

**AGREEMENT
BETWEEN THE COUNTY OF ALBANY
AND
EQUINOX, INC.**

PURSUANT TO RESOLUTION NO. 389, ADOPTED 11/9/2020

This agreement is made by and between the County of Albany (hereinafter referred to as the "County"), a municipal corporation, acting by and through the Albany County Department of Social Services (hereinafter referred to as the "Department"), having its principal office at Albany County Office Building, 112 State Street, Albany, New York 12207, and Equinox, Inc. (hereinafter referred to as the "Provider"), a non-profit organization, having its principal office at 500 Central Avenue, Albany, New York 12206.

WITNESSETH:

WHEREAS, the Commissioner of Social Services of the County of Albany (hereinafter referred to as the "Commissioner") is an authorized social services official charged with the responsibility, insofar as funds are available for that purpose, to administer such care, treatment and services that may be necessary to restore persons unable to maintain themselves to a condition of self-support or self-care pursuant to the Social Services Law of the State of New York; and

WHEREAS, the provisions of 18 NYCRR Part 462 of the Laws of New York State require local districts to offer and provide necessary and available, non-residential services to victims of domestic violence; and

WHEREAS, the Provider, a qualified non-profit organization, is willing and able to deliver the service required by the County and to ensure that the aforementioned requirements are met efficiently and effectively; and

WHEREAS, the County has accepted the Provider's offer to deliver the necessary non-residential domestic violence services, as more particularly described in Exhibits 1 and 2 attached hereto and made a part hereof (hereinafter referred to as the "Services"), to meet the needs of the County and to meet the needs of the aforementioned domestic violence victims residing in Albany County.

NOW, THEREFORE, the parties hereto do mutually covenant and agree as follows:

ARTICLE I. THE CONTRACT DOCUMENTS; INTERPRETATION

The Contract Documents consist of the following: this Agreement; the Services which are attached hereto as Exhibits 1 and 2 and made a part hereof (collectively called "the Agreement" hereinafter).

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 Services.

ARTICLE II. SERVICES TO BE PERFORMED BY PROVIDER

The Provider shall provide Non-Residential Domestic Violence Services as herein set forth and as more particularly described in Exhibits 1 and 2 of this Agreement.

ARTICLE III. SCOPE OF SERVICES

Non-Residential Domestic Violence Services provided under this Agreement shall be defined as the provision to domestic violence victims, consistent with the provisions of Section 459-a(5) of the Social Services Law and 18 NYCRR Section 462.2(a), including but not limited to telephone hotline assistance, information and referral, advocacy, shelter placement, counseling, and community education/outreach activities as herein set forth and as more particularly described in Exhibit 1 of this Agreement.

ARTICLE IV. GENERAL PROVISIONS

The Provider agrees to comply in all respects with the provisions of this Agreement and the attachments thereto. The Provider specifically agrees to perform services as outlined in Exhibits 1 and 2. Any requests, by either party, to the Agreement for modifications to the provision of these exhibits must be mutually agreed upon by both parties in writing before the additional or modified provisions shall commence.

The Provider shall complete the Services in a timely manner to protect the interests and rights of the County to the fullest extent reasonably possible. The Provider agrees to notify the Department in writing, within three (3) days of occurrence, of any problem(s), which may threaten performance of the provisions of this Agreement, and shall submit therewith recommendations for solution(s).

The Department will designate a staff person who shall have authority for overseeing the Provider's performance of those services designated herein. Reports and issues of interpretation or direction relating to this Agreement shall be directed to the designated staff member.

The Provider will be fully responsible for the provision of all equipment and services for Provider's staff necessary to the performance of services designated under this Agreement.

As part of this Agreement, the Provider agrees to comply in all respects with the provisions of this Agreement and the schedules and exhibits attached hereto and made a part hereof.

ARTICLE V. CONFIDENTIALITY REQUIREMENTS

The Provider shall observe all applicable Federal and State requirements relating to confidentiality of records and information, and shall not allow the examination of records or disclose information, except as may be necessary by the County to assure that the purpose of the Agreement will be effectuated, and also to otherwise comply with the County's requirements and obligations under law. Further, to the extent it may be applicable, the Provider herein agrees to abide by the terms and conditions of Appendix "A" attached hereto and made a part hereof regarding the Healthcare Insurance Portability and Accountability Act of 1996.

ARTICLE VI. INFORMATION ACCESS

The Provider agrees to 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, upon request. The Provider agrees to retain all of the above information for six (6) years after final payment or the termination of this Agreement, and shall make such information available to the County, State, and/or Federal personnel, and/or to any person(s) duly authorized by any of them during such period.

The County and the State reserve the right to conduct on-site evaluations of the services provided under this Agreement, and shall be afforded full access by the Provider to the grounds, buildings, books, papers, employees and recipients relating to such service provision, and may require from the officers and persons in charge thereof any information deemed necessary to such an evaluation.

