



DISTRICT OF COLUMBIA DEPARTMENT OF CORRECTIONS

Program Statement

OPI:	Operations
Number:	2120.3B
Supersedes:	2120.3A (2/21/08)
Date:	December 10, 2010
Subject:	Food Service Program

1. **PURPOSE AND SCOPE.** To establish procedures for food service for inmates housed in the DC Department of Corrections' (DOC) Central Detention Facility (CDF) and the Corrections Corporation of America's (CCA) Correctional Treatment Facility (CTF).

2. **POLICY**
 - a. It is DOC policy to ensure the food services operation for inmates/ defendants complies with federal and local law and regulations, accreditation standards, policies and procedures and best practices for health, dietary, life safety, security, and environmental safety and sanitation.

 - b. The food services contractor shall maintain American Correctional Association (ACA) Accreditation of the food service facilities at the CDF and CTF throughout the life of the contract.

3. **APPLICABILITY**
 - a. DOC contracts with a food service provider to manage and operate the food service program at the CDF and CTF.

 - b. This policy applies to DOC employees, contract food service employees and inmates confined at the CDF and CTF.

 - c. The DOC Deputy Warden for Support Services is the Contracting Officer's Technical Representative (COTR). The COTR shall provide general administration of the contract, advising the Contracting Officer as to the contractor's compliance or non-compliance with the contract. The COTR shall ensure day-to-day monitoring and oversight of the contract to ensure the contractor and DOC conforms to contractual requirements, responsibilities and authorities.

4. **PROGRAM OBJECTIVES.** The expected results of this program are:
 - a. DOC provides contractual administration of the food service program.

- b. Inmates receive nutritionally balanced meals at regular times during each 24 hour period and meals meet recommended dietary allowances and accommodate established therapeutic/medical and religious/special dietary needs.
- c. Food service areas, to include dining and food preparation areas and equipment, are regularly inspected with documented findings to ensure compliance with national and local health and safety codes.
- d. The potential for risks are minimized when food service employees and inmate workers are trained in the use of equipment and safety procedures for an environmentally safe and sanitary food service operation.

5. NOTICE OF NON-DISCRIMINATION

- a. In accordance with the D.C. Human Rights Act of 1977, as amended, D.C. Official Code §2.1401.01 et seq., (Act) the District of Columbia does not discriminate on the basis of race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, familial status, family responsibilities, matriculation, political affiliation, genetic information, disability, source of income, status as a victim of an intra-family offense or place of residence or business. Sexual harassment is a form of sex discrimination that is also prohibited by the Act. Discrimination in violation of the Act will not be tolerated. Violators will be subject to disciplinary action.
- b. DOC prohibits discrimination against inmates based on race, religion, national origin, gender, sexual orientation, disability, or any other type of prohibited discrimination when making administrative decisions in providing access to programs.

6. DIRECTIVES AFFECTED

a. Directives Rescinded

- 1) PS 2120.3 Food Service Program (8/15/05)
- 2) PS 4740.1 C Culinary Workers Examination and Daily Workers Inspection (1/12/01)
- 3) PS 6090.1 Special Diets (3/6/92)

b. Directives Referenced

- 1) PS 2920.8 Environmental Safety and Sanitation Inspections and Abatement

7. **AUTHORITY**

- a. DC Code § 48-101 et seq. Food and Drugs Enforcement measures; rules and regulations, Subtitle I. Food [Formerly § 33-104].
- b. DC Municipal Regulations Title 25 – Food and Food Operations
- c. The DOC Food Service Contract and all modifications and amendments, an agreement between the District of Columbia and the contractor, hereinafter referred to as “The Contract”.
- d. Food Code, Food and Drug Administration, US Dept. of Health and Human Services, Public Health Service, 2009.
- e. Applied Food Services Sanitation-Serve Safe, Fourth Edition, Educational Foundation of the National Restaurant Association, 3rd Edition.
- f. Health Insurance Portability and Accountability Act of 1996 (HIPPA), DC Privacy Rules.

