

AGREEMENT TO RE-OPEN COUNTRY COTTAGE RESTAURANT

The Oklahoma State Department of Health ("OSDH" or "Department") and Ken and Cindy Moore ("Operators"), who operate the Country Cottage Restaurant ("Country Cottage" or "Restaurant"), which is located at 6570 HWY 82 S., Locust Grove, OK 74352, enter into this Agreement for the purpose of memorializing their agreement of the specific conditions the Operators must satisfy in order to re-open the Country Cottage Restaurant. The OSDH and the Operators may be referred to collectively as the parties. The parties agree that:

1. Upon notice from the Operators that Country Cottage is ready for inspection, OSDH will inspect Country Cottage and there cannot be any critical violations on the Inspection Report or Country Cottage will not be allowed to reopen until an inspection by OSDH reveals no critical violations at the conclusion of the inspection.
2. Country Cottage must properly disconnect the private well located on the restaurant premises from water lines that supply the restaurant. Drinking water at the Restaurant shall be from an approved public water system. Country Cottage's drinking water system shall meet the requirements of OAC 310:257-9-2, and the Restaurant's drinking water quality shall meet the requirements of OAC 310:257-9-4. Country Cottage's drinking water system shall be received from a source meeting the requirements of OAC 310:257-9-10. The Restaurant's plumbing system shall meet the requirements of OAC 310:257-9-13. The establishment's drinking water supply system shall have backflow prevention devices that meet the requirements of OAC 310:257-9-16. The Restaurant's drinking water system shall meet the requirements of OAC 310:257-9-17 and 310:257-9-28 for water conditioning devices and inspections. The Restaurant's sewage disposal system shall meet the requirements of OAC 310:257-9-52. Country Cottage shall comply with any further plumbing and sewage issues as determined by the Department.
3. The Operators shall not employ persons at Country Cottage without determining by interview that said persons do not have a diarrheal illness. Further, the Operators will exclude an employee from working at the Country Cottage if the employee has a diarrheal illness and comply with Food Rule 310:257-15-32, if applicable.
4. Country Cottage must allow repeat testing (environmental swabbing) of the interior of the Restaurant upon request.
5. Country Cottage shall conduct a standard thorough cleaning and disinfection of all floors, walls, tables, coolers, food preparation surfaces and food serving surfaces at the Restaurant. OSDH shall provide the Operators with the protocol for the cleaning and disinfection.
6. The Operators shall complete the installation of a three-compartment sink that was being installed at the time the Restaurant closed.
7. All bathrooms must be fully operational and a monitoring system for employee hand-washing must be implemented.
8. The Operators shall require each employee of Country Cottage who is not a manager or owner of the Restaurant to attend and complete a food-handlers class to be conducted at Country Cottage within 30 days of the date of the execution of this Agreement.

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9. That each kitchen manager and owner who works at Country Cottage shall obtain a Food Service Manager's Certificate by attending training for food service managers conducted by representatives of the Oklahoma Restaurant Association (call 405-942-8181 to arrange) within 30 days of the full execution of the date of this Agreement. Within three business days of obtaining the Food Service Manager's Certificate, each manager and owner shall provide a copy of the Certificate to the OSDH Consumer Protection Division.

10. The Operators shall ensure that the entire facility is maintained and cleaned as necessary to maintain compliance with the Oklahoma State Department of Health regulations.

11. The Operators shall use monitoring plans applicable to the facility to monitor cleaning, food temperature, and other regulatory requirements that are identified during routine inspections for a year from the date of the execution of this Agreement. The Operators may discontinue monitoring one year from the execution of this Agreement unless a subsequent agreement or administrative order requires otherwise.

This Agreement is effective on the date the Commissioner or his designee signs below.

James M. Crutcher
JAMES M. CRUTCHER, M.D., M.P.H.
Commissioner of Health and
Secretary of Health

Kenneth D. Moore
KENNETH D. MOORE, Owner

Linda Moore
LINDA MOORE, Owner

APPROVED AS TO FORM:

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