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

ARTICLE VII. COOPERATION

The Provider shall cooperate with representatives, agents and employees of the County and the County shall cooperate with the Provider, its representatives, agents and employees to facilitate the economic and expeditious provision of services under this Agreement.

ARTICLE VIII. GRIEVANCES AND FAIR HEARINGS

As part of this Agreement, the Provider shall establish a system through which recipients may present grievances about the operation of the residential domestic violence program. The Provider will advise recipients of this right and will also advise applicants and recipients of their right to appeal.

The County shall notify applicants and recipients of care and services of their right to a fair hearing, to appeal the denial, reduction or termination of a service, or failure to act upon a request for services with reasonable promptness.

As part of this Agreement, the Provider, upon the request of the Department, shall participate in appeals and fair hearings as witnesses when necessary for a determination of the issues.

ARTICLE IX. RELATIONSHIP

The Provider 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 of Albany or the State of New York for any purpose, and the employees and representatives of the Provider shall not in any manner be, or be held to be, agents or employees of the County or the State.

ARTICLE X. ACCOUNTING RECORDS

Proper and full accounting records shall be maintained by the Provider, which records shall clearly identify the costs of the work performed under this Agreement. Such records shall be subject to periodic and final audit by the County and the State for a period of six (6) years following

the date of final payment by the County to the Provider for the performance of the work contemplated herein.

If the Provider is subject to an audit by an agency of the United States government, then a copy of such annual audit, including exit conference results, if any, shall be provided to the Albany County Department of Social Services and the Comptroller of the County of Albany within ten (10) days after receipt by Provider of the final audit and the exit conference results, if any.

If Provider is not subject to an annual audit by an agency of the United States government, but receives from Albany County Department of Social Services funds in excess of \$50,000 in its fiscal year, then Provider shall engage an independent auditor acceptable to the Albany County Department of Social Services to: 1) review the records and accounts of the Provider; 2) render an opinion as to the accuracy and sufficiency of Provider's records and accounting methods; 3) render an opinion of Provider's financial position for the fiscal year being audited and any change therein, including but not limited to its net income or net loss. The audit report by the independent auditor shall be submitted to the Albany County Department of Social Services and the Comptroller of the County of Albany within ten (10) days of its receipt by the Provider.

ARTICLE XI. FEES

In consideration of the terms and obligations of this Agreement, the County agrees to pay, and the Provider agrees to accept, an amount not to exceed **ONE HUNDRED SIXTY-FIVE THOUSAND, EIGHT HUNDRED SIXTY-SIX AND 00/100 DOLLARS (\$165,866.00)** as full compensation for the Services described under this Agreement. The fees will be allocated as follows:

1. Core services not to exceed one hundred thirty thousand, eight hundred thirty-five and 00/100 dollars (\$130,835.00).
2. Expanded Counseling Services not to exceed twenty five thousand, two hundred ninety-four and 00/100 dollars (\$35,031.00).

The Department agrees to reimburse the Provider for care and services provided when such claims are submitted to the Department in accordance with the specifications included under Exhibit 2.

ARTICLE XII. 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 either the County or the State, or are otherwise unavailable to the County for payment. The County will immediately notify the Provider of such occurrence and this Agreement shall terminate on the last day of the fiscal period for which appropriations were made 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 XIII. INDEMNIFICATION

The Provider shall defend, indemnify and save harmless the County, its employees and agents, from and against all claims, damages, losses and expenses (including, without limitation, reasonable attorney's fees) arising out of, or in consequence of, any negligent or intentional act or omission of the Provider, its employees or agents, to the extent of its or their responsibility for such claims, damages, losses and expenses.

ARTICLE XIV. INSURANCE

The Provider agrees to procure and maintain without additional expense to the County, insurance of the kinds and in the amounts provided under Schedule A attached hereto and made a part hereof. Before commencing, the Provider shall furnish to the County, a certificate(s) showing that the requirements of this Article are met and the certificate(s) shall provide that the policy shall not be changed or canceled until thirty (30) days prior written notice has been given to the County, and the County of Albany is named as an additional insured.

The Provider shall provide to the County documentation and proof that automobile insurance coverage has been obtained and will continue to exist during the term of this agreement that will hold the County harmless from any and all liability incurred for the use of a motor vehicle to transport individuals in conjunction with or for the purpose of providing the services described in this agreement or shall instead fill out, sign and execute the Automobile Insurance Waiver in Schedule B attached hereto and made a part hereof.

ARTICLE XV. ASSIGNMENTS

The Provider specifically agrees as required by Section 109 of the New York General Municipal Law that the Provider is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this Agreement, or of the Provider's right, title or interest therein, without the previous written consent of the County.

