



## Albany County Contract Management System

This Site: Albany County Contr



Albany County Contract Management System &gt; Request for Contract Approval &gt; 4910

### Request for Contract Approval : 4910

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|                             |   |
|-----------------------------|---|
| <b>Request ID #</b>         | 4910  |
| <b>Department</b>           | NH6020 - Nursing Home   |
| <b>Contract Type</b>        | C) County Legislative Contracts   |
| <b>Contract Action</b>      | C) Renewal  |
| <b>Contract Action Type</b> | N) None   |
| <b>Resolution #</b>         | 19-283  |
| <b>Date Submitted</b>       | 7/29/2019 12:00 AM  |
| <b>Expiration Date</b>      | 10/31/2020 12:00 AM   |
| <b>Contact Person</b>       | Slatky, Larry   |
| <b>Contact Phone</b>        | 518-869-2231  |
| <b>Contact Email</b>        | larry.slatky@albanycountyny.gov   |
| <b>Vendor Info</b>          | <b>Name:</b><br>Horan, Martello and Morrone,<br>CPA's<br><b>Address:</b><br>527 Townline Road, Suite 203,<br>Hauppauge, New York 11788  |
| <b>Estimated Amount</b>     | 44,500.00   |
| <b>Estimated Term</b>       | 12 months   |
| <b>Scope of Service</b>     | To provide accounting consulting services related to Medicare, Medicaid and the Certificate of Need process. Will provide direct consultation to the finance department, including cost reporting and submissions and work with the NYSDOH on the nursing homes behalf on reimbursement issues. |
| <b>Budget Line</b>          | NH6020  |
| <b>Point 2 or 4</b>         | 4   |
| <b>Line Item</b>            | 4,069.00  |
| <b>Budget Line</b>          | Account Code  |
| <b>Point 2 or 4</b>         |   |
| <b>Line Item</b>            |   |
| <b>Budget Line</b>          | Account Code  |

|                                      |  |
|--------------------------------------|--|
| <b>Point 2 or 4</b>                  |  |
| <b>Line Item</b>                     |  |
| <b>Budget Line</b>                   | <b>Account Code</b>  |
| <b>Point 2 or 4</b>                  |  |
| <b>Line Item</b>                     |  |
| <b>Fiscal Impact - County</b>        | 1.00   |
| <b>Fiscal Impact - State</b>         | 0.00   |
| <b>Fiscal Impact - Federal</b>       | 0.00   |
| <b>Revenue Code</b>                  | <b>Revenue Code</b>  |
| <b>Revenue Line</b>                  |  |
| <b>Capital Plan</b>                  | <b>Capital Plan:</b>   |
| <b>Capital Plan - Line Item</b>      |  |
| <b>Revenue Code</b>                  | <b>Revenue Code</b>  |
| <b>Revenue Line</b>                  |  |
| <b>Capital Plan</b>                  | <b>Capital Plan:</b>   |
| <b>Capital Plan - Line Item</b>      |  |
| <b>Revenue Code</b>                  | <b>Revenue Code</b>  |
| <b>Revenue Line</b>                  |  |
| <b>Capital Plan</b>                  | <b>Capital Plan:</b>   |
| <b>Capital Plan - Line Item</b>      |  |
| <b>Revenue Code</b>                  | <b>Revenue Code</b>  |
| <b>Revenue Line</b>                  |  |
| <b>Capital Plan</b>                  | <b>Capital Plan:</b>   |
| <b>Capital Plan - Line Item</b>      |  |
| <b>Anticipated in Current Budget</b> | Yes  |
| <b>BID, RFP, RFQ Completed?</b>      | Yes - RFP  |
| <b>BID/RFP/RFQ #</b>                 | 2016-092R  |
| <b>Additional Comments</b>           | This renewal should be issued in the name of Shaker Place Rehabilitations and Nursing Center with HMM. |
| <b>Attachments</b>                   | HMM CPA's Contract Renewal.pdf<br>HMM CPA's Resolution 283.pdf   |

|                    |
|--------------------|
| <b>DMB Section</b> |
|--------------------|

|  |                   |
|--|-------------------|
| <b>DMB Approval</b>  | Yes               |
| <b>Reason for Disapproval</b>                                | <div></div>       |
| <b>Not to Exceed Amount</b>                                  | 44,500.00         |
| <b>Date of Approval or Disapproval</b>                       | 8/2/2019 12:00 AM |
| <b>If CAB contract, Date approved by CAB</b>                 |                   |
| <b>If Legislative contract, Date approved by Legislature</b> |                   |
| <b>Contract ID #</b>   | 5,010             |

|                    |
|--------------------|
| <b>Law Section</b> |
|--------------------|

Law receives request to prepare contract

8/6/2019 12:00 AM

Law receives back-up documentation to prepare contract

Law sends draft of contract to Dept for review

Law sends final contract to department

Law sends signed contract to CEO to sign

Law sends signed contract to Comptrollers office and requesting department.

**Completed Date**

Created at 7/29/2019 3:12 PM by Slatky, Larry

Last modified at 8/26/2019 9:38 AM by Cantwell, Sarah

AGREEMENT  
BETWEEN THE  
COUNTY OF ALBANY  
AND  
HMM, CPAs LLP  
FOR  
ACCOUNTING AND CONSULTING SERVICES FOR THE ALBANY COUNTY NURSING  
HOME

Resolution No. 283 of 2019

THIS AGREEMENT is made by and between the County of Albany, a municipal corporation, acting by and through its County Executive, with its principal office located at the Albany County Office Building, 112 State Street, Albany, New York 12207-2021 (hereinafter the "County"), and HMM, CPAs LLP, a New York corporation with a principal address of 527 Townline Road, Suite 203, Happaug, New York 11788 (hereinafter called the "Contractor." The Contractor and the County may be referred to collectively as the "[P]arties," or either individually as a "[P]arty."

