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Division of Vocational Rehabilitation
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Scott Walker, Governor
Raymond Allen, Secretary

**MEMORANDUM OF UNDERSTANDING
BETWEEN
Canteen Vending Services Division
AND
WISCONSIN BUSINESS ENTERPRISE PROGRAM
Department of Workforce Development (DWD), Division of Vocational
Rehabilitation (DVR)**

1. PARTIES

Canteen Vending Services Division (hereinafter referred to as Canteen), and Wisconsin Business Enterprise Program (hereinafter referred to as BEP) do hereby enter into an agreement with the following terms and conditions; to wit:

2. PURPOSE

The purpose of this Memorandum of Understanding (MOU) is to:

Allow vending services at the King Veterans Home as per paragraph 8. Attachment included is the King Contractor Entrance Requirements.

3. TERM

A. This MOU shall commence on signing of this document and be renewed annually for a period of one (1) years unless revised by further written agreement between the parties.

B. This MOU may be terminated by either party upon giving sixty (60) days prior written notice to the other party in accordance with paragraph 10 of this MOU.

4. BEP RESPONSIBILITIES

A. BEP grants Canteen, as an independent contractor, the exclusive right to provide vending services and cashless self-checkout kiosk services as further set forth in paragraph 7.

B. BEP has no right, title, or interest to Equipment or Products, and shall not assert or disturb rights, title, or interest to any Equipment, inventory, or other property furnished or installed by Canteen on the Premises.

C. BEP shall provide the vending services for equipment set forth in paragraph 8 and 9.

5. CANTEEN RESPONSIBILITIES

- A. Canteen will install, maintain, and service the equipment in a sanitary manner in accordance with industry standards and all federal, state, and local laws.
- B. Canteen allows the BEP to use the vending machines set forth in paragraph 8 free of charge.
- C. Canteen shall provide the BEP four service calls during all hours of the day for the fiscal period for the equipment set forth in paragraph 8 free of charge.
- D. Canteen shall provide the BEP service calls after the first four at a flat rate of \$25 during 7:30am – 4:30pm for the equipment set forth in paragraph 8.
- E. Canteen shall provide the BEP service calls after the first four at a flat rate of \$50 after 4:30pm for the equipment set forth in paragraph 8.
- F. Canteen shall provide the BEP sales data for the previous quarter (by the 15th of each April, July, October and December) by item sold for all the vending machines set forth in paragraph 7.
- G. Canteen shall obtain and maintain insurance for such policies as appropriate as determined by the Bureau of Risk Management of the Department of Administration.
- H. Canteen shall comply with all local, state, and/or federal food safety preparation, serving and storage requirements free of cost to the BEP for the equipment set forth in paragraph 7.
- I. Canteen shall not assign or subcontract this Memorandum without the prior written consent of the BEP.

6. APPLICABLE LAW

This agreement shall be governed under the laws of the State of Wisconsin. Both parties shall, at all times, comply with and observe all federal and state laws, local laws, ordinances, Department of Veteran Affairs' rules and regulations which are in effect during the period of this agreement and which in any manner affect the work or its conduct. This shall include considerations related specifically to the regulations concerning the operations of the Business Enterprise Program.

7. CANTEEN VENDING SERVICE LOCATION & TYPE

Marden Center

Kiosk vending services with a wide range of foods and beverages

Central Services Building, 1st Floor Entry

1 each soft drink, Pepsi

Olson Hall, Room 123

1 each soft drink, Pepsi
1 each coffee merchandiser

1 each general merchandiser
1 each currency changer
1 each microwave oven w/condiment stand

Stordock Hall, Room 17

1 each soft drink, Pepsi
1 each coffee merchandiser
1 each general merchandiser
1 each currency changer
1 each microwave oven w/condiment stand

MacArthur Hall, Room 139

1 each soft drink, Pepsi
1 each coffee merchandiser
1 each general merchandiser
1 each currency changer
1 each microwave oven w/condiment stand

Ainsworth Hall, First Floor

1 each soft drink, Pepsi
1 each coffee merchandiser
1 each general merchandiser
1 each currency changer
1 each microwave oven w/condiment stand