The Provider or its employees will provide all activities required to be performed by it under this Agreement. The Provider shall not subcontract for any portion of the services required under this Agreement without the prior written approval of the County and subject to such conditions and provisions as the County may deem necessary.

ARTICLE XVI. NON-DISCRIMINATION

In accordance with Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Provider agrees that neither it nor its subcontractors shall, by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any person who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Agreement.

ARTICLE XVII. SUSPENSION AND DEBARMENT

The Provider certifies that its company/entity and any person associated therewith in the capacity of independent contractor, not-for-profit provider, for profit provider, owner, director, officer, or major stockholder (5% or more ownership):

- a. is not currently under suspension, debarment, voluntary exclusion, or determined ineligible by any federal agency;
- b. has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three (3) years;
- c. does not have a proposed debarment pending; and

- d. has not been indicted, convicted, nor had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

ARTICLE XVIII. GOVERNING LAWS

This Agreement shall be governed by and construed according to the Laws of the State of New York and any or all legal proceedings or actions shall be brought in a county, state, federal or local Court or other tribunal in the County of Albany.

ARTICLE XIX. TERM OF AGREEMENT

The term of this Agreement shall commence on January 1, 2021 and will continue in effect through December 31, 2021. It is agreed by the Provider that performance outside the scope of this Agreement will not be paid for by the Department or the County.

ARTICLE XX. TERMINATION OF AGREEMENT

This Agreement may be terminated at any time upon mutual written agreement of the contracting parties.

This Agreement may be terminated if the Department deems that termination would be in the best interests of the County, provided that the Department shall give written notice to the Provider not less than thirty (30) days prior to the date upon which termination shall become effective. Such notice is to be made via registered or certified mail return receipt requested or hand delivered to the last known address of the Provider. The date of such notice shall be deemed to be the date the notice is received by the Provider established by the receipt returned, if delivered by registered or certified mail, or by an affidavit of the person delivering the notice to the Provider, if the notice is delivered by hand.

Upon the County's knowledge of a breach of this Agreement by the Provider, the County may terminate the Agreement if it determines that such a breach violated a material term of this Agreement. Notwithstanding that, the County may provide an opportunity for the Provider to cure the breach within a time set by the County and, if cure is not possible or does not occur within the time limit, immediately terminate the Agreement without penalty.

This Agreement shall be deemed terminated immediately upon the filing of a petition of bankruptcy or insolvency, by or against the Provider. Such termination shall be immediate and complete, without termination costs or further obligation by the Department to the Provider.

This Agreement shall be deemed terminated immediately should Federal and/or State funds for this Agreement become unavailable.

In the event of termination for any reason, the Provider shall not incur new obligations for the terminated portion and the Provider shall cancel as many outstanding obligations as possible.

Any violation, by the Provider, of any of the terms of this Agreement may result in the County's decision, at its sole discretion, to immediately terminate this Agreement.

ARTICLE XXI. REMEDY FOR BREACH

In the event of a breach by Provider, Provider 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 contract work, together with the County's own costs incurred in procuring a substitute contractor.

ARTICLE XXII. FEDERAL LOBBYING

The Federal Lobbying Act states that no Federal appropriated funds may be spent by the recipient of a Federal grant, or a sub tier contractor or sub grantee, to pay any person for influencing or attempting to influence an officer or employee of any Federal agency or a Member of Congress in connection with any of the following covered Federal actions: the awarding of a Federal contract, or the making of any Federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement. If any funds or other Federal appropriated funds have been or will be expended by the Provider to pay any person for influencing any Federal officer, employee or Member of Congress described above in connection with such Federal grant the Provider agrees to make a written disclosure on the appropriate specified disclosure form.

The parties hereunto represent that they have not committed or authorized, nor will they commit or authorize the commission of any act in violation of the Federal Lobbying Act.

ARTICLE XXIII. MACBRIDE PRINCIPLES

Provider hereby represents that said Provider is in compliance with the MacBride Principles of Fair Employment as set forth in Albany County Local Law No. [3] for 1993, in that said Provider 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 their 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 section 4 of Local Law No. [3] in 1993, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the Provider in default and/or seeking debarment or suspension of the Provider.

ARTICLE XXIV. IRANIAN ENERGY SECTOR DIVESTMENT

Provider hereby represents that Provider is in compliance with New York State General Municipal Law Section 103-g entitled "Iranian Energy Sector Divestment," in that Provider has not:

- (a) Provided goods or services of \$20 Million or more in the energy sector of Iran including but not limited to the provision of oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran; or
- (b) Acted as a financial institution and extended \$20 Million or more in credit to another person for forty-five (45) days or more, if that person's intent was to use the credit to provide goods or services in the energy sector in Iran.