WITNESSETH:

WHEREAS, the County is has a need for a qualified consultant to assist in accounting and financial services as the Albany County Nursing Home; and

WHEREAS, the Albany County Purchasing Division (hereinafter called "Purchasing Division") issued a Request for Proposal for Financial Consulting Service, said request having been designated RFP #2016-092R, issued on July 25, 2016 and published on July 28, 2016 (hereinafter called the "RFP"); and

WHEREAS, the Purchasing Division has also issued four(4) addendum to the RFB, (1) on August 8, 2016 (hereinafter called "Addendum #1"); (2) on August 5, 2016 (hereinafter called "Addendum #2"); (3) on August 10, 2016 (hereinafter called "Addendum #3"); and (4) on August 11, 2016 (hereinafter "Addendum #4"; and

WHEREAS, the Contractor has submitted a bid on August 2, 2016 to provide the aforesaid services; and

WHEREAS, the County has accepted the Bid of the Contractor to provide the aforesaid services on August 18, 2016; and

WHEREAS, the Albany County Legislature has authorized the County Executive to enter into a three year Agreement with two (2) optional, consecutive one year renewals via **Resolution No. 443 of 2016, adopted on October 13, 2016** (also referred to as Contract No. 3170 of 2016) , and

WHEREAS, the Albany County Legislature has authorized the County Executive to enter into the first of the two one year optional agreements with the Contractor via **Resolution No. 283 of 2019, adopted on July 8, 2019**, and

WHEREAS, in furtherance thereof, the parties hereto desire to formalized their understanding and agreement regarding the provision of the aforementioned services, and to execute a fully-integrated Agreement with respect thereto;

NOW, THEREFORE, THE PARTIES HERETO DO MUTUALLY COVENANT AND AGREE AS FOLLOWS:

#### ARTICLE 1. THE CONTRACT DOCUMENTS; INTERPRETATION

- 1.1 The Contract Documents consist of the following: this Agreement, the RFP, which is incorporated by reference and made a part hereof; Addendum #1, which is incorporated by reference and made a part hereof, Addendum #2, which is incorporated by reference and made a part hereof, and Addendum #3, which is incorporated by reference and made a part hereof, Addendum #4, and the Proposal, which is incorporated herein and made a part hereof (collectively referred to as “the Agreement” hereinafter).
- 1.1. In the event of any discrepancy, disagreement or ambiguity among the Contract Documents, the documents shall be given preference in the following order to interpret and to resolve such discrepancy, disagreement or ambiguity: 1) this Agreement; 2) the RFP; 3) the Addenda, in reverse numerical order and d 3) the Proposal.

#### ARTICLE 2. SCOPE OF SERVICES

The Contractor will provide professional and consulting services for the Albany Count Nursing home as it relates to the RHCF-4 Medical Cost Report for the Department of Health and to assist in the preparation and filing of the Medicare Cost Report and Compilation Financial Statements. Services are expected to include, but are not limited to:

1. The Contractor shall be responsible for the preparation, certification and electronic filing (the facility needs to get the firm access to HPN) of the required RHCF-4 Medicaid Cost Report.
2. The Contractor shall assist in the preparation and filing of the Medicare Cost Report.
3. The Contractor shall compile financial statements on a monthly basis. Compilations will include Statement of Net Position, Statement of Revenues, Expenses, and Changes in Net Position and Notes to Financial Statements. On a quarterly basis, the firm will conference or meet with the Executive Director to discuss the financial statements.

4. The Contractor shall inform the Albany County Nursing Home of any regulation, reporting and/or rate changes, and preparation and filing of an appeal if such should be appealed.
5. The Contractor shall provide quarterly education training to the business office staff and other staff as necessary.
6. Issues Related to Cost Reporting--The Albany County Nursing Home will supply the firm with the following:
  - a. Year-end audited financial statement.
  - b. A trial balance in Excel Format.
  - c. Statistics and other information as requested.
  - d. Preparation of Part I of the RCHF-4 from admissions/discharges and patient days from the facility records.
  - e. PS&R.
7. Issues Relating to Compiling Financial Statements: The Albany County Nursing Home will electronically supply the firm with the following on a monthly basis:
  - a) Trial balance in Excel or similar format. Trial balance must include account numbers, account names/descriptions, debit and credit amounts and must balance.
  - b) Cumulative general ledger supporting the trial balance.
  - c) Bank reconciliations for all cash accounts. These must reconcile to the trial balance.
  - d) Accounts receivable ledger, detailed by resident, by payer, with totals. This must reconcile to the trial balance.
  - e) Accounts payable ledger, This must reconcile to the trial balance.
  - f) Detailed Sales journals (billed days, gross charges, contractual allowances, rates) Additional detail showing Medicare RUG days and rates must be provided.
  - g) Audited financial statement with supporting trial balance. A cross-walk from the trial balance to the financial should accompany this if available.

### ARTICLE 3. COMPENSATION

3.1 In consideration of the terms and obligations of this Agreement, the County agrees to pay, and the Contractor agrees to accept, an amount not to exceed FORTY-FOUR THOUSAND, FIVE HUNDRED AND 00/100 (\$44,500.00) DOLLARS (U.S. CURRENCY).

3.2 The prices set forth in the Quote shall remain fixed for the entire term of this Agreement and any renewals.

3.3 The County is not subject to federal, state, or local taxes.

### ARTICLE 4. PAYMENT

Payment shall be made to the Contractor by the County upon the Contractor's submission of a properly executed Albany County Claim Form, plus all supporting documentation, to the Albany County Department of General Services, and acceptance by the County of the Claim Form.

### ARTICLE 5. TERM OF AGREEMENT

5.1 The Contract shall commence upon execution and continue for three (3) years from the execution of the contract.

5.2 At the end of this one (1) year term, upon mutual agreement of the Parties, the Agreement may be renewed for an additional one (1) year term.

