## AMENDMENT #1 TO AGREEMENT BETWEEN THE COUNTY OF ALBANY AND

# EQUINOX, INC. FOR RESIDENTIAL DOMESTIC VIOLENCE SERVICES

This Amendment is made by and between the County of Albany, New York, a municipal corporation duly organized under the laws of the State of New York, with a principal office at 112 State St. Albany, New York 12207 (hereinafter, the "County") 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 County and the Provider entered into an Agreement (Resolution No. 414 Adopted 10/15/2019 incorporated herein by reference, hereinafter, the "Agreement") for the provision of residential domestic violence services to residents of Albany County for the Albany County Department of Social Services

WHEREAS, the County and the Provider wish to amend the Agreement in certain respects, hereinafter set forth, to amend contract language, and

NOW, THEREFORE, in consideration of the terms and obligations hereinafter set forth, the sufficiency of which the parties agree that the Agreement is amended in certain respects hereinafter set forth:

### DELETE 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 NINETY-SIX DOLLARS AND 58/100 (\$96.58) per day, per eligible person, as full compensation for the Service described under this Agreement. The above-specified per diem rate has been established by New York State. Any change in the rate, as established by NYS, will immediately, upon its effective date, take precedence over the rate specified above.

#### AMEND 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 NINETY-NINE DOLLARS AND 32/100 (\$99.32) per day, per eligible person, as full compensation for the Service described under this Agreement. The above-specified per diem rate has been established by New York State. Any change in the rate, as established by NYS, will immediately, upon its effective date, take precedence over the rate specified above.

That except as so amended by this Amendment the Agreement (Resolution No. 414 Adopted 10/15/2019) shall remain in full force and effect.

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

DATE: 8/12/2020

COUNTY OF ALBANY

Daniel P. McCox

Albany County Executive

or

Daniel C. Lynch

Deputy County Executive

DATE: 8/2/20

**PROVIDER** 

SIGNED:

SIGNED

Name

Title

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On theday of, 20, 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.						
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