ARTICLE XXV. CHANGE IN LEGAL STATUS OR DISSOLUTION

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

ARTICLE XXVI. LICENSES

The Provider shall at all times obtain and maintain all licenses required by New York State, or other relevant regulating body, to perform the services required under this Agreement.

ARTICLE XXVII. PARTIAL INVALIDITY

If any term, part, provision, section, subdivision or 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.

ARTICLE XXVII1. HEADINGS – CONSTRUCTION

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

ARTICLE XXIX. NOTICES

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, except that the Provider shall provide the individual designated as the Day Porter (see §2.2 hereinabove) and the individual designated as the on-site supervisor (see §3.3 hereinabove) with a telephone number for the receipt of all service calls, and the Provider, through its Day Porter and on-site supervisor, shall respond to any such calls at the said telephone number throughout the duration of this Agreement.

ARTICLE XXX. ENTIRE AGREEMENT

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

ARTICLE XXXI. MODIFICATION

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

ARTICLE XXXII. 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 XXXIII. CHANGE IN LEGAL STATUS OR DISSOLUTION

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

ARTICLE XXXIV. INVALID PROVISIONS

It is further expressly understood and agreed by and between the parties hereto that in the event any covenant, condition or provision herein contained is held to be invalid by any court or competent jurisdiction, the invalidity of such covenant, condition or provision shall in no way affect any other covenant, condition or provision herein contained; provided, however, that the invalidity of any such covenant, condition or provision does not materially prejudice either County or Provider in their respective rights and obligations contained in the valid covenants, conditions or provisions in this Agreement.

ARTICLE XXXV. NOTICE

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, at the addresses for and the representatives of the parties shown below:

Name: David Bradley
Department: Temporary Assistance
162 Washington Ave.
Albany, New York 12210

ARTICLE XXXVI. ADDITIONAL ASSURANCES

The Provider agrees that no part of any submitted claim will have previously been paid by the County, State, and/or other funding sources.

The Provider agrees that funds received from other sources for specific services already paid for by the County shall be reimbursed to the County.

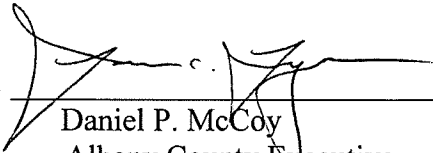
The Provider agrees to comply with all applicable State and Federal statutes and regulations.

The Provider agrees to comply with the requirements of the Federal Lobbying Act and the Drug-Free Workplace Act of 1988 and has signed the certifications contained in Schedules C and D, which are attached hereto and made a part hereof.

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

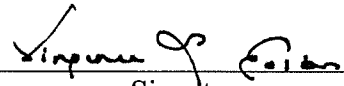
COUNTY OF ALBANY

Dated: 1/27/2021

By: 
Daniel P. McCoy
Albany County Executive
or
Daniel C. Lynch
Deputy County Executive

EQUINOX, INC.

Dated: 12/16/20

By: 
Signature
CEO
Title

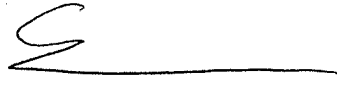
STATE OF NEW YORK)
COUNTY OF ALBANY) SS.:

On the ____ day of _____, 20__, before me, the undersigned, personally appeared Daniel P. 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.:

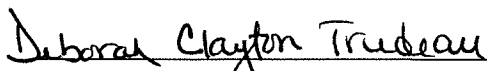
On the 24th day of January, 2021, before me, the undersigned, personally appeared Daniel C. Lynch, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his 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
EUGENIA K. CONDON
Notary Public, State of New York
No. 02CO4969817
Qualified in Albany County
Commission Expires July 23, 2022

STATE OF New York)
COUNTY OF Albany) SS.:

On the 16th day of December, 2020, before me, the undersigned, personally appeared Virginia Golden 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 s/he executed the same in her/his capacity, and that by her/his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Deborah Clayton Trudeau
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01CL5008846
Residing in Saratoga County
Commission Expires March 1, 2023


NOTARY PUBLIC

SCHEDULE A
INSURANCE COVERAGE

The kinds and amounts of insurance to be provided are as follows:

1. **Workers' Compensation and Employers Liability Insurance:** A policy or policies providing protection for employees in the event of job related injuries.
2. **Automobile Liability Insurance:** A policy or policies with the limits of not less than \$500,000 for each accident because of bodily injury, sickness or disease, including death at any time, resulting there from, sustained by any person caused by accident, and arising out of the ownership, maintenance or use of any automobiles, and with the limits of \$500,000 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 automobiles.
3. **General Liability Insurance:** A policy or policies including comprehensive form, personal injury, contractual, products/completed operations, premises operations and broad form property insurance shall be furnished with limits of not less than:

<u>Liability for:</u>	<u>Combined Single Limit:</u>
Bodily Injury	\$1,000,000
Property Damage	\$1,000,000
Personal Injury	\$1,000,000.