### ARTICLE 6. TERMINATION OF THE AGREEMENT; REMEDY FOR BREACH

6.1 This Agreement may be terminated by the County or the Contractor as follows:

6.1.1 The County may terminate this Agreement if the Contractor refuses or fails to supply enough properly skilled workers or proper materials to meet any of its requirements, if the Contractor fails to make payment to County-approved subcontractors for materials or labor, or disregards laws, ordinances or rules and regulations or orders of a public entity having jurisdiction over the work, or if the Contractor is substantially in breach of any of its provisions. Additionally, the County may, without cause, order the Contractor in writing, to suspend, delay or interrupt the work in whole or in part for such period of time as the County may determine.

6.1.2 The Contractor may terminate this Agreement if the County is substantially in breach of it.

6.2 In the event of a breach by the Contractor, the Contractor shall pay to the County all direct and consequential damages caused by such breach, including, but not limited to, all sums expended by the County to procure a substitute Contractor to satisfactorily complete the work, together with the County's own costs incurred in procuring a substitute Contractor.

## ARTICLE 7. ASSIGNMENT

7.1 The Contractor specifically agrees as required by Section 109 of the N.Y. General Municipal Law that the Contractor is prohibited from assigning, transferring, conveying, subcontracting, or otherwise disposing of this Agreement, or of the Contractor's right, title, or interest therein, without the prior written consent of the County.

7.2 The Contractor shall not subcontract for any portion of the services required under this Agreement without the prior written approval of the County. Any such subcontractor shall be subject to the terms and conditions of this Agreement and any additional terms and conditions the County may deem necessary or appropriate.

## ARTICLE 8. AVAILABLE DATA

All technical data relative to this Agreement in the possession of the County or in the possession of the Contractor shall be made available to the other party to this Agreement without expense to the other party.

## ARTICLE 9. COOPERATION

The Contractor shall cooperate with representatives, agents and employees of the County and the County shall cooperate with representatives, agents and employees of the contractor to the end that work may proceed expeditiously and economically.

## ARTICLE 10. NON-DISCRIMINATION

In accordance with Article 15 of N.Y. Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor agrees that neither it nor any of its County-approved subcontractors shall, by reason of age, race, creed, color, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics or marital status refuse to hire or employ or to bar or discharge from employment such individual or to discriminate against such individual in compensation or in terms, conditions, or privileges of employment.

## ARTICLE 11 RELATIONSHIP

Contractor is, and will function as, an independent Contractor under the terms of this Agreement, and shall not be considered an agent or employee of the County for any purpose. The agents, representatives and employees of the Contractor shall not in any manner be, or be held out to be, the agents, representatives or employees of the County.

## ARTICLE 12. INDEMNIFICATION

Contractor shall defend, indemnify, and save harmless the County, its agents representatives and employees, from and against any and all claims, damages, losses and expenses (including, but not limited to, reasonable attorney's fees) arising out of or in consequence of any



negligent or intentional act or omission of the Contractor, its agents or employees, to the extent of its or their responsibility for such claims, damages, losses or expenses.

#### ARTICLE 13. NON-APPROPRIATIONS

Notwithstanding anything contained herein to the contrary, no default shall be deemed to occur in the event no funds or insufficient funds are appropriated and budgeted by or are otherwise unavailable to the County for payment under this Agreement. The County will immediately notify the Contractor of such occurrence and this Agreement shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to the County of any kind whatsoever, except as to those portions herein agreed upon for which funds shall have been appropriated and budgeted.

#### ARTICLE 14. APPLICABLE LAW

The laws of the State of New York shall govern this Agreement. The designated venue is Albany, New York.

#### ARTICLE 15. RECORDS

15.1 The Contractor shall maintain complete and proper accounting records that shall clearly identify all costs associated with and revenue derived from the work performed under this Agreement. Such records shall be subject to periodic and final audit by the County upon request.

15.2 The Contractor shall provide the County and authorized State and/or Federal personnel access to any and all books, documents, records, charts, software, or any other information relevant to performance under this Agreement, immediately upon request.

15.3 The Contractor shall retain all of the above information for six (6) years after final payment or termination of this Agreement, and shall make such information available to the County and authorized State and/or Federal personnel during such period.

#### ARTICLE 16. INSURANCE

16.1 The Contractor shall procure and maintain for the entire term of this Agreement, without additional expense to the County, insurance policies of the kinds and in the amounts provided in Schedule A, attached hereto and made a part hereof. The insurance policies shall name the County as an additional insured. Such policies may only be changed upon thirty (30) days prior written approval by the County.

16.2 Contractor shall, prior to commencing any of the services outlined herein, furnish the County with Certificates of Insurance showing that the requirements of this article have been met. The Contractor shall also provide the County with updated Certificates of Insurance prior to the expiration of any previously-issued certificate(s). No work shall be commenced under this Agreement until the Contractor has delivered the Certificates of Insurance to the County. Upon

failure of the Contractor to furnish, deliver and maintain such insurance certificates as provided above, the County may declare this Agreement suspended, discontinued or terminated.

16.3 As required by Section 108 of the N.Y. General Municipal Law, this Agreement shall be of no force and effect unless the Contractor shall secure compensation for the benefit of, and keep insured during the life of this Agreement, all employees engaged thereon in compliance with the provisions of the N.Y. Workers' Compensation Law. The Contractor shall require any subcontractor authorized by the County to do likewise for all of their employees engaged thereon, all in compliance with the provisions of the N.Y. Workers' Compensation Law and of Schedule "A" of this Agreement.

#### ARTICLE 17. NO WAIVER OF PERFORMANCE

Failure of the County to insist upon strict and prompt performance of the provisions of this Agreement, or any of them, and the acceptance of such performance thereafter shall not constitute or be construed as a waiver or relinquishment of the County's right thereafter to enforce the same strictly according to the tenor thereof in the event of a continuous or subsequent default on the part of the Contractor.

