

SAUK COUNTY AGING & DISABILITY RESOURCE CENTER

2023-2024

Contract between Sauk County Aging & Disability Resource Center

And

Luke Whitaker; General Manager of the Reedsburg Country Club

This contract is made by and between Sauk County, a political subdivision of the State of Wisconsin, through its Sauk County Aging & Disability Resource Center Senior Meal Program (hereafter Sauk ADRC), and Luke Whitaker, General Manager of the Reedsburg Country Club for the provision of congregate meals to the Sauk County Senior Meals Program. Effective dates of this contract are August 1, 2023 thru December 31, 2024.

Contract Information:

For Sauk ADRC

Susan Blodgett
505 Broadway
Baraboo, WI 53913
(608)355-3289
Susan.blodgett@saukcountywi.gov

For Vendor:

Luke Whitaker
3003 E. Main Street; Reedsburg
PO Box 125
(608)524-6000 ext. 3
luke@reedsburgcountryclub.com

Sauk ADRC and Vendor agree as follows:

1. Vendor Obligations

- a. Prepare salad bar for congregate clients in the Sauk County Senior Nutrition Program.
- b. Provide to Sauk ADRC statement of compliance with Wisconsin food code, including facility license, certification of staff handling and preparing food (food manager certification), to include all staff handling and preparing food.
- c. Insurance. During the term of this Agreement, Vendor shall, at Vendor's sole cost, maintain the following insurance:
 - i. Comprehensive General Liability Limits: Excess Umbrella Liability Limits: \$1,000,000.00
 - ii. Worker's Compensations:
 1. Coverage A: Limits - Statutory
 2. Coverage B: Employer's Liability Limits
 3. Bodily Injury by Accident - \$100,000 each accident minimum
 4. Bodily Injury by Disease - \$100,000 each employee minimum

5. Bodily Injury by Disease - \$500,000 policy limit minimum

Certificates of insurance are required for all policies. The Certificate of general Liability Insurance & Excess Umbrella Liability shall name the Employer as an additional insured on the policy and must require that thirty (30) day cancellation notice be given to the Employer. An updated copy of the Certificate must be provided anytime a change is made to any policy.

- d. Provide all tableware and napkins for serving purposes.
- e. Allow Sauk ADRC staff to inspect the food preparation and storage areas of Vendor.
- f. Vendor is responsible for the purchase, care, maintenance, and security of the food preparation facility and equipment, including food transport equipment.
- g. Provide meals two different weekdays each week, dependent upon the golfing season at the Country Club that are determinate by ADRC staff and the RCC manager. Meal hours will be from 11:30am – 1:30pm for dine-in service. Meals will be excluded on holidays that fall on serving days as Sauk ADRC is closed for holidays. The 2023/2024 Sauk County Holidays are:

Memorial Day	Friday after Thanksgiving	New Year's Day
Fourth of July	Christmas Eve	Martin Luther King Jr
Labor Day	Christmas Day	Friday before Easter
Thanksgiving Day	New Year's Eve	

- h. Provide meals that comply with the requirements of GWAAR. **Attachment 1.**
- i. If the Sauk County Health Department recommends closure for any reason, such as a health emergency, the congregate dining center will be closed. The County is required to provide at least 24 hours' notice to the vendor.
- j. Submit to Sauk ADRC on the 25th day of each month, a detailed invoice of the previous month showing the number of meals and dates they were provided. The ADRC site staff will oversee all record keeping requirements.
- k. The Vendor agrees to the terms in the attached **Exhibit A**.

2. Sauk ADRC obligations:

- a. Pay the Vendor \$11.00 per meal, as detailed below. The total of \$10.00 is inclusive of a 15% tip for the Reedsburg Country Club wait staff based upon Vendor's properly submitted monthly invoice.
- b. Within 45 days receipt of monthly invoice, pay Vendor for previous month's meals.
- c. Sauk County agrees to the terms in the attached **Exhibit A**

3. Protected Health Information

- a. This contract will comply with the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and HIPAA's implementing regulations dealing with the security, confidentiality, integrity and availability of health or health-related information specific to those services described in this contract and performed by the Vendor and the Sauk ADRC.
- b. The Vendor and Sauk County ADRC will not use or disclose any PHI (personal health information) received from the other, except in performance of those functions described in this contract.
- c. Both the Vendor and Sauk ADRC will hold such PHI in confidence and use or further disclose of this PHI will be pursuant of receipt of this signed contract.
- d. Sauk ADRC staff will provide PHI training to Vendor staff assigned to the Senior Meals Program. Ramifications for such violations would include staff retraining, and if violations occur after retraining, Sauk ADRC will ask Vendor to remove violating staff member from Senior Meals Program service.

4. Termination

- a. This Agreement may be terminated by either party by sixty (60) days written notice to contract person indicated in this Agreement. Vendor is obligated to fulfill its obligations pursuant of this contract during the 60-day notice period.
- b. Sauk ADRC may terminate this Agreement without notice if Vendor does not adhere to nutrition menu, or if Vendor fails to comply with Wisconsin and Sauk County licensing and certification requirements, or if food contamination is determined by Health Department.

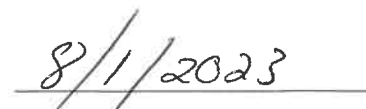
5. Laws

- a. This contract shall be governed and interpreted by the laws of the State of Wisconsin and is meant to replace any and all prior understandings or agreements, written or verbal, on the subject matter hereof.

This contract constitutes the entire agreement between the Vendor and Sauk ADRC. Both parties have read, understand and agree to the terms of this Contract.



Brent Miller, Sauk County Administrator



Date

Luke Whitaker, General Manager Reedsburg Country Club

Date