4. **Professional Liability:** A policy or policies of insurance providing for professional liability insurance coverage covering all operations of the program and the Provider's performance in the amount of \$1 Million.

SCHEDULE B

AUTOMOBILE INSURANCE WAIVER STATEMENT

I, _____, do hereby affirm that during the term of Albany County's contract with _____, for the provision of _____, a motor vehicle will not be used to transport individuals in conjunction with or for the purpose of providing the agreed to services.

Date: _____

By: _____
Signature

Title

SCHEDULE C

CERTIFICATION REGARDING DRUG FREE WORKPLACE REQUIREMENTS GRANTEES OTHER THAN INDIVIDUALS

This certification is required by regulations implementing Sections 5151-5160 of the Drug-free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.) 7 CFR Part 3017, Subpart F, Section 3017.600 and 45 CFR Part 76, Subpart F. The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (Page 21681-21691).

The grantee certifies that it will provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing a drug-free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance program; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a), that, as a condition of employment under the grant, the employee will:
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- (e) Notifying the agency within ten days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction;
- (f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d) (2), with respect to the employee who is so convicted:
 - (1) Taking appropriate personnel action against such an employee, up to and including termination; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraph (a), (b), (c), (d), (e) and (f).

Equinox, Inc.
Organization


Authorized Signature

CEO
Title

12/16/2020
Date

SCHEDULE D

Certification Regarding Lobbying Certification for Contracts, Grants, Loans and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into or any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

Equinox, Inc.
Organization

Virginia J. P. [Signature]
Authorized Signature

CEO Title 12/16/2020 Date

Note: If Disclosure Forms are required, please contact: Mr. William Saxton, Deputy Director, Grants and Contracts Management Division, Room 341F, HHH Building, 200 Independence Avenue, SW, Washington, D.C. 20201-0001.

EXHIBIT 1

SERVICE PROVISION RESPONSIBILITIES

The Provider will provide Non-Residential Services to Victims of Domestic Violence, under this Agreement, as follows:

1. Non-Residential Domestic Violence Core Services

- A. **Service Definition** - Identifying, assessing, and providing non-residential services to victims of domestic violence in order to resolve the problems leading to violence, or to assist victims to establish themselves independently, if necessary, to avoid violence in accordance with the provisions of Section 459-a(5) of the Social Services Law and regulations at 18 NYCRR Section 462.4.
- B. **Eligible Persons** - A victim of domestic violence is defined in Section 459-a (1) of the NYS Social Services Law and in regulations at 18 NYCRR Section 462.2(d). Eligibility for non-residential services will be based upon group eligibility as described in 18 NYCRR Section 462.6(b)(1). Any person who meets the statutory definition of a victim of domestic violence will be eligible for such services, without regard to income. The Provider will be responsible for determining a person's eligibility for non-residential services. An individual Department application for services is not required.
- C. **Service Provision** - The Provider will operate a program of Non-Residential Domestic Violence Services, as described below and in the performance targets and milestones incorporated within Exhibit 2. The Provider will provide the described services consistent with the requirements of Section 459-a (5) of NYS Social Services Law and 18 NYCRR Section 462.2(a) and 18 NYCRR Section 462.4. The provision of core services is mandated for all Non-Residential Domestic Violence to include, hotline services, information and referral, shelter placement, advocacy, counseling services, and community outreach and education, as described in 18 NYCRR Section 462.4(a).
 - 1. Equinox, Inc. operates a program of counseling and advocacy services for Albany County victims of domestic violence not currently residing at the Equinox Domestic Violence Shelter or other local domestic violence shelter. Non-residential services will be made available, as appropriate, to eligible persons residing in the community, as well as to victims residing in "generic" emergency shelter facilities.
 - 2. Telephone hotline services, as well as related information and referral services, as described in 18 NYCRR Section 462.4(a)(1), are provided from the domestic violence shelter, located at a confidential location in the City of Albany. Due to the nature of the services, persons in need access help via a telephone and so do not go to a specific location to be served. Callers to the hotline remain anonymous unless they seek shelter or non-residential services. At that time, an intake form is completed, which will go into the file if they become a resident or client. If they do not the form is shredded and disposed.
 - 3. All non-residential services delivered in-person will be provided off-site from the shelter. Advocacy is provided at Equinox and at all city and local courts.
 - 4. The Equinox Community Services Center has a separate waiting room reserved for victims who have security concerns.