8. BEP VENDING SERVICE LOCATION & TYPE

Central Services Building, 1st Floor Entry

1 each snack merchandiser

Olson Hall, Room 123

1 each snack merchandiser

Stordock Hall, Room 17

1 each snack merchandiser

MacArthur Hall, Room 139

1 each snack merchandiser

Ainsworth Hall, First Floor

1 each snack merchandiser

9. BEP VENDING SERVICE LOCATION & TYPE

Central Services Building, 1st Floor Entry

1 each soft drink, Coke

Olson Hall, Room 123

1 each soft drink, Coke

Stordock Hall, Room 17

1 each soft drink, Coke

MacArthur Hall, Room 139

1 each soft drink, Coke

Ainsworth Hall, First Floor

1 each soft drink, Coke

10. RENEWAL

Subject to this clause, this MOU shall be reviewed by the parties prior to May 1 each year of the term provided in paragraph 3A of this MOU to see if the MOU should be extended for a further term upon the same terms and conditions as are herein contained in this MOU, unless an earlier termination or amendment is mutually agreeable.

11. NOTICE

Any notice required hereunder shall be delivered or sent to the other party at the address shown below, until and unless such party notifies the other of a change of address for purposes of this paragraph.

DWD/DVR, BEP: Lorie Lange, Program Development Section Chief
Division of Vocational Rehabilitation
201 East Washington Avenue, Room G100
Madison, WI 53703

Canteen: TBD

12. CANCELLATION

BEP reserves the right to cancel this MOU in whole or in part without penalty due to noncompliance of Canteen with the terms, conditions, and specifications of this MOU.

DWD/DVR - BEP: Enid Glenn 3/24/16
Enid Glenn, Deputy Administrator Date

Canteen: Porter Hinton, Division President 5/12/16
Name, Title Date

**State Of Wisconsin
Department Of Veterans Affairs
Wisconsin Veterans Home - King**

**Contractor's Guidelines for Performing Work at the
Wisconsin Veterans Home – King**

I. Introduction

Safety is everyone's responsibility. That includes you and your staff members while you are working on our campus. We are very serious about safety here at King, and we expect all contractors and vendors to be also.

We expect all contractors and vendors to use proper safety procedures at all times while on our campus. We require you to have all the proper tools, PPE, signage, and safety equipment needed to accomplish your business here. Be alert to our signs, and **never** use alcohol on campus. Also, it is your responsibility to have any relevant MSDS sheets available in case of emergency or staff/member inquiries.

II. Agency Representative

- ✚ During normal hours of work (0700-1530) the primary agency contact is:
George Konkol: 715-258-4253
- ✚ For after hours and weekends, the primary agency contact is:
Security: 715-258-5586 extension 2220
- ✚ For extreme emergencies, Security is available 24 hours/day, 7 days/week:
715-258-5586 extension 2220

III. General Safety on the Job

- ✚ The WVH-King is committed to the safety of patients, staff and visitors. All department employees including Contractor's employees are expected to take safety on the job seriously and follow good safety practices. If there is any question regarding the safety of a job task, notify the supervisor or the project manager.
- ✚ The WVH-King have developed and implemented safety policy and procedures to provide a safe and secure environment, free from hazards and risk of injuries to patients, employees, visitors and contractors.
- ✚ At WVH-King safety is a team effort, and everyone working in the Institute must look out for themselves for unsafe practices and correct them or report them for correction.

IV. Contractor Check In

Upon the initial arrival the Contractor is required to check in at the Maintenance Building. During the check-in process a representative of the Buildings & Grounds Department and the Contractor will determine the frequency of future visits throughout the span of the project, provide personal Identification Badges, and necessary entrance keys to have access to their job location

V. Smoking & Tobacco Use

The WVH-King and its grounds are smoke and tobacco free. Do not smoke in any WVH-King buildings or tunnels, or in any vehicles on campus. There is smoking in limited and designated smoking areas. Ask the WVH-King Engineer for details.

