechanical failure, or other cause beyond such party's control.

Hold Harmless:
10. Each party shall protect, indemnify and save the other party harmless from and against any and all liability and expense of any kind, including costs and reasonable attorney fees, arising from injuries or damages to persons or property in connection with the operation of the Client or activities under this Agreement, unless such liability and expense shall be solely the result of the gross negligence, willful misconduct or fraud of such party or its employees or agents.

10(a) CRC employees shall be bonded in the amount of $50,000 and maintain liability insurance in the amount of $500,000.

Taxes:
11. Client shall pay any federal, state, and local taxes, fees, or assessments, however designated, which are levied or based on the income earned from services performed by Client under this Contract, pursuant to applicable law. CRC shall pay such federal, state and local taxes, fees and assessments, as based on the income to CRC pursuant to the terms of this agreement, in accordance with applicable law. Each party shall pay fees or assessments relating to taxes in accordance with their respective tax liability under this agreement.

Florida Law:
12. This Contract shall be governed by the laws of the State of Florida.

Consent & Waiver:
13. No consent or waiver, expressed or implied, by either party hereto, to or of any breach of any obligation to the other shall be construed as a consent or waiver to or of any breach of the same or any other obligation.

Assignment:
14. This agreement shall inure to the benefit of and be binding upon the parties and their respective successors, assigns, heirs, and administrators, as the case may be. Nothing in this agreement is intended to confer upon any other person any rights or remedies under or by this Agreement.

Payments:
15. All receipts resulting from claims filed to the insurance companies will be received in a trust bank lock bo managed by a trustee, Couchot, Hogenkamp & Associates, Certified Public Accountants of Centerville, Ohio. At the end of each month, management reports and adjudication of receipts will be generated for all transactions and the Clients funds for that month will be wire transferred to the Client's designated bank.

Business Associate Contract

1. CRC shall carry out its obligations under this Agreement in compliance with the privacy regulations pursuant to Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996, Subtitle F – Administrative Simplification, Sections 261, *et seq.*, as amended ("HIPAA"), to protect the privacy of any personally identifiable protected health information ("PHI") that is collected, processed or learned as a result of the legal services provided to Client by CRC. In conformity therewith, CRC agrees that it will:

a. Not use or further disclose PHI except as permitted under this Agreement or required by law;

b. Use appropriate safeguards to prevent use or disclosure of PHI except as permitted by this Agreement;

c. To mitigate, to the extent practicable, any harmful effect that is known to CRC of a use or disclosure of PHI by the CRC in violation of this Agreement.;

d. Report to Client any use or disclosure of PHI not provided for by this Agreement of which CRC becomes aware;

e. Ensure than any agents or subcontractors to whom CRC provides PHI, or who have access to PHI, such as other consulting companies, agree to the same restrictions and conditions that apply to CRC with respect to such PHI;

f. Make PHI available to Client and to the individual who has a right of access as required under HIPAA;

g. Incorporate any amendments to PHI when notified to do so by the Client;

h. Provide an accounting of all uses and disclosures of PHI made by CRC as required under the HIPAA privacy rule;

i. Make its internal practices, books, and records relating to the use and disclosure of PHI available to the Secretary of the Department of Health and Human Services for purposes of determining CRC's and Client's compliance with HIPAA; and,

j. At the termination of this Agreement, return or destroy all PHI received from, or created or received by CRC on behalf of Client, and if return is infeasible, the protections of this agreement will extend to such PHI.

2. The specific uses and disclosures of PHI that may be made by CRC on behalf of Client include, but are not limited to:

a. The review of patient information in providing advice to Client concerning a particular accident incident;

b. The review of patient information and other records and submission of that information to insurers, and other payers with respect to CRC assisting Client in an insurance audit or other similar action;

c. The review of patient information with respect to providing Client with business and operational advice generally;

d. The review of patient information in the course of CRC conducting compliance assessment activities;

e. Other uses of disclosures of PHI as permitted by the HIPAA privacy rule.

3. Notwithstanding any other provisions of this Agreement, this Agreement may be terminated by Client, in its sole discretion, if Client determines that CRC has violated a tremor provision of this agreement pertaining to Client's obligations under the HIPAA privacy rule, or if CRC

engages in conduct which would, if committed by Client, would result in a violation of the HIPAA privacy rule by Client.