#### ARTICLE 18. MODIFICATION

This Agreement may only be modified by a formal written amendment executed by the Parties.

#### ARTICLE 19. EXECUTION OF DOCUMENTS

This Agreement may be executed in one or more counterparts, each of which shall constitute an original Agreement, but all of which together shall constitute one and the same instrument.

#### ARTICLE 20. HEADINGS—CONSTRUCTION

The headings appearing in this Agreement are for the purpose of easy reference only and shall not be considered a part of this Agreement or in any way to modify, amend or affect the provisions hereof.

#### ARTICLE 21. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties and no representations or promises have been made except as herein expressly set forth.

#### ARTICLE 22. COMPLIANCE WITH MacBRIDE PRINCIPLES

Contractor hereby represents that it is in compliance with the MacBride Principles of Fair Employment as set forth in Albany County Local Law No. 3 for 1993, in that Contractor either (a) has no business operations in Northern Ireland or (b) shall take lawful steps in good faith to conduct

any business operations in Northern Ireland in accordance with the MacBride Principles, and shall permit independent monitoring of its compliance with such principles. In the event of a violation of this stipulation, the County reserves all rights to take remedial measures as authorized under § 4 of the said Local Law No. 3 for 1993 including, but not limited to, imposing sanctions, enforcing compliance, recovering damages, declaring the Contractor in default, and/or seeking debarment or suspension of the Contractor.

#### ARTICLE 23. NON-INTERRUPTION OF WORK

The Contractor agrees that it will not intentionally engage in any course of conduct or activity, or employ for the purposes of performing the public work, any subcontractors, employees, labor or materials which will or may result in the interruption of the performance of the public work due to labor strife or unrest by workmen employed by the Contractor or by any of the trades working in or about the public works and/or premises where the work is being performed.

#### ARTICLE 24. EXTRA WORK

If the Contractor is of the opinion that any work it has been directed to perform is beyond the scope of this Agreement and constitutes extra work, the Contractor shall promptly notify the County of that opinion. The County shall be the sole judge as to whether or not such work is in fact beyond the scope of this Agreement and whether or not it constitutes extra work. In the event the County determines such work does constitute extra work, it shall provide extra compensation to the Contractor on a negotiated basis.

#### ARTICLE 25 MISCELLANEOUS PROVISIONS

25.1 During the term of this Agreement, the Contractor agrees that, in the event of its reorganization or dissolution as a business entity or change in business, the Contractor shall give the County thirty (30) days written notice in advance of such an event.

25.2 The Contractor shall at all time obtain and maintain all licenses required by New York State, or other relevant regulating bodies, to perform the services required under this Agreement.

25.3 If any term, part, provision, section, subdivision of paragraph of this Agreement shall be held to be unconstitutional, invalid, or ineffective, in whole or in part, such determination shall not be deemed to invalidate the remaining terms, parts, provisions, sections, subdivisions, or paragraphs.

25.4 The County shall bear no responsibility other than that set forth in this Agreement.

25.5 All notices, consents, waivers, directions, requests, or other instruments or communications provided for under this agreement shall be deemed properly given if, and only if, delivered personally, sent by registered or certified United States mail, postage prepaid, or with the prior consent of the receiving party dispatched via facsimile transmission.

ARTICLE 26. HIPAA COMPLIANCE

The parties agree to comply with the HIPAA Compliance provisions, attached hereto as Schedule B and made a part hereof

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year written below.

COUNTY OF ALBANY

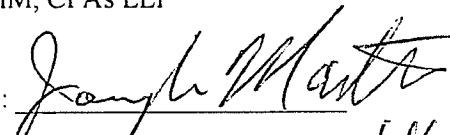
DATE: 4/26/19

BY: 

Daniel P. McCoy  
Albany County Executive  
or  
Phillip Calderone  
Deputy County Executive

HMM, CPAs LLP

DATE: 11/14/2019

BY:   
Joseph Marfello  
(Name & Title) President

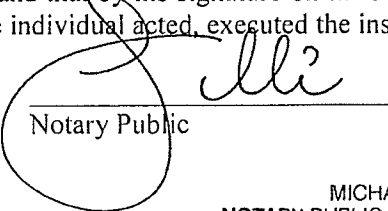
STATE OF NEW YORK)  
County OF ALBANY SS:)

On the \_\_\_\_\_ day of \_\_\_\_\_, 2019, before me, the undersigned, personally appeared Daniel McCoy, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

STATE OF NEW YORK)  
County OF ALBANY SS:)

On the 25 day of November, 2019, before me, the undersigned, personally appeared Phillip Calderone, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

  
\_\_\_\_\_  
Notary Public

MICHAEL A. LALLI  
NOTARY PUBLIC - STATE OF NEW YORK  
No. 01LA6322012  
Qualified in Albany County  
My Commission Expires March 30, 2023

STATE OF NEW YORK)  
County OF ~~ALBANY~~ Suffolk SS:)

On the 14 day of November, 2019, before me, the undersigned, personally appeared Joseph Martello, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

  
\_\_\_\_\_  
Notary Public

ESRA RABIA ARI  
Notary Public - State of New York  
No. 01AR6386208  
Qualified in Suffolk County  
My Commission Expires Jan. 22, 2023

## SCHEDULE A

### INSURANCE COVERAGE

Workers' Compensation and Employers' Liability Insurance: A policy or policies providing protection for employees in the event of job-related injuries.

Automobile Liability Insurance: A policy or policies with the limits of not less than \$500,000 combined for each accident because of bodily injury, sickness, or disease, sustained by any person, caused by accident, and arising out of the ownership, maintenance or use of any automobile for damage because of injury to or destruction of property, including the loss of use thereof, caused by accident and arising out of the ownership, maintenance, or use of any automobile.