Important: Never give smoking materials to any members! Many of them cannot safely smoke without nursing supervision, but this does not stop them from trying. Do not give a light to a member either.

VI. Carrying Concealed Weapons

Concealed carry is prohibited by employees and the public in all buildings of WVH-King. Concealed carry is not prohibited in vehicles driven on campus or parked in the parking lots. However; the weapon must be placed out of plain view from the exterior of the locked vehicle.

VII. Parking

Contractors and their employees must park in designated parking areas only. Only one vehicle will be allowed to park near the job site with prior approval from the Security staff. Violations may result in your vehicle being towed at your expense. **Obey the signs!** We do not consider contractors to be visitors, so don't park in the visitors spots.

VIII. Emergency Plans

We have various emergency plans for just about any contingency. Ask the Security staff for any of them that you might need.

IX. "Person Down" (not on a nursing unit)

Our members are not always the steadiest on their feet or in their wheelchairs. For that matter, if anyone happens to fall or needs some kind of assistance, dial **2222** from any campus phone (715-258-5586 ext. 2222 with your cell phone). You can also use the one of the **Code Blue** systems if it is close enough. This is a direct line to Security staff for emergencies. Stay with the person, but do not try to get them up. They may have a serious injury that could be made worse if they are moved. Encourage them to remain calm and in place until medical staff respond.

X. "Code Blue"

We have a "Code Blue" outdoor emergency call system on campus. It is a direct line to our Security staff at all times of the day or night. Once you press that red button, there is an open speaker for your hands-free use. There are four locations on campus. Look for the blue light at the top of the pole.

XI. Tunnel Transportation

We have an underground tunnel system on campus. It comes in handy at times, especially during the winter. You may use it as you need to. However, be aware that it is a very congested space with lots of traffic at certain times of the day. Make sure you are alert to other vehicles and people who may be walking, and always obey all traffic signs.

XII. State Property Use

The use of State of Wisconsin property such as tools, equipment, vehicles, computer equipment, phones, etc. is strictly controlled. **The best advice is to not do it!**

XIII. Member Relations

Financial dealings of any kind with our members are strictly prohibited. There are State of Wisconsin laws governing this prohibition that have very serious consequences.

Canvassing, peddling, selling, and soliciting on the grounds are authorized only by the WVH-King commandant. These are strictly controlled.

Do not accept any gifts or loans, or purchase any items from our members. Do not give our members anything, especially smoking materials.

The Wisconsin Department of Veterans Affairs is committed to providing and maintaining a work environment free from discrimination and harassment for all our members and our staff. Do not harass any member or staff person while you are at the WVH-King. This will not be tolerated at all.

We consider your conduct towards our members to be governed by the same standards we hold our staff to. We expect you to always treat our members gently, with dignity, and without coercion.

XIV. Ensuring Member Safety

Member safety is paramount. You must act to protect our members and others from contact with unsafe equipment and chemicals, access to hazardous work locations, and from elopement or unauthorized wandering.

If you feel that members or WVH-King staff are intruding into your work areas and creating an unsafe condition, you or your supervisor should contact the WVH-King Security Chief 715-258-5586 ext. 2220 immediately. Do not ever allow members access to your work areas or to any areas you consider to be unsafe.

You must always secure your tools, chemicals, equipment, and all hazardous products to keep them away from our members. Also, stay close to your vehicles or take the keys with you when you leave them around. Never leave them running and vacate the area.

XV. Privacy & Security (HIPAA)

The WVH-King is considered to be a "covered entity" in regards to the HIPAA privacy laws. That means that everyone on campus must comply with HIPAA requirements at all times. This includes all contractors and vendors doing business on campus. You are considered to be "Business Associates" which is defined in the HIPAA law as being responsible for complying with the law. **This is a very serious situation**, both for us and for you. Sanctions associated with HIPAA violations can be civil or criminal penalties, or both, and are regulated and imposed by federal authorities. These penalties are normally monetary in nature but can include imprisonment for serious violations. **And they apply to everyone who works on the campus.**

Never discuss any information regarding our members with other members, our staff, or your co-workers. Do not broadcast any such information over any radios you may be using. Never discuss any member information off-campus after hours. Even the fact that the members live here is considered to be protected health information.