IN WITNESS WHEREOF, the parties hereto have set their hands this _____day of _____, 2008, executed this Agreement on the day and year first above written.

COST RECOVERY CORP

By: _____
Terry Henley
Title: CEO
Address:
6450 Poe Avenue, Suite 401
Dayton, Ohio 45414
Tele. No. 888-921-4598
FAX No.866-282-1451

_____

By: _____
Print Name: _____
Title:_____
Address:
_____
_____
Tele. No. _____
FAX No. _____

COST RECOVERY CORPORATION

July 15, 2008

To Whom it May Concern:

Cost Recovery Corporation is a sole source provider for law enforcement recovery services. Please find attached patent documentation.

Respectfully,

Regina Moore

Cost Recovery President

COST RECOVERY CORPORATION

6450 Poe Avenue, Suite 401 • Dayton, Ohio 45414

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10/793,206 Cost recovery billing system

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Patent Assignment Abstract of Title

Total Assignments: 1

Application #: 10793206 **Filing Dt:** 03/04/2004 **Patent #:** NONE **Issue Dt:**

PCT #: NONE **Publication #:** US20050197956 **Pub Dt:** 09/08/2005

Inventor: Terry L. Henley

Title: Cost recovery billing system

Assignment: 1

Reel/Frame: 015054 / 0397 **Received:** 03/12/2004 **Recorded:** 03/04/2004 **Mailed:** 08/31/2004 **Pages:** 3

Conveyance: ASSIGNMENT OF ASSIGNORS INTEREST (SEE DOCUMENT FOR DETAILS).

Assignor: HENLEY, TERRY L. **Exec Dt:** 02/12/2004

Assignee: COST RECOVERY CORPORATION, LLC
6450 POE AVE.
DAYTON, OHIO 45414

Correspondent: R.WILLIAM GRAHAM
22 S. ST. CLAIR ST.
DAYTON, OH 45402

Search Results as of: 05/22/2008 10:50:46 AM

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Police Department References:

Huron, Oh. Chief Randy Glovinsky 419/433-4114

Erie Twp., Mich. Chief William Hines 734/848-4082

Belleview, Fl. Chief Lee Strickland 352/245-7060

Ocala, Fl., Dep. Chief Greg Graham 352/369-7091

Starke, Fl., Chief Smith 904/964-5027

Chiefland, Fl., Chief Robert Douglas 352/493-6777

Erlanger Ky., Chief Marc Fields 859/727-7580

Longwood Fl., Chief Tom Jackson 407/260-3401

Fire Department References:

St. Matthews, Ky. Bill Seng 502/376-2601

Toledo, Oh. Chief John Kromenacker 419/245-1175

Mcmahan Ky. Dep. Chief Joe Johnson 502/491-4745

Miami Twp. Oh. Chief David Fulmer 937/433-4242

Worthington, KY Chief Gary Yurt 503/241-9366

Neshannock Twp, Penn. Dave Congini 724/654-4800

Starke, Fl., Chief Smith 904/964-5027

Sni Valley, Mo., Chief John VanGorkom 816/690-6990

Live Oak, Fl., Chief Chad Croft 386/362-1313

Erlanger Ky., Chief Tim Koenig 859/772-2488

Escambia Co. Fl., John Simms 850/475-5530

Fee Schedule for Police - Motor Vehicle Accidents and Incidents

Responder1 Police Crashes

	ON SCENE TIME				
	30 min	45min	60min	75min	90min
Fatality					
No. Vehicles	$154	$154	$154	$154	$154
No. Officers	$14	$21	$28	$35	$42
Station Prep/Admin	$108	$114	$119	$124	$129
A-Level					
No. Vehicles	$154	$154	$154	$154	$154
No. Officers	$14	$21	$28	$35	$42
Station Prep/Admin	$91	$96	$101	$106	$111
B-Level					
No. Vehicles	$154	$154	$154	$154	$154
No. Officers	$14	$21	$28	$35	$42
Station Prep/Admin	$76	$80	$86	$91	$96
C-Level					
No. Vehicles	$154	$154	$154	$154	$154
No. Officers	$14	$21	$28	$35	$42
Station Prep/Admin	$76	$78	$80	$82	$84
PDO					
No. Vehicles	$154	$154	$154	$154	$154
No. Officers	$14	$21	$28	$35	$42
Station Prep/Admin	$76	$78	$80	$82	$84

COURT TIME AND WITNESS INTERVIEW @ $80/hr

Fatality: **Crash resulting in death of an individual within 30 days of the accident**
A-Level: **Crash with one incapacitating injury**
B-Level: **Crash with one person with a visible injury but not incapacitating**
C-Level: **Crash with one person with a possible injury**
PDO: **Property Damage Only with a value of $500 on any single vehicle resulting in a claim filed to an insurance company or if cited individual is without insurance**

Any response to the scene will receive the minimum 30 minute cost. Costs are additive, if two vehicles respond, the cost is twice what is listed as well as the staff.