General Liability Insurance: A policy or policies of comprehensive all-risk insurance, including coverage for demolition of structures, with limits of not less than:

| Liability For:  | Combined Single Limit |
|-----------------|-----------------------|
| Property Damage | \$1,000,000           |
| Bodily Injury   | \$1,000,000           |
| Personal Injury | \$1,000,000           |

Professional Liability Insurance: A policy or policies of professional liability insurance with limits not less than \$1,000,000 per occurrence.

## SCHEDULE B

### OBLIGATIONS AND ACTIVITIES OF THE CONSULTANT AS A BUSINESS ASSOCIATE PURSUANT TO 45 CFR SECTION 164.504

The parties to the Agreement hereby agree to comply with the following provisions to ensure their compliance with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996.

Pursuant to the terms of the Agreement, and in accordance with the requirements of 45 CFR Sections 160 and 164, the CONSULTANT/CONTRACTOR herein shall be considered a "Business Associate." The following terms are hereby incorporated in this AGREEMENT and shall be binding upon the parties hereto:

#### A. DEFINITIONS

1. "Business Associate" – under the terms of this Agreement, the term "Business Associate" shall mean the Consultant/Contractor: HMM CPAs LLP.
2. "Covered Entity" – for purposes of this Agreement, the term "Covered Entity" shall mean the County of Albany and/or the Albany County Health Department.
3. "Individual" – under the terms of this Agreement, the term "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103, and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.502(g).
4. "Privacy Rule" – shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.
5. "Protected Health Information" - shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created, received, maintained or transmitted by the Business Associate from or on behalf of the Covered Entity.
6. "Required by Law" – shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
7. "Secretary" – shall mean the Secretary of the Department of Health and Human Services or his/her Designee.
8. "Subcontractor" – shall have the same meaning as the term "subcontractor" in 45 CFR Section 160.103.

B. OBLIGATIONS AND ACTIVITIES OF THE BUSINESS ASSOCIATE

1. Pursuant to the terms of the Agreement, the Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by the Agreement, or as required by law.
2. The Business Associate agrees to use appropriate safeguards to prevent the use or disclosure of electronic Protected Health Information other than as provided for by this Agreement in accordance with the requirements of 45 CFR Section 164.314(a)(2)(i).
3. Pursuant to the terms of the Agreement and as more particularly described in the INDEMNIFICATION provisions of the Agreement, the Business Associate hereby agrees, and shall be required to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of Protected Health Information by the Business Associate which is in violation of the requirements of the Agreement.
4. The Business Associate shall immediately report to the Covered Entity any use or disclosure of unsecured Protected Health Information not provided for by the Agreement, of which it shall become aware in accordance with the provisions of 45 CFR Section 164.410.
5. The Business Associate agrees to ensure that any agent, including a subcontractor, that creates, receives, maintains or transmits Protected Health Information on behalf of the Business Associate agrees to the same restrictions and conditions that apply through this Agreement to the Business Associate with respect to such information pursuant to 45 CFR Section 164.502(e) (1) (ii) by entering into a contract or other arrangement in accordance with the requirements of 45 CFR Section 164.314.
6. Business Associate agrees to provide access, at the request of the Covered Entity, to Protected Health Information in a Designated Record Set, to the Covered Entity or as directed by the Covered Entity, to an Individual, in order to meet the requirements under 45 CFR Section 164.524.
7. Business Associate agrees to make any necessary amendments to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees pursuant to 45 CFR Section 164.526, at the request of Covered Entity or an Individual, in a timely manner.
8. Business Associate agrees to make its internal practices, books, and records, including policies and procedures relating to the use and disclosure of Protected Health Information received from, or created or received by the Business Associate on behalf of the Covered Entity, available to the Secretary for purposes of the Secretary determining the Covered Entity's compliance with the Privacy Rule.



9. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with the requirements of 45 CFR Section 164.528.
10. Business Associate agrees to provide to the Covered Entity or an Individual, upon request, information which may be collected by the Business Associate during the term of this Agreement, for purposes of permitting the Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information, in accordance with the provisions of 45 CFR Section 164.528.
11. To the extent that the Business Associate is to carry out an obligation of the Covered Entity as a term of this Agreement, Business Associate agrees to comply with the requirements of the Privacy Rule under 45 CFR Section 164.504 that apply to the Covered Entity in the performance of such obligation.

C. PERMITTED USES AND DISCLOSURE

1. General Uses and Disclosure - Except as otherwise limited in this Agreement, the Business Associate may use or disclose Protected Health Information to perform the functions, activities, or services as defined in this Agreement, provided that such use or disclosure would not violate the Privacy Rule if said disclosure were done by the Covered Entity, or the minimum necessary policies and procedures of the Covered Entity, as well as the applicable provisions of the New York State Mental Hygiene Law.
2. Specific Uses and Disclosure – Except as otherwise limited in this Agreement, the Business Associate may disclose Protected Health Information for the proper management and administration of the services to be provided by the Business Associate in this Agreement, provided that disclosures are Required by Law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law, or for the purposes for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware that the confidentiality of the information has been breached.
3. Except as otherwise limited in this Agreement, the Business Associate may use Protected Health Information to provide information required to the Covered Entity as permitted by 45 CFR Section 164.504 (e)(2)(i)(B).
4. Except as otherwise limited in this Agreement, the Business Associate may use Protected Health Information to carry out the legal responsibilities of the Business Associate.

5. The Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR Section 164.502 (j)(1).
6. Nothing within this section shall be construed as to inhibit the disclosure of information as may be required by the New York State Mental Hygiene Law, Sections 33.13 or 33.16, or other provisions, as may be required by Law.