If you need keys to do your job, they will be issued to you via use of our Key Watcher system, but you must adhere to our HIPAA rules. Let your WVH-King contract liaison know where you need to have access. Once you have the keys, guard them and their use closely. Return them to the Key Watcher system in the Security Building **every night before you leave.** Do not take them home. If you do, you can expect a call to return them immediately.

If you are issued keys, you will be responsible for them and their use. Lost or misplaced keys are considered a HIPAA security incident at the WVH-King and are serious matters. Do not loan keys to anyone, and do not provide access to any areas to anyone who is not authorized to be there.

XVI. Please Help Us Stay Safe!!

Please help us comply with all life safety and fire safety codes. We are under constant scrutiny from various federal and State agencies for our compliance with these codes, and for good reasons. If you are doing work in our nursing halls and you do not comply with these codes in your work, we will suffer the

consequences. It could result in a closure of one of our nursing homes, or worse, serious injuries or deaths. If you do not know the codes, our maintenance staff can assist you with them.

Of particular anxiety to us are penetrations through fire walls that are not properly closed up.

XVII. Signage

Appropriate signage required by code/regulation must be posted by the responsible contractor to ensure that the people are aware of the potential risk involving with trespassing.

XVIII. Workplace Setup

All work areas must be marked off with cones, tapes, barriers or other traffic diverters. More than 50% of the width of a hallway may never be blocked without making arrangements with the Buildings & Grounds Superintendent or his/her designee.

- ✚ No impairments to the fire alarms, fire suppression or egress routes can be made without prior arrangements with Buildings & Grounds Superintendent.
- ✚ Tools and materials must be safely secured or packaged when unattended. Items must not be left in a way that could injure staff, patient or visitors.
- ✚ Equipment, tools and materials must also be safeguarded in such a manner to minimize the risk to everyone on grounds.
- ✚ Patients, staff and public areas must be protected from dust, dirt and other construction related contamination. The use of non-combustible dust barrier may be required in some instances.

XIX. Utility Systems

The WVH-King depends on uninterrupted delivery of utilities to operate building life support equipment that is crucial to our daily operations. Any utility shut down must be coordinated with the Buildings & Grounds Superintendent or his/her designee. No Contractor shall turn off any utility valve, circuit or switch.

- ✚ The Contractor is responsible for locating physically all underground utilities prior to beginning the excavation to avoid unplanned outages that can result from accidental damages.
- ✚ Call the utility line locator that is responsible for your work area, and ask for the location and the voltage of underground utility lines and tell them when you are working in that area.
- ✚ Advise co-workers about the digging operation and mark on your blueprints the exact location of the utility lines. Place warning signs along the route, if they are not already posted.
- ✚ Always keep equipment, workers and materials well outside the minimum safety distance.

XX. Use of Potentially Hazardous/Toxic Substances

No Contractor or Servicing Agency will bring a hazardous substance to WVH-King without prior approval from the responsible Department Supervisor or Bureau Director. Contractors and service agencies must maintain copies of applicable SDS on site for the chemicals and materials they are using. The responsible Department Supervisors complete a review of the SDS prior to any product use to ensure product is used properly and all PPE, environmental conditions and reactivity conditions are met. Contractors are responsible for their own employee compliance.

XXI. Designated Entrance and Exit Routes for Contractor Work Activities

The Buildings & Grounds Superintendent or his/her designee shall define entrance and exit routes for Contractors that provides the least amount of interference with the buildings normal business activities. These routes will accommodate the safe transport of construction equipment/debris, construction

employees. No egress routes can be blocked or restricted without prior approval from the Buildings & Grounds Superintendent or his/her designee.

XXII. Security of Doors

Every individual is responsible for ensuring the job site is secure. You are responsible for:

- ✦ Not allowing another person to "tailgate" through an open door. Even if that person should have access; he/she will have a key.
- ✦ Not leaving doors unlocked or prop locked doors open.
- ✦ Ensuring the door is again secured when you leave.

