

2012 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.
3. Use of existing refrigerator, utility carts, coffee servers, silverware, coffee makers (100 cup urn), built-in dishwashing machine, and miscellaneous utensils.
3. For payment of utility charges and garbage removal.
4. General janitorial services and maintenance.
5. Public liability and property damage insurance, and shall furnish Program with certificate of insurance coverage.

PROGRAM SHALL PROVIDE:

1. Meal site management including recruiting, training and scheduling of volunteers who shall be responsible for hosting, serving, cleanup, and record keeping, 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), labeled plastic bin containing serving utensils, three dish pans, dish rack and drain board, towels, dishcloths, a desk and chair.
6. A cellular telephone with cost of the phone and monthly fees paid for by the Program.
7. Replacement of damaged or broken facility equipment and furnishings which are regularly used by the Program and maintenance on the built-in dishwashing machine.
7. Arrangements for garbage pickup or additional services for the meal site program over and above normal service.
8. Laundering of dishcloths and towels used by the program.
9. Public Liability and Property Damage Insurance and Liability Insurance for the action of ADVOCAP, Inc. staff and volunteers at the meal site program.

FACILITY AND PROGRAM SHALL AGREE AS FOLLOWS:

1. Meal service shall be open to the following persons:
 - a. individuals, sixty (60) years of age and older, living in the community and their spouses;
 - a. persons with disabilities who reside at home with and accompany older individuals to the meal site,
 - b. individuals whose meals are paid for by programs operated by the Winnebago County Department of Human Services, Lakeland Care District, other managed care organizations, or IRIS, and
 - c. individuals granted a Non-Elderly Waiver by Greater Wisconsin Agency on Aging Resources.
2. 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 weekend, a date during the work week will be designated by ADVOCAP for the holiday.
3. Supply each other with the job description of the YMCA Active Older Adult Director and the Menasha Meal Site Manager.
4. Conduct a annual inventory of mutual supplies used in connection with the meal site program.
5. Conduct regular meetings with Program and Facility staff to review meal site operation.
6. 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.
7. The modified storage space and shelving shall remain in the Facility, when and if, the Nutrition Program discontinues its service at the Facility.
8. All parties will observe Federal laws and regulations pertaining to nondiscrimination in the provision of services and in employment practices. To that end, no person shall, on the grounds of race, creed, color, sex, national origin or physical condition or handicap be excluded from participation in, be denied the benefits of, or otherwise subjected to discrimination under this Program or any of its activities carried out by the subcontractor.
9. 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.

This Contract represents the Agreement in effect between the Facility and the Program. This Agreement is in effect from January 1, 2012, through December 31, 2012. 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:

(Date)

**CITY OF MENASHA
MENASHA SENIOR CENTER**

ADVOCAP, INCORPORATED

BY: _____

BY: _____

DONALD MERKES
Mayor, City of Menasha

MICHAEL BONERTZ
Executive Director

BY: _____

SUE NETT
Menasha Public Health Director

**NEENAH-MENASHA YMCA
MENASHA SENIOR CENTER**

BY: _____

JEAN WOLLERMAN
Active Older Adult Director