NOTE: This proprietary study was completed by Cost Recovery Corp® and should only be used by clients of Cost Recovery Corp®. It should remain confidential without public distribution to any outside parties. Responder1® *is a program protected under a* ***Patent Pending Status****; therefore, it is a* ***proprietary program*** *available exclusively by Cost Recovery Corp®.*

Fee Schedule for Fire - Motor Vehicle Accidents and Incidents

Responder1 Crashes& Structure Fires

COST SCHEDULE:

TIME AT SCENE	15 min	30 min	45 min	60 min	75 min	90 min
Engine Companies	$587	$598	$609	$620	$630	$642
Rescue Vehicles	$577	$578	$579	$580	$581	$582
Pumper	$467	$478	$489	$510	$531	$552
Ladder Towers	$598	$620	$641	$662	$684	$705
HazMat	$587	$603	$620	$636	$652	$668
Station Prep/Admin	$176	$185	$194	$203	$212	$221
Firefighters	$10	$20	$30	$40	$50	$60
EMT's	$12	$24	$36	$48	$60	$72
Shift Supervisors/Cmndrs	$14	$28	$42	$56	$60	$74
Lieutenants/Assnt Chief	$16	$32	$48	$64	$80	$96
Chief	$20	$40	$60	$80	$100	$120

Any response to the scene will receive the minimum 15 minute cost. Costs are additive, if two vehicles respond, the cost is twice what is listed as well as the staff.

NOTE: This proprietary cost study was completed by Cost Recovery Corp® and should only be used by clients of Cost Recovery Corp®. It should remain confidential without public distribution to any outside parties.

Billing Procedure

The following guidelines will be followed in addition to the processes outlined in Chapter 18, Article II of the Town Code of Ordinances.

1. Town of Davie residents shall not be responsible for any balance outside of payment(s) received from their insurance provider, except for:
    a. Receives a citation for Driving Under the Influence (D.U.I.).
    b. Receives a citation for violating traffic law and is at fault of an accident.

Doc ID --> 200700802110

DATE:	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
01/09/2007	200700802110	ARTICLES OF ORGANIZATION/DOM. LLC (LCA)	125.00	.00	.00	.00	.00

Receipt
This is not a bill. Please do not remit payment.

TERRY HENLEY
COST RECOVERY CORP.
6450 POE AVENUE STE 401
DAYTON, OH 45414

STATE OF OHIO
CERTIFICATE
Ohio Secretary of State, J. Kenneth Blackwell

1670715

It is hereby certified that the Secretary of State of Ohio has custody of the business records for

COST RECOVERY CORP, LLC

and, that said business records show the filing and recording of:

Document(s)	Document No(s):
ARTICLES OF ORGANIZATION/DOM. LLC	**200700802110**

United States of America
State of Ohio
Office of the Secretary of State

Witness my hand and the seal of the Secretary of State at Columbus, Ohio this 4th day of January, A.D. 2007.

J. Kenneth Blackwell

Ohio Secretary of State

Doc ID --> 200700802110

Prescribed by **J. Kenneth Blackwell**
Ohio Secretary of State
Central Ohio: (614) 466-3910
Toll Free: 1-877-SOS-FILE (1-877-767-3453)

www.state.oh.us/sos
e-mail: busserv@sos.state.oh.us

Expedite this Form: (Select One)	
Mail Form to one of the Following:	
⊙ Yes	PO Box 1390 Columbus, OH 43216 *** Requires an additional fee of $100 ***
☒ No	PO Box 670 Columbus, OH 43216

ORGANIZATION / REGISTRATION OF LIMITED LIABILITY COMPANY

(Domestic or Foreign)
Filing Fee $125.00

THE UNDERSIGNED DESIRING TO FILE A:

(CHECK ONLY ONE (1) BOX)

(1) ☒ Articles of Organization for Domestic Limited Liability Company (115-LCA) ORC 1705	(2) ☐ Application for Registration of Foreign Limited Liability Company (106-LFA) ORC 1705
	(Date of Formation) _____ (State) _____

Complete the general information in this section for the box checked above.