5. The Center also has a security system that permits a receptionist to “buzz” open a locked front door and a silent alarm system to local police. Courts have security staff that routinely assists advocates and their clients.
6. Case information is maintained in the client’s individual file, located in a locked file cabinet in the Equinox Domestic Violence Services staff offices. Information regarding cases will be kept confidential within the agency without a signed release of information from the client, with the exception of funder and state mandates. Advocates and counselors do not identify their affiliation with Equinox or the purpose of their call when calling clients unless the client has specifically indicated it is safe to do so.

All required core services are provided directly by Equinox, as follows:

7. Telephone Hotline Assistance (18 NYCRR Section 462.4(a)(1)) - Equinox operates a 24 hour/ seven days a week hotline, which is answered at the domestic violence shelter by trained staff. The hotline also serves as a point of intake for emergency shelter and non-residential domestic violence services.
8. The provision of core services as described in 18 NYCRR Section 462.4(a), is mandated for all Non-Residential Domestic Violence Service providers: hotline services, information and referral, advocacy, counseling services, and community outreach and education. The contract represents a continuation of existing core service provisions including a case manager for triage/referral and coordination of Domestic Violence [DV] Residential placements to Equinox and other DV Residential placements. Equinox services will include 24/7 coverage with the agency assuming responsibility for immediate assessment, safety planning and ensuring that the shelter needs of all legitimate victims are met. Services include sheltering at Equinox or making placement and transportation arrangements to other DV shelters and motels (providing intense case management during the transition from residential shelters and motel) for both Equinox and out of county DV placements assistance insuring that domestic violence victims will receive consistent services throughout their placement and transition. Another responsibility is to assist with hotline calls/walk-in inquiries during business hours and delivery of case management services to this population and to new services (Elder Abuse) through Equinox. In addition, an NRDV staff person on site at 162 Washington Ave will be at the discretion of Albany County Department of Social Services for integrated delivery of services to the victims
9. Information and Referral services as described in 18 NYCRR Section 462.4(a)(2)- Information and referral is provided through the 24-hour hotline, as well as by direct service staff to their clients. Equinox has developed a referral listing which and updated on an annual basis. Information and referral includes residential and non-residential domestic violence programs, batterer services, other community services, medical services and information about the criminal and family justice systems.
10. Advocacy as described in 18 NYCRR Section 462.4(a)(3)- Expanded Advocacy Services will be provided to TANF-eligible victims of domestic violence to ensure and enhance the safety of victims and to increase opportunities for self-sufficiency and violence free living. Assistance to victims is provided in the form of accompaniment to legal system entities, health care facilities, social welfare systems agencies and other community service providers. Linkages to other specialized services is provided consistent with developed safety and service plans. Advocates provide services, supplemented by trained volunteers.

11. Equinox has an advocacy office located at Albany County Family Court. Victims seeking orders of protection meet with an Equinox advocate, who assist them in preparing the petition and accompanies them in the courtroom. Other city and town courts in Albany County are included in a coordinated response of Equinox, Albany City Police Department Domestic Violence Unit and Albany County Comprehensive Crime Victims Assistance Program. An advocate is present at each criminal court to assist any domestic violence victims who may be present.
 12. Advocates provide case management, accompaniment and liaison services to domestic violence victims, maintaining appropriate records and statistics. They work closely with program counselors to provide comprehensive services to clients. They also develop and maintain positive working relationships with other community services providers. Qualifications include a minimum of a bachelor's degree in a human service related major or a minimum of two years human services experience. Advocacy is provided five days a week during business hours, as well as at other times, as required.
 13. Counseling as described in 18 NYCRR Section 462.4(a)(4)- Domestic Violence Counselors provide individual and group counseling to domestic violence victims and their children.
 14. Couples counseling will take place outside the agency. Counseling emphasizes safety, self-sufficiency and education. Counselors develop and maintain positive working relationships with other community services, and maintain appropriate records and statistics.
 15. Counseling is available weekdays, with hours varied to accommodate persons who can meet during the day or only during evening hours.
 16. Community Education/Outreach Activities as described in 18 NYCRR Section 462.4(a)(5)- Education will be directed towards the professional community who interact with domestic violence victims (law enforcement, medical, courts, DSS), organizations and institutions that may provide other services to victims (schools, human service agencies, religious institutions) and to the public (adults and students). Special efforts will be made to ensure outreach programs are directed towards the disabled community, low-income populations, ethnic minorities and outlying parts of the county. Professional training and community education is scheduled for any day or time. Presentations are given during regular business hours, in the evening or during weekends as needed.
- D. **Expanded Counseling Services** - The two TANF domestic violence counselors (.45 FTE) will provide individual and group counseling. This counselor will expand the existing core non-residential services by increasing the program's counseling capacity. The TANF DV Counselor will provide counseling which emphasizes safety, self-sufficiency and education. The Counselor will be responsible for the maintenance of appropriate records and statistics, as well as the development and maintenance of positive working relationships with community agencies. Counseling is available weekdays, with hours varied to accommodate persons who can meet during the day or only during evening hours. The counselor will provide services to a minimum of 15 cases during the course of this contract year.
- E. **Cooperation Amongst Providers** - The Provider agrees to fully cooperate and participate in such efforts and discussions with other service providers as may be initiated or requested by the Department, in order to ensure coordinated planning and service delivery to Albany County domestic violence victims.