8. **STANDARDS REFERENCED**

- a. ACA, 4th Edition Performance-Based Standards for Adult Local Detention Facilities: 4-ALDF-1A-01, 4-ALDF-1A-02, 4-ALDF-1A-03, 4-ALDF-1A-07, 4-ALDF-1C-09, 4-ALDF-1C-10, 4-ALDF-1C-11, 4-ALDF-1C-13, 4-ALDF-2A-09, 4-ALDF-2A-59, 4-ALDF-2D-01, 4-ALDF-2D-02, 4-ALDF-4A-01 through 4-ALDF-4A-04, 4-ALDF-06 through 4-ALDF-4A-18, 4-ALDF-5C-11, 4-ALDF-7B-03 and 4-ALDF-7B-04.
- b. National Commission on Correctional Health Care, 2003, Standards for Health Services in Jails: J-B 02 and J-B-03

9. **MEAL SERVICE**

- a. *Correctional Guidelines for Food Service*
 - 1) Inmates in segregation shall be served the same food as the general population, except when an alternative meal has been approved in accordance with this directive.
 - 2) All meals are served under direct staff supervision.
 - 3) Food shall not be used as a disciplinary measure. Food shall not be withheld, nor the standard menu varied, as a disciplinary sanction for an individual inmate.

- 4) When an inmate uses food or food service equipment in a manner that is hazardous to self, staff, or other inmates, DOC shall provide alternative meals. Alternative meal service for safety considerations shall meet basic nutritional requirements and occurs with the written approval of the Warden and Chief Medical Officer. The substitution period should not exceed seven (7) days.
 - 5) No food products shall be grown or produced in the DOC system.
- b. *Contractor.* The contractor shall provide food services to the inmate population at the CDF and CTF pursuant to the contractual agreement and at a minimum, shall:
- 1) Purchase, maintain and provide all food supplies involved in carrying out the food service operation as set for in the contractual agreement.
 - 2) Provide and maintain written verification compliance with local and state regulations regarding food service.
 - 3) While using established dietary standards and portion control guidelines, provide three (3) nutritious and pork/pork product free meals per day, 365 days per year.
 - 4) Prepare at least two (2) hot meals, at regular intervals during each 24-hour period, with no more than 14 hours between dinner and breakfast. Variations regarding hot meals may be allowed to meet weekend and holiday food service demands provided basic nutritional goals are met.
 - 5) *Alternative Meals Program.* Provide alternative meals to meet therapeutic/medical diets, religious/special diets, snacks for diabetics and pregnant female inmates and bagged lunches for inmates who are in court or admitted into the facility during hours outside of the meal service schedule.
 - a) *Bagged Meals.* The contractor shall only provide bagged meals to inmates who are in court or committed to the facility after the dinner hour or when DOC approves based on emergency conditions. Bagged meals shall meet dietary requirements.
 - b) *Therapeutic/Medical Diets.* The contractor shall provide diets meals based upon written prescription from appropriate medical and dental personnel. Medical diets shall conform as closely as possible to meals served to other inmates. The contractor health care services provider shall review/update inmate therapeutic/ medical diet prescriptions at least every ninety (90) days. Inmates cannot substitute religious diets or meals served during religious celebrations when prescribed to receive a therapeutic/ medical diet.

- c) *Religious Diets.* DOC Chaplains shall notify the food service provider of inmates eligible to receive a religious diet. The Chaplain shall review/update the approved list at least every 90 days. Religious/special diets shall conform as closely as possible to meals served to other inmates.

6) *Menu Planning*

- a) The contractor shall develop and substantially follow planned menus and menu schedules that comply with Recommended Dietary Allowances (RDA) and Dietary Guidelines.
- b) The contractor shall develop menus and prepare meals in observance of holidays such as Thanksgiving, Christmas and Eid (meal at the end of Ramadan).
- c) The contractor shall use tested recipes and shall consider food flavor, texture, temperature, appearance and palatability in planning and preparations of meals.
- d) A registered dietitian shall review the entire meal program at least annually for compliance with the recommended dietary allowance and nutritional adequacy of the menu and menu planning effectiveness. Menu evaluations are conducted at least quarterly by food service supervisory staff to verify adherence to the established basic daily servings.
- e) Food service menu planning will include a determination of and responsiveness to inmate eating preferences through a food service inmate survey.