Name Cost Recovery Corp, LLC

☐ ***Check here if additional provisions are attached***

* If box (1) is checked, name must include one of the following endings: limited liability company, limited, Ltd, L.t.d., LLC, L.L.C.

Complete the information in this section if box (1) is checked.

Effective Date **(Optional)** _____ *(mm/dd/yyyy)* ***Date specified can be no more than 90 days after date of filing. If a date is specified, the date must be a date on or after the date of filing.***

This limited liability company shall exist for *(Optional)* Perpetual (Period of existence)

Purpose *(Optional)* _____

The address to which interested persons may direct requests for copies of any operating agreement and any bylaws of this limited liability company is

(Optional)

_____ *(Name)*

_____ *(Street)* ***NOTE: P.O. Box Addresses are NOT acceptable.***

_____ *(City)* _____ *(State)* _____ *(Zip Code)*

Complete the information in this section if box (1) is checked Cont.

ORIGINAL APPOINTMENT OF AGENT

The undersigned authorized member, manager or representative of

Cost Recovery Corp, LLC
(name of limited liability company)

hereby appoint the following to be statutory agent upon whom any process, notice or demand required or permitted by statute to be served upon the limited liability company may be served. The name and address of the agent is:

Regina Smolinski
(Name of Agent)

2345 Liberty Rd
(Street) ***NOTE: P.O. Box Addresses are NOT acceptable.***

New Carlisle — Ohio — 45344
(City) *(State)* *(Zip Code)*

Must be authenticated by an authorized representative

Authorized Representative	Date: 12/13/06
Authorized Representative	Date

ACCEPTANCE OF APPOINTMENT

The undersigned, named herein as the statutory agent for

Cost Recovery Corp, LLC.
(name of limited liability company)

hereby acknowledges and accepts the appointment of agent for said limited liability Company.

Regina Smolinski
(Agent's signature)

PLEASE SIGN PAGE (3) AND SUBMIT COMPLETED DOCUMENT

Complete the information in this section if box (2) is checked.

The address to which interested persons may direct requests for copies of any operating agreement and any bylaws of this limited liability company is

(Name)

(Street) ***NOTE: P.O. Box Addresses are NOT acceptable.***

(City) *(State)* *(Zip Code)*

The name under which the foreign limited liability company desires to transact business in Ohio is

The limited liability company hereby appoints the following as its agent upon whom process against the limited liability company may be served in the state of Ohio. The name and complete address of the agent is

(Name)

(Street) ***NOTE: P.O. Box Addresses are NOT acceptable.***

(City) Ohio *(State)* *(Zip Code)*

The limited liability company irrevocably consents to service of process on the agent listed above as long as the authority of the agent continues, and to service of process upon the OHIO SECRETARY OF STATE if:

a. the agent cannot be found, or
b. the limited liability company fails to designate another agent when required to do so, or
c. the limited liability company's registration to do business in Ohio expires or is cancelled.

REQUIRED
Must be authenticated **(signed)** by an authorized representative **(See Instructions)**

Authorized Representative — Date: 1-2-07

(Print Name) Peter J. Segi

Peter J. Segi

Authorized Representative — Date

(Print Name)

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type See Specific Instructions on page 2.

Name (as shown on your income tax return)
COST RECOVERY - USA, INC

Business name, if different from above
6450 POE AVE, SUITE 401, DAYTON, OHIO 45414

Check appropriate box: ☐ Individual/ Sole proprietor ☒ Corporation ☐ Partnership ☐ Other ▶ ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.) | Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
			–			–		

or

Employer identification number
2	0	4	0	1	0	9	5	2	4

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 9/24/08

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

Town of Davie
Vendor/Bidder Disclosure

I, Terry Henley, being first duly sworn state that:
The full legal name and business address of the person(s) or entity contracting with the Town of Davie ("Town") are as follows (Post Office addresses are not acceptable):

