

SAUK COUNTY AGING & DISABILITY RESOURCE CENTER

2019

Contract between Sauk County Aging & Disability Resource Center

And

Isack Xheladini, Owner of Four Star Restaurant

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 Isack Xheladini, Owner of Four Star Restaurant for the provision of congregate meals to the Sauk County Senior Meals Program. Effective dates of this contract are January 2nd, 2019 thru June 30th, 2020.

Contract Information:

For Sauk ADRC

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

For Vendor:

Isack Xheladini
Four Star Restaurant
1011 8th Street
Baraboo, WI 53913
(608)356-0082

Sauk ADRC and Vendor agree as follows:

1. Vendor Obligations

- a. Prepare meals 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 Monday and Wednesday and from 10:30 a.m. – 12:30 p.m., excluding holiday that fall on Mondays or Wednesdays as Sauk ADRC is closed for holidays. The holidays which meals will not be served for the contract period are as follows: Wednesday December 25th, 2019 (Christmas Day), Wednesday January 1st, 2020 (New Year's Day), Monday January 20th, 2020 (Martin Luther King Jr.), and Monday May 25th, 2020 (Memorial Day).
- h. Provide meals that comply with the requirements of GWAAR and consist of the following:
 - 1) Three (3) oz. cooked edible portions of lean meat, fish, fowl, or other protein source; or
 - 2) Two (2) oz. cooked edible portion of protein is allowed in a casserole type menu item; and
 - 3) Three one-half (1/2) cup servings of vegetables and fruit, consisting of either: ½ cup fresh, frozen, or canned (cooked or raw fruit or vegetable), or ¼ cup dried fruit, or 1 cup raw leafy greens, or ½ cup 100% fruit or vegetable juice. The dental and digestive issues for some older persons should be considered in the selection of vegetable and fruit items; and
 - 4) One serving of grains, consisting of either: one (1) regular sliced bread, or ½ cup cooked, or 1 cup ready-to-eat cereal, or 1-6" tortilla, or ½ regular size bun; and
 - 5) One serving of milk – 8 oz. or 1 cup (skim, 1%, 2%, whole or chocolate); and
 - 6) Condiments – salt, pepper, sugar and coffee creamer may be provided in individual or bulk containers. Soy sauce, ketchup, mustard, tartar sauce and salad dressing are to be provided as appropriate and may be provided in individual or bulk containers as determined by Vendor.
- 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 29th 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 \$9.50 per meal, as detailed below. The total of \$9.50 is inclusive of a 15% tip for the Four Star Restaurant 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.

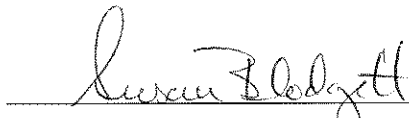
4. Termination

- a. This Agreement may be terminated by either party by 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.

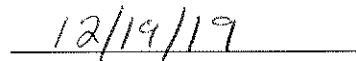
5. Laws

- 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.



Susan Blodgett, Sauk ADRC Director



Date

Margaret Allen

Margaret Allen, Sauk ADRC Nutrition Director

Isack Xheladini

Isack Xheladini, Owner of Four Star Restaurant

December 19, 2019

Date

12-19-19

Date