EXHIBIT 2

PAYMENT FOR SERVICES

I. Contract Payment

- a. The payment for services provided under this Agreement has been agreed by the Provider and the Department to be an amount reasonable and necessary to ensure the quality of those services provided.
- b. The Provider will allocate program staff and resources, as specified in the approved program application attached to Exhibit 1.

II. Billing and Reimbursement

The Department will reimburse the Provider for expenses incurred, as detailed under Article X, under a performance-based model, as described below.

- a. On a monthly basis, the Provider shall submit a claim to the Department, reflecting actual expenses incurred, in accordance with the line-item budget attached to Exhibit 1. Claims must be accompanied by appropriate documentation of expenses. Payments to provider will be issued monthly, with performance reviewed quarterly, as outlined in item "c" below. In the instance that performance falls below the minimum quarterly standard, further reimbursement will be withheld pending the Provider's performance becoming sufficient to meet targeted levels for the period.
 - b. On a quarterly basis, the Provider shall submit a report of service provision and case-specific milestone achievement, in such form as the Department may require. The performance targets and milestones applicable to performance under this contract are detailed below. Attached are the targeted quarterly milestone breakdowns.
 - c. Payment will be made monthly, contingent upon the Provider submitting evidence of achieving a minimum average of 75% of targeted milestones for the period. In the event that the Provider fails to meet agreed-upon levels of achievement during a given period, yet exceeds projections during other quarters and meets targeted levels for the full contract period, the amount of the withheld reimbursement will be restored.
- a. The Department will maintain sole discretion as to whether to renegotiate performance targets and milestones. If the Provider should request such renegotiation of performance targets and milestones, it must present compelling evidence that such renegotiation is necessary and that their failure was due to circumstances beyond their control. It is understood that for any renegotiation to be considered, the Provider must demonstrate the reasonableness of achievement levels actually anticipated, in relation to the anticipated funding amounts.

III. Expected Client Out Comes

ANTICIPATED CORE SERVICES

- **1,500** callers will receive information, referral and/or telephone counseling through Equinox's 24-hour hotline.
- **500** victims will develop a safety plan.
- **350** victims will secure orders of protection from the courts.
- **150** victims will file for orders of custody in order to ensure their children's safety.
- **150** victims will take the initial steps towards addressing an issue, which limits their ability to live a violence-free life.
- **80** victims will successfully achieve service plan goals on an ongoing basis necessary to accomplish addressing issues, which limits their ability to live a violence-free life.
- **1300** victims will benefit from knowledge of the dynamics of domestic violence and available services, provided through the community education and outreach efforts.
- **200** victims will be assessed for emergency shelter.
- **150** victims will complete intake procedures and be referred to safe housing.
- **160** emergency walk-in victims will receive information and referral services.
- **175** victims will obtain safe housing.

ANTICIPATED COUNSELING FOR TANF-ELIGIBLE VICTIMS OF DOMESTIC VIOLENCE:

- **25** victims of domestic violence will develop a safety plan.
- **25** victims of domestic violence will develop service plan goals.
- **15** victims of domestic violence will take the initial steps towards addressing an issue that limits their ability to live a violence-free life.
- **5** victims will successfully achieve a service plan goal, addressing a first issue that limits their ability to live a violence-free life.

TANF Requirements

Concerning the TANF Domestic Violence Counseling program, the Provider agrees to abide by all State and Federal requirements related to receipt of TANF Services funds, including the following, as well as any new or revised directives, which may be issued.

- a. The Provider agrees to obtain and maintain certifications of eligibility for all families served, as outlined in 00 LCM-20 and as further directed by the Department. Certifications should be obtained prior to acceptance of the case for services, but in no event later than 30 days

from the initiation of services. The Provider on-site shall maintain all original certifications, with copies submitted to the Department for review.

- b. Administrative costs will be limited to 15% of the total program budget.
- c. An approved cost allocation form will be submitted to the Department for each related TANF-funded service component.
- d. TANF funds may not be utilized for medical services or capital construction costs.
- e. Incidental transportation and/or childcare reimbursement may be provided with TANF funds only if incorporated within the approved budget and only to Family Assistance recipients or employed individuals. Childcare provided on a recurring basis must be provided through the Local Social Services Child Care Block Grant.