D. OBLIGATIONS OF COVERED ENTITY WITH REGARD TO PRIVACY PRACTICE AND RESTRICTIONS

1. The Covered Entity shall notify the Business Associate of any limitations in its notice of privacy practices in accordance with 45 CFR Section 164.520, to the extent that such limitation may affect the Business Associate's use or disclosure of Protected Health Information.
2. The Covered Entity shall notify the Business Associate of any changes in, or revocation of, permission by the Individual to use or disclose Protected Health Information, to the extent that such changes may affect the Business Associate's use or disclosure of Protected Health Information.
3. The Covered Entity shall notify the Business Associate of any restriction to the use or disclosure of Protected Health Information that the Covered Entity has agreed to in accordance with 45 CFR Section 164.522, to the extent that such restriction may affect the Business Associate's use or disclosure of Protected Health Information.

E. PERMISSIBLE REQUESTS BY COVERED ENTITY

The Covered Entity shall not request the Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by the Covered Entity.

F. COVERED ENTITY'S RESPONSIBILITIES UPON TERMINATION

1. The term of this Agreement shall be November 1, 2019 and ending on October 31, 2020. Upon termination of this Agreement, the Covered Entity shall take such necessary precautions to ensure the confidentiality of the Protected Health Information, in accordance with the provisions of 45 CFR Section 164.
2. Termination for Cause – In the event that the Covered Entity becomes aware of a material breach by the Business Associate of the terms of this Schedule B, the Covered Entity shall have the right, at its sole discretion, to proceed as follows:
  - (a) Provide an opportunity to the Business Associate to cure the breach, and end the violation within ten (10) business days. If the Business Associate does not

cure the breach and end the violation within ten (10) business days, the Covered Entity shall have the right to immediately terminate the agreement; or,

- (b) Immediately terminate the agreement if the Business Associate has breached a material term of this Schedule B, and cure is not possible; or
- (c) If neither termination of the agreement nor cure is feasible, the Covered Entity shall report the violation to the Secretary.

#### G. EFFECT OF TERMINATION

- 1. Upon termination of the Agreement, the Business Associate shall take all necessary precautions and extend the protections of this Agreement to all Protected Health Information, as if the Agreement were still in force and effect.
- 2. At the end of all audit and other relevant periods, as more particularly described in the RECORDS provisions of the Agreement, the Business Associate shall, if feasible, return or destroy all Protected Health Information received from or created or received by the Business Associate on behalf of the Covered Entity that the Business Associate still maintains in any form.

#### H. MISCELLANEOUS

- 1. Regulatory References – A reference in this Agreement to a section in the Privacy Rule or in the Mental Hygiene Law means the section as in effect or as amended.
- 2. Amendment – The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for the Covered Entity to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996.
- 3. Survival – The respective rights and obligations of the Business Associate with regard to this Schedule B shall survive the termination of this Agreement.
- 4. Interpretation – Any ambiguity in this Agreement shall be resolved to permit the Covered Entity to comply with the Privacy Rule.
- 5. Incorporation in the Agreement – The terms of this Schedule B are hereby incorporated into the Agreement between the parties hereto.

|   |                  |                   |                    |   |                       |             |
|---|------------------|-------------------|--------------------|---|-----------------------|-------------|
| <b>CERTIFICATE OF PROFESSIONAL LIABILITY INSURANCE</b>  |                  |                   |                    |   | DATE: 06/17/2019      |             |
| THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY. CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER.  |                  |                   |                    |   |                       |             |
| THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY LISTED BELOW.  |                  |                   |                    |   |                       |             |
| <b>NAMED INSURED:</b><br>HMM CPAs LLP<br>527 Townline Rd Ste 203<br>Hauppauge NY 11788  |                  |                   |                    | <b>CERTIFICATE HOLDER:</b><br>County of Albany<br>Albany County Nursing Home<br>Albany Shaker Road<br>Albany NY 12211-1086                                  |                       |             |
| IF THE DESCRIBED POLICY IS CANCELLED BEFORE ITS EXPIRATION DATE CPA MUTUAL INSURANCE WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED ABOVE, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON CPA MUTUAL INSURANCE, ITS AGENTS OR REPRESENTATIVES COVERAGES.   |                  |                   |                    |   |                       |             |
| THE POLICY OF INSURANCE LISTED BELOW HAS 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 POLICY DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICY AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. |                  |                   |                    |   |                       |             |
| TYPE OF INSURANCE:  | POLICY<br>NUMBER | EFFECTIVE<br>DATE | EXPIRATION<br>DATE | RETROACTIVE<br>DATE   | LIMIT OF<br>LIABILITY |             |
| ACCOUNTANTS<br>PROFESSIONAL<br>LIABILITY INSURANCE  | APLP10386-27     | 6/26/2019         | 6/26/2020          | 6/26/1988   | EACH CLAIM            | \$2,000,000 |
| LIABILITY   |                  |                   |                    |   | AGGREGATE             | \$2,000,000 |
| CLAIMS MADE   |                  |                   |                    |   |                       |             |
| DEDUCTIBLE:           \$10,000<br>PER CLAIM<br>THE DEDUCTIBLE SHALL BE SUBTRACTED FROM THE CLAIM EXPENSE ALLOWANCE THEN THE TOTAL LIMIT OF LIABILITY RESULTING FROM EACH CLAIM REPORTED TO THE COMPANY DURING THE POLICY PERIOD, SUBJECT TO AN ANNUAL AGGREGATE DEDUCTIBLE EQUAL TO TWICE THE DEDUCTIBLE AMOUNT LISTED IN THE DECLARATIONS.   |                  |                   |                    |   |                       |             |
| ENDORSEMENTS SHOWN UNDER ITEM 8 OF THE DECLARATION AT INCEPTION:<br>Named Insured includes: Horan Martello Morrone PC.<br>CyberProtect Endorsement, CP-01, \$250,000  |                  |                   |                    |   |                       |             |
| AGENCY OFFICE LOCATED:  |                  |                   |                    |   |                       |             |
| <b>CPA MUTUAL INSURANCE</b><br><br>4923 NW 43 St. Ste C,<br>Gainesville, FL 32606   |                  |                   |                    | <br>AUTHORIZED REPRESENTATIVE<br>CPA MUTUAL INS COMPANY OF AMERICA, RRG |                       |             |