Name of Individual, Firm, or Organization: CostRecovery-USA, INC

Address: 6450 Poe Ave. Suite 401
Dayton, Ohio 45414

FEIN 20-0109524

State and date of incorporation 0410 6/9/2003

OWNERSHIP DISCLOSURE AFFIDAVIT

1. If the contract or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who directly or indirectly holds five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a trust, the full name and address shall be provided for each trustee and each beneficiary. All such names and address are as follows (Post Office addresses are not acceptable):

Names, Addresses, and Titles of Individual Who Will Lobby:

Full Legal Name	Address	Ownership
Jennifer LEIGH HENLEY	6450 Poe Ave, Dayton, Ohio	37% %
Donald Campbell	6450 Poe Ave, Dayton, Ohio	54% %
		%
		%

2. The full legal names and business addresses of any other individual (other than subcontractors, material men, suppliers, laborers, and lenders) who have, or will have, any legal, equitable, or beneficial interest in the contract or business transaction with the Town are as follows (Post Office addresses are not acceptable):

Full Legal Name Address

Regina Meave, President 6450 Poe Ave, Dayton, Ohio

By: _____ Date: 9/24/08
Signature of Affiant

Terry Hawley
Print Name

SUBSCRIBED AND SWORN TO or affirmed before me this 24 day of SEPTEMBER, 2008, by TERRY HENLEY, he/she is personally known to me or has presented DRIVERS LICENSE as identification.

_____
Notary Public, State of Florida at Large

Print or Stamp PHYLIS M. STALEY
NOTARY PUBLIC
IN AND FOR THE STATE OF OHIO
MY COMMISSION EXPIRES OCTOBER 29, 2008
Serial Number

My Commission Expires: 10-29-2008

COVER LETTER

TO: New Filing Section
Division of Corporations

SUBJECT: COSTRECOVERY USA, INC
(Name of corporation - must include suffix)

Dear Sir or Madam:

The enclosed "Application by Foreign Corporation for Authorization to Transact Business in Florida," "Certificate of Existence," and check are submitted to register the above referenced foreign corporation to transact business in Florida.

Please return all correspondence concerning this matter to the following:

Terry Henley
(Name of Person)

COSTRECOVERY USA, INC
(Firm/Company)

6450 POE AVE. SUITE 401
(Address)

Dayton, Ohio 45414
(City/State and Zip code)

For further information concerning this matter, please call:

Terry Henley at (937) 264-5943
(Name of Person) (Area Code & Daytime Telephone Number)

STREET/COURIER ADDRESS:
New Filing Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

MAILING ADDRESS:
New Filing Section
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

Enclosed is a check for the following amount:

☒ $70.00 Filing Fee ☐ $78.75 Filing Fee & Certificate of Status ☒ $78.75 Filing Fee & Certified Copy ☐ $87.50 Filing Fee, Certificate of Status & Certified Copy

12. Names and business addresses of officers and/or directors:

A. DIRECTORS

Chairman: Terry Henley

Address: 278 N. Childrens Home Rd

Troy, Ohio 45373

Vice Chairman: Regina Moore

Address: 2345 Liberty Rd

New Carlisle, Ohio 45344

Director: Pete Sagi

Address: 7411 Gardenside Dr.

Dayton, Oh 45414

Director:

Address:

B. OFFICERS

President: Regina Moore

Address: 2345 Liberty Rd

New Carlisle, Ohio 45344

Vice President: Jennifer Henley

Address: 278 N. Childrens Home Rd

Troy, Ohio

Secretary: Terry Henley

Address: 278 N. Childrens Home Rd, Troy, Ohio

Treasurer: Pete Sagi

Address: 7411 Gardenside Dr., Dayton, Ohio 45414

NOTE: If necessary, you may attach an addendum to the application listing additional officers and/or directors.

13. _____
(Signature of Director or Officer listed in number 12 of the application)

14. Terry Henley
(Typed or printed name and capacity of person signing application)

United States of America
State of Ohio
Office of the Secretary of State

I, Jennifer Brunner, do hereby certify that I am the duly elected, qualified and present acting Secretary of State for the State of Ohio, and as such have custody of the records of Ohio and Foreign business entities; that said records show COSTRECOVERY USA, INC., an Ohio corporation, Charter No. 1392835, having its principal location in Dayton, County of Montgomery, was incorporated on June 09, 2003 and is currently in GOOD STANDING upon the records of this office.

Witness my hand and the seal of the Secretary of State at Columbus, Ohio this 30th day of September, A.D. 2008

Ohio Secretary of State

Validation Number: V2008273SB5B19