### SAUK COUNTY AGING & DISABILITY RESOURCE CENTER

2019

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 January 2<sup>nd</sup>, 2020 thru March 31<sup>st</sup>, 2020.

#### 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 X3 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. Provide confirmation of insurance coverage for duration of this contract time period, including workers compensation, comprehensive and general liability, for Vendor and Sauk ADRC and Sauk County.
    - Minimum levels of coverage for Vendor and Sauk ADRC and Sauk County is \$1,000,000.00.
  - 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 each week on Tuesday and Thursday from 11:30 a.m. 1:30 p.m., excluding holidays that fall on Tuesdays and Thursdays as Sauk ADRC is closed for holidays. The current contract period does not include any holidays that Sauk ADRC would be closed.
- h. Provide meals that comply with the requirements of GWAAR. Attachment 1.
- i. Follow the printed menu provided by Sauk ADRC as it has been nutritionally analyzed by the ADRC's contracted dietitian. No substitutions allowed.
- j. Submit to Sauk ADRC on the 29<sup>th</sup> day of each month, a detailed invoice of the previous month showing the number of meals provided. The ADRC site staff will oversee all record keeping requirements.

# 2. Sauk ADRC obligations:

- a. Pay the Vendor \$9.00 per meal, as detailed below. The total of \$9.00 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.

# 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 thirty (30) days written notice to contract person indicated in this Agreement. Vendor is obligated to fulfill its obligations pursuant of this contract during the 30 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.

Susan Blodgett, Sauk ADRC Director

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Margaret Allen, Sauk ADRC Nutrition Director

Luke Whitaker, General Manager Reedsburg Country Club

December 19,207

Date

December 19, 2019

Date

December 19,2019

Date