

DANE COUNTY OFFICE OF EQUAL OPPORTUNITY
2018 PURCHASE OF SERVICES AGREEMENT
CIVIL RIGHTS COMPLIANCE ASSURANCE
ADDENDUM OF AGREEMENT

THIS ADDENDUM OF AGREEMENT, made and entered into effective as of the 1st day of January, 2018, by and between the County of Dane (hereinafter referred to as "COUNTY") and _____ (hereinafter referred to as "PROVIDER").

WITNESSETH:

WHEREAS PROVIDER and COUNTY, by a separate document (hereinafter "the Master Agreement"), COUNTY Agreement No. _____, have previously entered into a contractual relationship, pursuant to which the PROVIDER has agreed to provide services to the COUNTY, as stated in said Master Agreement; and

WHEREAS COUNTY and PROVIDER wish to amend the Master Agreement in order to comply with Federal Civil Rights contract compliance requirements.

NOW, THEREFORE, in consideration of the above premises and the mutual covenants of the parties hereinafter set forth, the receipt and sufficiency of which is hereby acknowledged by each party for itself, the parties do agree as follows:

- (1) The Master Agreement shall remain in full force and effect, unchanged in any manner by this addendum, except, as changes are expressly set forth herein. This addendum is intended to supplement, and not supplant, the Affirmative Action/Civil Rights requirements and protections currently included in Section A Part IV of the Master Agreement.
- (2) During the term of this agreement, PROVIDER will ensure that all services are provided and administered in compliance with: Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title VI and XVI of the Public Health Service Act, the Age Discrimination Act of 1975, the Omnibus Budget Reconciliation Act of 1981, and the Americans with Disabilities Act (ADA) of 1990.

No otherwise qualified person shall be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination in any manner on the basis of race, color, national origin, religion, sex, disability, association with a person with a disability, or age. This policy covers eligibility for and access to service delivery and treatment in all programs and activities.

- (3) If the PROVIDER does not employ staff with special translation or sign language skills that are available to communicate with non-English speaking or hearing impaired clients, the PROVIDER will make available, within a reasonable time, qualified individuals with special translation or sign language skills and who can communicate with the non-English speaking or hearing impaired clients of the PROVIDER. Informational materials will be posted and/or available in languages and formats appropriate to the needs of the PROVIDER'S client population.
- (4) PROVIDER agrees to inform its staff regarding PROVIDER'S Equal Opportunity obligations to applicants for and recipients of services and its obligations to applicants for employment and employees.

- (5) PROVIDER'S Equal Opportunity Policy, the name of the PROVIDER'S Equal Opportunity Coordinator, and the PROVIDER'S discrimination complaint process shall be posted in conspicuous places available to all of PROVIDER'S applicants, clients, and all applicants for employment and employees. The complaint process will conform to Department of Health and Family Services standards as provided to the PROVIDER by the COUNTY.
- (6) The PROVIDER agrees to comply with Civil Rights Compliance monitoring reviews, which may be conducted by the COUNTY. A Civil Rights Compliance review may include the examination of records and relevant files maintained by the PROVIDER, as well as interviews with staff, clients, applicants for services, subcontractors, and referral agencies.
- (7) PROVIDERS who have less than twenty employees and who receive more than \$20,000 from the COUNTY in aggregate annual contracts may be required to submit a Civil Rights Compliance Action Plan. The PROVIDER agrees to cooperate with the COUNTY in developing, implementing, and monitoring any Civil Rights Compliance Action Plan, which may result from complaint investigations, or other Civil Rights Compliance monitoring efforts.
- (8) The PROVIDER further agrees to submit an Affirmative Action/Civil Rights Plan to the COUNTY at such time when the contractor exceeds twenty (20) or more employees and receives from the COUNTY an annual aggregate dollar amount equal to \$20,000 or more. The Affirmative Action/Civil Rights Plan shall be submitted within 15 days from the date of occurrence.

IN WITNESS WHEREOF, the COUNTY and the PROVIDER, by their respective authorized representatives, have executed this addendum by signing below.

FOR PROVIDER:

Signature

Date

Name/Title (please print)

Telephone

Email Address

FOR THE COUNTY:

Wesley N. Sparkman, Director
The Tamara D. Grigsby Office For Equity and Inclusion

Date