VI. Other

- a. The provider agrees to maintain a case record on each resident, to include documentation of the specific date and means by which the resident achieved each designated milestone on a single form, and other pertinent forms and details of the case-specific service provision.
- b. All budgetary information and reports required under this section shall be submitted to the Contract Manager assigned by the Department.

APPENDIX A

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 Provider 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 Equinox, Inc.
2. "Covered Entity" – for purposes of this Agreement, the term "Covered Entity" shall mean the County and/or the 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 Social Service 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 Social Service Law, 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 January 1, 2021 - December 31, 2021. 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 Appendix, 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 Appendix, 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 Appendix 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 Appendix “A” are hereby incorporated into the Agreement between the parties hereto.



EQUIINC-02

RDUMAS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/4/2020

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

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

PRODUCER Rose & Kiernan, Inc. 60 Merritt Blvd., Suite 202 Fishkill, NY 12524	CONTACT NAME:	
	PHONE (A/C, No, Ext): (845) 350-3800 FAX (A/C, No): (845) 350-3901	
INSURED Equinox, Inc. 500 Central Avenue Albany, NY 12206	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : NonProfits Insurance Alliance	
	INSURER B : Cincinnati Insurance Company	10677
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:	X		2020-34557	1/23/2020	1/23/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 EMPLOYEE BENEFIT \$ 3,000,000
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			ENP 0565974	1/23/2020	1/23/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
A	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ DED ☐ RETENTION \$ ☐ CLAIMS-MADE			202034557UMB	1/23/2020	1/23/2021	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ PER STATUTE ☐ OTH-ER ☐
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Abuses / Molestation			2020-34557	1/23/2020	1/23/2021	Agg \$3,000,000/Occur 1,000,000
A	Professional Liab			2020-34557	1/23/2020	1/23/2021	Agg \$3,000,000/Occur 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
General Liability: Additional Insured - Owners, Lessees or Contractors CG 20 10 (04/13); Additional Insured - Designated Person or Organization CG 20 26 (04/13); Additional Insured - Primary and Non-Contributory Endorsement for Public Entities ANI-RRG-E61 (02/19); Additional Insured Primary and non contributory for private entities ANI-RRG-E62 (02/17); Waiver of Transfer of Rights of Recovery Against Others ANI-RRG-E26 (11/17)

Commercial Umbrella: Excess Liability Insurance (Following Form) UMB-100 (08/18)

CERTIFICATE HOLDER

CANCELLATION

County of Albany
Department of Social Services
162 Washington Avenue
Albany, NY 12210

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

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE (RENEWED)

***** 141437421
MARSHALL & STERLING UPSTATE
PO BOX 931
125 HIGH ROCK AVE #206
SARATOGA SPRINGS NY 12866



SCAN TO VALIDATE
AND SUBSCRIBE

POLICYHOLDER EQUINOX INC 500 CENTRAL AVE ALBANY NY 12206		CERTIFICATE HOLDER COUNTY OF ALBANY DEPT OF SOCIAL SERVICES 162 WASHINGTON AVE ALBANY NY 12210	
POLICY NUMBER A2123 517-1	CERTIFICATE NUMBER 482861	POLICY PERIOD 01/01/2020 TO 01/01/2021	DATE 1/3/2020

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 2123 517-1, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW, AND, WITH RESPECT TO OPERATIONS OUTSIDE OF NEW YORK, TO THE POLICYHOLDER'S REGULAR NEW YORK STATE EMPLOYEES ONLY.

IF YOU WISH TO RECEIVE NOTIFICATIONS REGARDING SAID POLICY, INCLUDING ANY NOTIFICATION OF CANCELLATIONS, OR TO VALIDATE THIS CERTIFICATE, VISIT OUR WEBSITE AT [HTTPS://WWW.NYSIF.COM/CERT/CERTVAL.ASP](https://www.nysif.com/cert/certval.asp). THE NEW YORK STATE INSURANCE FUND IS NOT LIABLE IN THE EVENT OF FAILURE TO GIVE SUCH NOTIFICATIONS.

THE POLICY INCLUDES A WAIVER OF SUBROGATION ENDORSEMENT UNDER WHICH NYSIF AGREES TO WAIVE ITS RIGHT OF SUBROGATION TO BRING AN ACTION AGAINST THE CERTIFICATE HOLDER TO RECOVER AMOUNTS WE PAID IN WORKERS' COMPENSATION AND/OR MEDICAL BENEFITS TO OR ON BEHALF OF AN EMPLOYEE OF OUR INSURED IN THE EVENT THAT, PRIOR TO THE DATE OF THE ACCIDENT, THE CERTIFICATE HOLDER HAS ENTERED INTO A WRITTEN CONTRACT WITH OUR INSURED THAT REQUIRES THAT SUCH RIGHT OF SUBROGATION BE WAIVED.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

NEW YORK STATE INSURANCE FUND

DIRECTOR, INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 819040830