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/30/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|                                       |  |  |
|---------------------------------------|--|--|
| PRODUCER<br><br><b>State Farm</b><br> | MARK A SMITH AGENCY, INC.<br>STATE FARM INSURANCE COMPANIES<br>141 CONKLIN STREET<br>FARMINGDALE, NY 11735   | CONTACT NAME: NICOLE CAIOLA<br>PHONE (A/C, No, Ext): 516-293-8684<br>FAX (A/C, No): 844-546-2851<br>E-MAIL ADDRESS: TEAM@MARKASMITHAAGENCY.COM |
|                                       | INSURER(S) AFFORDING COVERAGE<br>INSURER A: State Farm Fire and Casualty Company<br>INSURER B:<br>INSURER C:<br>INSURER D:<br>INSURER E:<br>INSURER F: |  |
| INSURED                               | HMM CPAS LLP<br>527 TOWNLINE RD STE 203<br>HAUPPAUGE, NY 11788-2833  | NAIC #<br>25143  |

COVERAGES      CERTIFICATE NUMBER:      REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE  | ADDL SUBR INSD WVD                  | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS  |
|----------|--|-------------------------------------|---------------|-------------------------|-------------------------|---|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: | Y                                   | 92-B1-G444-1  | 07/06/2019              | 07/06/2020              | EACH OCCURRENCE \$ 2,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 600,000<br>MED EXP (Any one person) \$ 5,000<br>PERSONAL & ADV INJURY \$ 2,000,000<br>GENERAL AGGREGATE \$ 4,000,000<br>PRODUCTS - COM/OP AGG \$ 4,000,000<br>Business Property \$ 107,200 |
|          | AUTOMOBILE LIABILITY<br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS  |                                     |               |                         |                         | COMBINED SINGLE LIMIT (Ea accident) \$<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$   |
|          | UMBRELLA LIAB <input type="checkbox"/> OCCUR<br>EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED <input type="checkbox"/> RETENTION \$  |                                     |               |                         |                         | EACH OCCURRENCE \$<br>AGGREGATE \$  |
|          | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below   | Y/N<br><input type="checkbox"/> N/A |               |                         |                         | PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/><br>E.L. EACH ACCIDENT \$<br>E.L. DISEASE - EA EMPLOYEE \$<br>E.L. DISEASE - POLICY LIMIT \$  |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
ACCOUNTING SERVICES

ADDITIONAL INSURED: HORAN, MARTELLO, MORRONE, P.C. 527 TOWNLINE RD STE 203 HAUPPAUGE, NY 11788-2833

## CERTIFICATE HOLDER

COUNTY OF ALBANY  
ALBANY COUNTY NURSING HOME  
780 ALBANY SHAKER RD  
ALBANY, NY 12211

## CANCELLATION

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

AUTHORIZED REPRESENTATIVE

  
10/29/19.

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**Workers'  
Compensation  
Board**

**CERTIFICATE OF INSURANCE COVERAGE under the  
NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW**

|   |   |
|---|---|
| <b>PART 1. To be completed by Disability and Paid Family Leave Benefits Carrier or Licensed Insurance Agent of that Carrier</b>   |   |
| 1a. Legal Name and Address of Insured (Use street address only)<br><br>HMM CPAs LLP<br>527 Townline Rd, Suite 203<br>Hauppauge, NY 11788<br><br><i>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)</i>  | 1b. Business Telephone Number of Insured<br><br>(631) 265-6289<br><br>1c. Federal Employer Identification Number of Insured or Social Security Number<br><br>46-5416249                                       |
| 2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)<br><br>County of Albany<br>Albany County Nursing Home<br>Albany Shanker Road<br>Albany, NY 12211-1086  | 3a. Name of Insurance Carrier<br><b>Metropolitan Life Insurance Company</b><br>3b. Policy Number of entity listed in box "1a":<br>219266<br>3c. Policy effective period:<br>June 1, 2019 to December 31, 2019 |
| 4. Policy provides the following benefits:<br><input checked="" type="checkbox"/> A. Both disability and paid family leave benefits.<br><input type="checkbox"/> B. Disability benefits only.<br><input type="checkbox"/> C. Paid family leave benefits only.   |   |
| 5. Policy covers:<br><input checked="" type="checkbox"/> A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.<br><input type="checkbox"/> B. Only the following class or classes of employer's employees:   |   |
| Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability Benefits and/or Paid Family Leave insurance coverage as described above.   |   |
| Date Signed: <u>November 6, 2019</u> By: <u><i>Suzanne Davis</i></u><br>(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)  |   |
| Telephone Number: <u>678-319-1603</u> Title: <u>State Plan Consultant</u>   |   |
| IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.<br>If Box 4B, 4C or 5B " is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200. |   |
| <b>PART 2. To be completed by NYS Workers' Compensation Board (Only if box 4C or 5B of Part 1 has been checked)</b>   |   |
| State of New York<br>Workers' Compensation Board<br>According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law with respect to all of his/her employees.  |   |
| Date Signed: _____ By: _____<br>(Signature of Authorized NYS Workers' Compensation Board Employee)  |   |
| Telephone Number: _____ Title: _____  |   |

**Please Note:** Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. Insurance brokers are NOT authorized to issue this form.

## **Additional Instructions for Form DB-120.1**

By signing this form, the insurance carrier identified in Box 3 on this form is certifying that it is insuring the business referenced in box "1a" for disability and/or paid family leave benefits under the New York State Disability and Paid Family Leave Benefits Law. The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed as the certificate holder in Box 2.