XXIII. Fire Safety in General

- ✦ Coordinate with the owners representative prior to do any Hot Work. All contractors must fill out a hot work permit when this type of work is being performed. (Soldering, Welding, Torch Cutting & Grinding) etc
- ✦ Respond to fire drills.
- ✦ Follow Interim Life Safety Measures (ILSM's).
- ✦ Place ceiling tiles back in place at the end of each day's work when above the ceiling access was required. Each contractor needs to report any broken or damaged ceiling tiles to avoid a LSC violation.
- ✦ Seal fire rated wall penetration with UL approved system.
- ✦ Do not remove or temper with any fire protection or life safety equipment; including Smoke detectors, Strobes, Pull stations, Sprinklers & Fire extinguishers.
- ✦ Do not prop open fire rated or smoke barrier doors, especially stairwell doors.
- ✦ Do not tamper with the latch on fire rated doors (to prevent the door from latching).
- ✦ Do not store equipment or supplies in the corridor or the stairwells.
- ✦ A building will only be placed into bypass when all other alternatives have been looked into. We are only allowed to have a building in bypass for a total of four hours in a 24 hour period.

XXIV. Fire Wall Penetration

All fire & smoke barriers must be sealed when working in the WVH-King's building. Any cutting, opening, or otherwise penetrating fire and or smoke barrier walls must be sealed with appropriate, industry approved fire wall sealing system, such as Hilti Firestop Systems or equal. All such work shall be coordinated with the Agency Representative. Any penetrations found as a result of another contractors work and not repaired please report.

XXV. Confined Space Entry

A confined space has limited or restricted means for entry or exit, and it is not designed for continuous human occupancy. Confined spaces include, but not limited to underground vaults; tanks, storage bins, manholes, pits, silos, process vessels, and pipelines. If you encounter one of these, or an environment similar; please ensure that "Confined Space Entry" procedures are follow through. If you have a question, please contact the Agency Representative. Contractors are responsible for their own employee compliance.

XXVI. Hazardous Materials Spills

If you discover a spill believed to be hazardous or questionable – contact the Agency Representative

XVII. Traffic Control

When project work involves motorized and pedestrian traffic control the State Project Coordinator, the Contractor and the Owner's Representative will determine the safest routes and procedures to facilitate this traffic. Contractor will provide flagman to control traffic. Restriction of any roadway on WVH-King must be coordinated in advance with the Agency Representative.

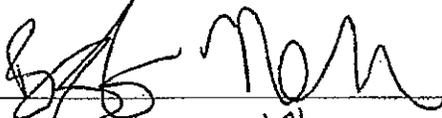
Contractor's Guidelines for Performing Work at the
Wisconsin Veterans Home -- King

Contractor's Acknowledgement

I hereby acknowledge that:

- I have read and understand the contents of these guidelines.
- I am responsible for my staff and my safety.

Signed: _____



Name: _____

Bob Nelson

Title: _____

Customer Service Manager

Company: _____

Conteen Verding

April 15, 2016

Ms. Lorie Lange
Program Development Section Chief
Division of Vocational Rehabilitation
201 E. Washington Avenue, Room G100
Madison, WI 53703

Re: Memorandum of Understanding ("MOU") between Wisconsin Business Enterprise Program ("BEP") and Compass Group USA, Inc. by and through its Canteen Vending Services Division ("Canteen")

Dear Ms. Lange:

This supplemental agreement ("Supplement") sets forth additional terms and conditions in connection with the provision of the vending services and unattended vending services ("Services") by Canteen at King Veterans Home ("Premises").

- 1) **Obligations:** The parties' respective obligations in connection with the provision of Services are as follows:

Pursuant to its contract with King Veterans Home in accordance with the Randolph Sheppard Act, the BEP grants to Canteen, as an independent contractor, the right to provide the Services and to install vending and other related equipment (collectively, the "Equipment") to dispense food, beverage, and sundry products supplied by Canteen ("Products") at the Premises. Canteen will install, maintain, and service the Equipment in a sanitary manner in accordance with industry standards and all federal, state, and local laws. BEP has no right, title, or interest to Equipment or Products, and shall not assert or disturb rights, title, or interest to any Equipment, inventory, or other property furnished or installed by Canteen on the Premises. Except to the extent necessary in connection with Services provided hereunder, BEP shall not otherwise operate, remove, or tamper with such Equipment, Products, or other property.

