

## 2013 AGREEMENT AND CONTRACT

Among  
ADVOCAP, INC.  
And  
CITY OF MENASHA  
MENASHA COMMITTEE ON AGING  
And  
NEENAH-MENASHA YMCA  
With  
MENASHA SENIOR CENTER

### PURPOSE:

The Winnebago County Nutrition Program funded through the Older Americans Act is administered by ADVOCAP, Inc. through a contract with the Winnebago County Department of Human Services. In consideration of the mutual agreements, ADVOCAP, INC., hereinafter referred to as "Program," having offices at 181 E. North Water Street, Suite 210, Neenah WI 54956, and the CITY OF MENASHA with the MENASHA SENIOR CENTER elderly facility operated by the NEENAH-MENASHA YMCA, located at 116 Main Street, Menasha WI 54952, hereinafter referred to as "Facility," agree as follows:

### FACILITY SHALL PROVIDE:

1. Use of the Main Activity Room and kitchen area at the Menasha Senior Center facility for meal service Monday through Friday from 9:00 a.m. to 1:00 p.m.
2. Use of necessary storage space in basement and use of storage closets in the Main Activity Room and use of cupboard and drawer space in the kitchen..
3. Use of existing refrigerator, utility carts, coffee servers, silverware, coffee makers, built-in dishwashing machine, and miscellaneous utensils.
4. Payment of all facility utility charges and garbage removal.
5. General janitorial services and maintenance.

### PROGRAM SHALL PROVIDE:

1. Meal site management including recruiting, training and scheduling of volunteers who shall be responsible for hosting, serving, cleanup, record keeping, etc. and shall follow health and sanitation procedures. The Meal Site Manager is responsible for all meal site operations. All comments, concerns, and problems regarding the meal site should be directly referred to the Meal Site Manager or the Program Director.
2. Meals served shall meet the most current Dietary Guidelines for Americans, and provide at least one-third of the current DRI's (RDA's/AI's), as established by the Food and Nutrition Board of the Institute of Medicine of the National Academy of Science. Meals served shall also meet the nutrient standards required for Nutrition Program meals as stated in A Manual of Policies, Procedures, & Technical Assistance for the Wisconsin Aging Network, Last Revised June 30, 2011.
3. Upon mutual agreement, the Meal Site Manager and the YMCA Active Older Adult Director will coordinate such events that shall be beneficial for program participants. This may include, but are not limited to birthday and seasonal parties (holiday parties and the meal site anniversary party). The Meal Site Manager will arrange for the Program Advisory Council (PAC) meeting when it is scheduled to be held at the Menasha Senior Center.

4. Additional consumables such as disposables (plates, silverware, cups, napkins) salt, pepper, sugar, non-dairy creamer, ketchup, sanitizer, dish detergent, and dishwasher machine detergent.
5. Equipment for meal service including steam table, serving and meal trays, cups, sugar and creamer dispensers, coffee urns (30-36 cup), four coffee servers (white swirl), serving utensils, three dish pans, dish rack and drain board, towels, dishcloths, a desk, file cabinet and chair.
6. Replacement of small facility equipment (such as coffee makers, salt and pepper shakers, etc.) that becomes damaged during regular use by the Program and maintenance on the built-in dishwashing machine.
7. Laundering of dishcloths and towels used by the program.
8. Daily cleanup of dining room and kitchen so that the areas are left in a neat and orderly manner.
9. A cellular telephone with cost of the phone and monthly fees paid for by the Program.

**FACILITY AND PROGRAM SHALL AGREE AS FOLLOWS:**

1. Individuals who are eligible to receive congregate meals are:
  - a) Aged 60 or older.
  - b) Any spouse who attends the dining center with their spouse who is aged 60 or older.
  - c) A person with a disability, under age sixty (60), who resides in housing facilities occupied primarily by older individuals at which congregate nutrition services are provide.
  - d) A disabled individual who resides at home with an eligible older individual participating in the program.
2. Individuals who are eligible to receive home delivered meals (HDMs) are:
  - a) A person aged 60 or older who is frail and essentially homebound by reason of illness, disability, or isolation, for which an assessment concludes that participation is in the individual's best interest.
  - b) A spouse of a person eligible for a HDM as described above, regardless of age or condition, if an assessment concludes that it is in the best interest of the homebound older individual.
  - c) A disabled individual who resides at home with an eligible older individual participating in the program.
3. Other individuals who are permitted to receive either congregate or home delivered meals are:
  - a) Individuals granted a Non-Elderly by Greater Wisconsin Agency on Aging Resources.
  - b) Volunteers of the Nutrition Program.
  - c) Staff of the Nutrition Program.
  - d) Informal caregiver of a person who is eligible to receive either congregate or home delivered meals.
  - e) Individuals whose meals are paid for in full by community-based, long-term care programs operated by Winnebago County Department of Human Services, Lakeland Care District, other managed care organizations or IRIS
  - f) Guests who do not meet any of the program eligibility criteria and who pay the full cost of a meal.

4. No meals will be served on the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day before Christmas and Christmas Day. If any of these holidays fall on a Saturday, the meal site is closed on Friday. If the holiday falls on Sunday, the meal site will typically be closed on Monday.
2. Supply each other with the job description of the YMCA Active Older Adult Director and the Menasha Meal Site Manager.
3. Conduct a annual inventory of mutual supplies used in connection with the meal site program.
4. Conduct regular meetings with Program and Facility staff to review meal site operation.
5. The YMCA Active Older Adult Director is responsible for planning all programs and activities within the Facility with exception of the special events so designated under the **PROGRAM SHALL PROVIDE** section, Item 3, that are to be carried out jointly.
6. The modified storage space and shelving shall remain in the Facility, when and if, the Nutrition Program discontinues its service at the Facility.
7. All parties will observe Federal laws and regulations pertaining to nondiscrimination in the provision of services and in employment practices. To that end, no qualified persons shall be excluded from participation in an ADVOCAP program, including the Nutrition Program, or be denied the benefits of, or otherwise be subject to discrimination in any manner on the basis of age, race, creed, religion, color, sex, physical or developmental condition or disability, association with a person with a disability, sexual orientation, national origin, ancestry, political affiliation, marital, paternal or family status, pregnancy, arrest record, citizenship status, veteran status or any other characteristic protected by law.
8. Comprehensive general liability insurance will be maintained by all parties with certificate of insurance coverage being furnished mutually by each party. If changes should occur, a new certificate of insurance should be submitted immediately.

CITY OF MENASHA & NEENAH-MENASHA YMCA.  
MENASHA SENIOR CENTER  
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This Contract represents the Agreement in effect between the Facility and the Program. This Agreement is in effect from January 1, 2013, through December 31, 2013. However, any party may, at any time during the life of the Agreement, terminate this Agreement by giving thirty (30) days notice in writing to the other party of the intention to do so.

IN WITNESS OF THIS AGREEMENT, the duly authorized agents sign APPROVED this day:

\_\_\_\_\_, 2012  
(Date)

CITY OF MENASHA  
MENASHA SENIOR CENTER

ADVOCAP, INCORPORATED

BY: \_\_\_\_\_

BY:  \_\_\_\_\_

2 DONALD MERKES  
Mayor, City of Menasha

MICHAEL BONERTZ  
Executive Director

BY: \_\_\_\_\_

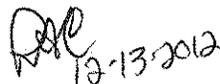
SUE NETT  
Menasha Public Health Director

NEENAH-MENASHA YMCA  
MENASHA SENIOR CENTER

BY: \_\_\_\_\_

2 JEAN WOLLERMAN  
Active Older Adult Director

Approved

  
\_\_\_\_\_  
City Attorney