

STATE OF FLORIDA
DEPARTMENT OF HEALTH
AMENDMENT #A1

This amendment entered into between the State of Florida, Department of Health, hereinafter referred to as "the State" and the Alachua County Board of County Commissioners, hereinafter referred to as "the County", amend the contract pertaining to the operation of the Alachua County Health Department for Contract Year 2021-2022.

The contract is amended as follows:

1. Page 6, Section 6.n., is deleted in its entirety and replaced with the following:
 - n. The CHD shall comply with the provisions contained in the Civil Rights Compliance and Non-Discrimination Certificate, hereby incorporated into this contract as Attachment III.
2. Attachment III, Civil Rights Certificate, is deleted in its entirety and replaced with the revised Attachment III, attached hereto.
3. This amendment will begin on October 1, 2021, or the date on which the amendment has been signed by both parties, whichever is later.

All provisions in the contract and any attachments thereto in conflict with this amendment are hereby changed to conform with this amendment.

All provisions not in conflict with this amendment are still in effect and are to be performed at the level specified in the contract.

This amendment and all its attachments are hereby made a part of the contract.

IN WITNESS THEREOF, the parties hereto have caused this two-page amendment to be executed by their officials thereunto duly authorized.

Board of County Commissioners
For Alachua County

SIGNED
BY: _____

NAME: Marihelen Wheeler

TITLE: Chair

DATE: _____

State of Florida
Department of Health

SIGNED
BY:  4/20/22

NAME: Paul D. Myers, M.S.

TITLE: CHD Administrator

DATE: 4/20/2022

ATTACHMENT III

CIVIL RIGHTS COMPLIANCE AND NON-DISCRIMINATION CERTIFICATE

1. The CHD agrees to complete the Civil Rights Compliance Questionnaire, DH Forms 946 A and B (or the subsequent replacement if adopted during the contract period), if so requested by the Department.
2. The CHD assures that it will comply with the Omnibus Budget Reconciliation Act of 1981, P.L. 97-35, which prohibits discrimination on the basis of sex and religion in programs and activities receiving or benefiting from federal financial assistance.
3. Assurance of Civil Rights Compliance: The CHD hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d *et seq.*); Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 *et seq.*); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794); the Age Discrimination Act of 1975 (42 U.S.C. 6101 *et seq.*); Title II and Title III of the Americans with Disabilities Act (ADA) of 1990, as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12131-12189) and as implemented by Department of Justice regulations at 28 CFR Parts 35 and 36; Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency" (August 11, 2000); all provisions required by the implementing regulations of the U.S. Department of Agriculture (7 CFR Part 15 *et seq.*); and FNS directives and guidelines to the effect that no person shall, on the ground of race, color, national origin, age, sex, or disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity for which the agency receives Federal financial assistance from FNS; and hereby gives assurance that it will immediately take measures necessary to effectuate this agreement.

By providing this assurance, the CHD agrees to compile data, maintain records and submit records and reports as required to permit effective enforcement of the nondiscrimination laws, and to permit Department personnel during normal working hours to review and copy such records, books and accounts, access such facilities, and interview such personnel as needed to ascertain compliance with the non-discrimination laws. If there are any violations of this assurance, the Department of Agriculture shall have the right to seek judicial enforcement of this assurance.

This assurance is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants, and loans of Federal funds, reimbursable expenditures, grant or donation of Federal property and interest in property, the detail of Federal personnel, the sale and lease of, and the permission to use Federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration that is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with Federal financial assistance extended to the Program applicant by USDA. This includes any Federal agreement, arrangement, or other contract that has as one of its purposes the provision of cash assistance for the purchase of food, and cash assistance for purchase or rental of food service equipment or any other financial assistance extended in reliance on the representations and agreements made in this assurance.

This assurance is binding on the CHD, its successors, transferees, and assignees as long as it receives or retains possession of any assistance from the Department. The person or persons whose signatures appear below are authorized to sign this assurance on the behalf of the CHD.

4. Confidentiality of Data, Files, and Records: The CHD agrees to restrict the use and disclosure of confidential USDA, Women, Infant, and Children (WIC) applicant and participant information as specified in 7 CFR § 246.26(d)(1)(i) in accordance with 7 CFR § 246.26(d)(1)(ii), as applicable.