BEP shall ensure that Canteen is provided with the necessary space, trash removal, extermination services, and utilities to permit the sanitary operation of the Services at the Premises.

- 2) **Financial Terms:** Canteen will provide the Services on a profit and loss basis, whereby Canteen shall retain all income derived and bear all costs of operation, resulting from the provision of the Services. The initial Products and prices for the Services are determined by Canteen and based upon distribution and Product costs in the market. Therefore, the prices may be adjusted by Canteen in the event of any changes in the market conditions. In the event of excessive Product theft or Product loss (due to food security, safety, or other issues at the Premises), Canteen may increase pricing commensurately. Furthermore, at the time of any potential renewals under the MOU, Product prices may be adjusted by Canteen at a rate equal to the greater of the then-current, relevant rate published for the ECI or CPI.
- 3) **Section 11, Notice:** Canteen notices shall be sent to: Compass Group USA, Inc. by and through its Canteen Vending Services Division, 171 Covington Drive, Bloomingdale, IL 60108 Attn: Mr. Porter Hinton, Division President, with a copy to: Compass Group USA, Inc., 2400 Yorkmont Road, Charlotte, NC 28217 Attn: (i) General Counsel; and (ii) President, Canteen Vending Services Division.
- 4) **Section 12, Cancellation:** Canteen shall be provided the right to cure a default under the MOU, within thirty (30) days after receipt of written notification thereof, before the BEP can then terminate the MOU upon ten (10) days prior written notice.
- 5) **Equal Employment Opportunity Certification:** The parties shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require

that the parties take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

- 6) **Information Technology:** In connection with the Services being provided hereunder, Canteen may need to operate certain information technology systems not owned by the BEP or Kings Veteran Home ("Non-BEP Systems"), which may need to interface with or connect to BEP or Kings Veteran Home networks, Internet access, or information technology systems ("Premises Systems"). Canteen shall be responsible for all Non-BEP Systems, and BEP or Kings Veteran Home shall be solely responsible for the Premises Systems, including taking the necessary security and privacy protections as are reasonable under the circumstances. If Canteen serves as the merchant-of-record for any credit or debit card transactions in connection with any of the Services provided hereunder, then Canteen will be responsible for complying with all applicable laws, regulations and payment card industry data security standards related to the protection of cardholder data ("Data Protection Rules"). If Non-BEP Systems interface with or connect to Premises Systems, then the BEP or Kings Veteran Home, as applicable, agrees to implement forthwith upon request from Canteen, at its own expense, the changes to the Premises Systems that Canteen reasonably requests and believes are necessary or prudent to ensure Canteen's compliance with the Data Protection Rules. Each party shall indemnify, defend and hold harmless the other party from all claims, liabilities, damages and costs (including reasonable attorneys' fees) to the extent caused by the indemnifying party's failure to comply with its obligations in this section.
- 7) **Indemnification:** Canteen shall indemnify, defend and hold harmless the BEP and King Veterans Home from all claims and liabilities that may arise in connection with the provision of the Services, to the extent such claims are caused by the negligent acts or omissions or breach of the terms of the MOU or the Supplement by Canteen or its employees.

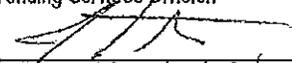
The parties hereby agree to the terms of the MOU, as modified by this Supplement, as of the 15th day of April, 2016.

ACCEPTED AND AGREED:

Wisconsin Business Enterprise Program

By: 
Name: Enid Glenn
Title: Deputy Administrator
Date: 5/12/16

Compass Group USA, Inc. by and through its
Canteen Vending Services Division

By: 
Name: PORTER HINTON
Title: DIVISION PRESIDENT
Date: 5/12/16