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is cancelled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in Box 3c, whichever is earlier.

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Disability and/or Paid Family Leave Benefits contract of insurance only while the underlying policy is in effect.

**Please Note: Upon the cancellation of the disability and/or paid family leave benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of NYS Disability and/or Paid Family Leave Benefits Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Disability and Paid Family Leave Benefits Law.**

## **DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW**

### **§220. Subd. 8**

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand and twenty-one, the payment of family leave benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand and eighteen, the payment of family leave benefits for all employees has been secured as provided by this article.



11/13/2019

County of Albany  
Albany County Nursing Home  
Albany Shaker Road  
Albany, NY 12211

RE: Insured: HMM CPAs LLP  
Policy # WC 080384416  
Form # C105.2

Dear Certificate Holder,

Please note the attached certificate of insurance is issued as a matter of information only and confers no rights upon you.

- This document does not amend, extend or alter the coverage terms, exclusions and conditions afforded by the referenced policies.
- This document does not specify all endorsements, coverages, terms, conditions, and exclusions of the policies shown. All limits shown are as requested, and a self insured retention may apply to the limits shown per terms and conditions of the policy.
- The policies of insurance are in effect only for the policy periods indicated, and aggregate limits shown in the certificate may have been reduced by paid claims.

Sincerely,

ADP TotalSource Certificate Center

Attachment – Certificate of NYS Workers' Compensation Insurance Coverage-C105.2





**Workers'  
Compensation  
Board**

**CERTIFICATE OF  
NYS WORKERS' COMPENSATION INSURANCE COVERAGE**

|  |  |
|--|--|
| <b>1a. Legal Name &amp; Address of Insured (use street address only)</b><br>ADP TotalSource FL XVI, Inc.<br>10200 Sunset Drive<br>Miami, FL 33173<br>L/C/F<br>HMM CPAs LLP<br>527 Townline Rd Suite 203<br>Hauppauge, NY 11788<br><br><i>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)</i> | <b>1b. Business Telephone Number of Insured</b><br>631/265-6289<br><br><b>1c. NYS Unemployment Insurance Employer Registration Number of Insured</b><br>4735300 2<br><br><b>1d. Federal Employer Identification Number of Insured or Social Security Number</b><br>465416249   |
| <b>2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)</b><br><br>County of Albany<br>Albany County Nursing Home<br>Albany Shaker Road<br>Albany, NY 12211  | <b>3a. Name of Insurance Carrier</b><br>New Hampshire Ins Co<br><br><b>3b. Policy Number of Entity Listed in Box "1a"</b><br>WC 080384416<br><br><b>3c. Policy effective period</b><br>07/01/2019 to 07/01/2020<br><br><b>3d. The Proprietor, Partners or Executive Officers are</b><br><input checked="" type="checkbox"/> included. (Only check box if all partners/officers included)<br><input type="checkbox"/> all excluded or certain partners/officers excluded. |

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. (To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy). The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Workers' Compensation contract of insurance only while the underlying policy is in effect.

**Please Note:** Upon cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: Adriana Sanchez  
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: Adriana Sanchez 11/13/2019  
(Signature) (Date)

Title: Account Specialist II

Telephone Number of authorized representative or licensed agent of insurance carrier: 800-743-8130

**Please Note:** Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.

## **Workers' Compensation Law**

### **Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.**

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.
2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.

RESOLUTION NO. 283

AUTHORIZING AN AGREEMENT WITH HORAN, MARTELLO AND MORRONE, CPAS, LLP REGARDING ONGOING ACCOUNTING AND CONSULTING SERVICES AT THE ALBANY COUNTY NURSING HOME

Introduced: 7/8/19

By Audit and Finance Committee:

WHEREAS, Pursuant to Resolution No. 443 for 2016, this Honorable Body authorized an agreement with Horan, Martello and Morrone, CPAs LLP, for accounting and consulting services at the Albany County Residential Healthcare Facility for a three year term commencing October 3, 2016 and ending October 2, 2019, with two optional consecutive one year renewals, in an amount not to exceed \$133,500, and

WHEREAS, The Executive Director of the Residential Healthcare Facility has requested authorization to renew the contract and enter into the first year of the optional one year agreements with Horan, Martello and Morrone, CPAs LLP, for accounting and consulting services related to Medicaid and Medicare programs for the facility, including cost reporting, variance reports and training of staff, and

WHEREAS, The Executive Director has indicated that the agreement would be for a term commencing November 1, 2019 and ending October 31, 2020 in the amount of \$44,500, now, therefore, be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized enter into the first year of the optional one year agreements with Horan, Martello and Morrone, CPAs LLP, Hauppauge, New York 11788 for accounting and consulting services related to Medicaid and Medicare programs for the Nursing Home, including cost reporting, variance reports and training of staff in an amount not to exceed \$44,500 commencing November 1, 2019 and ending October 31, 2020, and, be it further

RESOLVED, That the County Attorney is authorized to approve said agreement as to form and content, and, be it further

RESOLVED, That the Clerk of the County Legislature is directed to forward certified copies of this resolution to the appropriate County Officials.

*Adopted by unanimous vote - 7/8/19*

State of New York  
County of Albany

This is to certify that I, the undersigned, Clerk of the Albany County Legislature, have compared the foregoing copy of the resolution and/or local law with the original resolution and/or local law now on file in the office, and which was passed by the Legislature of said County on the 8<sup>th</sup> day of July, 2019, a majority of all members elected to the Legislature voting in favor thereof, and that the same is a correct and true transcript of such original resolution and/or local law and the whole thereof.



IN WITNESS THEREOF, I have hereunto set my hand and the  
official seal of the County Legislature this 9<sup>th</sup> day of June, 2019.

A handwritten signature in dark ink, appearing to read "Paul J. Deeney", is written over a horizontal line.

Clerk, Albany County Legislature