

# **AITKIN COUNTY HEALTH & HUMAN SERVICES**

204 First Street NW Aitkin, MN 56431 Phone: 800-328-3744/218-927-7200 Fax: 218-927-7210

#### Contract

Aitkin County Health & Human Services and ISD #4 McGregor School District

### **Objective**

Space agreement for delivery of WIC Program services to the McGregor and surrounding communities

## **Opportunity**

Allows participants to experience less travel and closer proximity to WIC Clinic services

## **Existing or New Contract**

Existing

Changes to Existing Contract
No Changes

### Timeline for Execution

January 1, 2021 through December 31, 2021

#### Conclusion

ACHHS is asking that the board approve this contract.

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# WIC AGREEMENT – McGregor School

THIS AGREEMENT between AITKIN COUNTY HEALTH AND HUMAN SERVICES, hereafter referred to as the County and the MCGREGOR INDEPENDENT SCHOOL DISTRICT #4, M.O.R.E BUILDING, hereafter referred to as the School, enter into this agreement for the purpose of hosting the Aitkin County WIC Program, beginning January 1, 2021 through December 31, 2021.

**IN CONSIDERATION** of the mutual promises, agreements, and understanding hereinafter set forth, it is agreed as follows:

- 1. The School will provide space within their premises for the County to administer the Aitkin County WIC Program for eligible Women, Infants, and Children through WIC Clinics free of charge.
- 2. The County will hold the Clinic at the contracted location once a month.
- 3. The time and dates of the WIC Clinic will be:
  - Every third Thursday of the month: 9:00 a.m. 4:00 p.m.
  - Any changes in rental fees, times or dates will be negotiated between the County and the School.
- 4. The School will provide tables, chairs, heat and light for the County to carry out the WIC Clinic. The County agrees to leave the premises in the same condition as at the beginning of the Clinic.
- The School shall take all necessary steps to maintain and keep the premises in a safe and clean condition. This shall include (a) sidewalks and parking areas cleared of snow and ice and other obstructions; (b) stairways and walkways cleared of clutter and in safe repair; (c) electrical hazards removed from the County's area.
- 6. The County agrees to abide by all Federal and State nondiscrimination legislation to the effect that no person shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination on the basis of race, color, national origin, age, sex, or handicap in regards to the WIC Program.
- 7. (When applicable) The School agrees to administer all programs in accordance with the provisions contained in the Food and Nutrition Act of 2008, as amended, and in the manner prescribed by regulations issued pursuant to the Act; implement the FNS- approved State Plan of Operation for the Supplemental Nutrition

"This institution is an equal opportunity provider."

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Assistance Program (SNAP) if required; comply with Title VI of the Civil Rights Act of 1964; section 11 (C) of the Food and Nutrition Act of 2008, as amended; the Age Discrimination Act of 1975; section 504 of the Rehabilitation Act of 1973; Title II of the Americans with Disabilities Action of 1990; Title IX of the Educational Amendments of 1972; and all requirements imposed by the regulations issued pursuant these Acts by the U.S. Department of Agriculture to the effect that, no person in the United States shall, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion, be excluded from participation in, be denied the benefits of, or otherwise subject to discrimination under SNAP;

- 8. (When applicable) The School agrees to administer all programs in accordance with U.S. Department of Health and Human Services requirements imposed by the regulations pursuant to Title VI of the Civil Rights Act of 1964; the Age Discrimination Act of 1975; Section 504 of the Rehabilitation Act of 1973; Title II of the Americans with Disabilities Action of 1990; Title IX of the Educational Amendments of 1972; Section 1557 of the Patient Protection and Affordable Care Act of 2010. Comply with the regulations to the effect that, no person in the United States shall, on the grounds of race, color, national origin, sex, age, disability, or religion, be excluded from participation in, be denied the benefits of, or otherwise subject to discrimination under U.S. Department of Health and Human Services programs;
- (When applicable) The School agrees to administer all programs and services in compliance with the Minnesota Human Rights Act, Public Services and Public Accommodations provisions; comply with all requirements imposed by the Minnesota Human Rights Act to the effect that, no person in Minnesota shall, on the grounds of race, color, national origin, religion, creed, sex, sexual orientation, marital status, public assistance status, or disability, be excluded from participation in, be denied the benefits of, or otherwise subject to discrimination under the Minnesota Human Rights Act. The School and the County further agree to fully comply with any changes in Federal law and regulations. This agreement may be modified with the mutual consent of both parties;
- 10. (When applicable) The School agrees that by accepting the Civil Rights Assurance it will compile data, maintain records, books and accounts; and submit reports as required to permit effective enforcement of the nondiscrimination laws. Your agency also agrees to permit authorized County, Federal and State personnel, during normal working hours, to review such records, books, accounts, and reports as need to determine compliance with the nondiscrimination laws;
- 11. (When applicable) The School agrees to provide meaningful access to all participants in the SNAP program. Your agency must take reasonable steps to ensure that Limited English Proficiency (LEP) participants have meaningful access to programs, services, benefits, from your agency. This includes the requirement to provide bilingual program information and certification materials and

- interpretation services to single- language minorities in certain project areas. Please include a copy of your agency's LEP Plan;
- 12. (When applicable) The School agrees to attest that all employees administering services or programs under contract with the County, have received the Civil Rights power point training;
- 13. (When applicable) The School certifies that it has received a certificate of compliance from the Commissioner of Human Rights pursuant to Minnesota Statutes, section 363.073 (1998). This section only applies if the grant is for more than \$100,000 and the Contractor has employed forty or more full-time employees within the State of Minnesota on a single working day during the previous 12 months.
- 14. Termination of this agreement may be made by either party with sixty (60) days written notice of intention to the other party.

**IN WITNESS WHEREOF**, the COUNTY and the SCHOOL agree that this agreement is effective from January 1, 2021 to December 31, 2021.

BY;	DATED:
Chairperson Aitkin County Board of Commissioners	
BY: Cynthia Bennett, Director	DATED:
Aitkin County Health & Human Services	
School Representative	DATED: 12/3/20
PRINTED NAME: Brad Johnson ITS: Superintendent	
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APPROVED AS TO FORM AND EXECUTION	
BY:	DATED:
Jim Ratz	