10. PERSONNEL REQUIREMENTS

a. Contractor

- 1) *Staffing Levels.* Provide adequate levels of certified and trained personnel pursuant to the approved staffing plan. A person who is experienced in food service management supervises food service operations.
- 2) *Staffing Contingency Plan.* The contractor shall develop a contingency plan for providing food services in the event of staffing emergencies (employee strikes or sick outs, inmate riots and lock downs).
- 3) *Medical Clearance.* Maintain documentation of each employee's pre-employment and annual health examination that certifies the individual suitable to work in food services.
- 4) *Personal Protection Equipment.* The contractor shall ensure contract employees wear all required safety equipment

- 5) **Uniforms.** The contractor shall ensure all contract workers wear the approved uniform. Uniforms shall be clean, in good repair, shall fit appropriately for a correctional work environment and shall not be worn in such a manner that could cause them to become caught in machinery. Employee uniforms and employee civilian attire shall meet standards set forth in Pursuant to PS 3360.2 *Employee Appearance and Attire*.
 - 6) ***Employee Conduct and Security.*** Ensure employee's conduct complies with DC laws, DOC policies and related standards of conduct and security operations outlined in the contractual agreement and as subsequently updated.
 - 7) ***Training.*** Document initial and on-going training and supervision to include safe handling, preparation and serving of food and safety procedures for working in the food service department.
- b. **DOC**
- 1) ***Pre-Employment Suitability.*** Conduct pre-employment background checks and drug testing for each proposed contract employee and determine if employee meets criteria to work within the DOC correctional environment. The current background check includes past employment, reference and education checks.
 - 2) ***Drug and Alcohol Screening.*** Conduct pre-employment and random mandatory drug and alcohol screening of contract employees
 - 3) ***Orientation and Annual Correctional Training.*** Pursuant to PS 3700.2 *Employment Training and Staff Development* DOC shall provide Orientation and annual training for new full-time, part time and clerical support contract food service employees.
 - 4) ***Accidents and Injuries.***
 - a) Pursuant to PS 6000.1 *Medical Management* the DOC health care provider shall provide first response services to an injured or ill employee for the purpose of assessment, stabilization and referral to an outside provider.
 - b) The health care provider shall arrange for DC Fire and Emergency Medical Services (DCFEMS) to transfer a seriously injured/ill employee by ambulance to the nearest hospital.
 - c) The health care provider shall not be responsible for the ongoing medical management of an employee.
 - d) DOC shall conduct investigations and documentation of serious worker injuries and in conjunction with the DOC Risk Management program, analyze problems identified and corrective actions taken.

INMATE WORKERS

- a. *Contractor.* The contractor shall provide and document:
 - 1) Technical instruction/direction to inmates regarding food preparation techniques, methods and processes, food storage and sanitation that meets the National Restaurant Association (NRA) Serv-Safe standards; and
 - 2) Work safety orientation to include but not be limited to equipment safety and accident prevention.
 - 3) Pursuant to PS 4210.2 *Inmate Institutional Work Program*, the contractor shall prepare and submit performance evaluations for inmates involved in food preparation.
 - 4) The contractor shall control use of keys, tools and culinary equipment pursuant to security policies and procedures in accordance with PS 5320.1 *Key Control* and PS 5022.1 *Tool Control*.
 - 5) Staff assigned to the food service areas where tools are stored and/or used shall ensure that the tools assigned to them are used, stored and accounted for as required by PS 5022.1.
 - 6) The contractor shall maintain custody and control of items that may be used in the manufacture of contraband beverages and shall maintain accurate records of use and inventory of all such items.
- b. *DOC and CCA/CTF.* Pursuant to respective policies and procedures for inmate institutional work programs, each Warden shall:
 - 1) Classify and provide an adequate number of inmate workers who meet security criteria.
 - 2) Provide medical examinations to determine that each inmate meets health requirements prior to placement in food services work assignments.
 - 3) Provide inmates with work shoes, uniforms and any other required personal protection equipment.
 - 4) Regularly launder and allow culinary workers to exchange work clothing.
 - 5) Provide direct security supervision and control of inmates who prepare, plate, and deliver food and provide sanitation of the food service area.
 - 6) No inmate or group of inmates shall be given control or authority over other inmates.

- 7) Pursuant to PS 5009.2 *Searches of Inmates, Inmate Housing Units, and Work and Program Areas* and PS 4210.2 *Inmate Institutional work Program*, DOC shall search inmates to ensure control of contraband.

11. PHYSICAL PLANT

- a. *Preventive Maintenance*. The contractor shall maintain a preventive maintenance program that shall include documentation of:
 - 1) A written preventive maintenance plan, utilizing qualified equipment service technicians to perform preventive maintenance on each piece of equipment per the manufacturer's recommendations;
 - 2) A contingency response plan in the event of failure of equipment, power outages, fires or other catastrophic events that may curtail or impact on the normal facility operation;
 - 3) Safety guards are properly installed on equipment and they are promptly repaired or replaced;
 - 4) The prompt repair or replacement of equipment to prevent disruption in the delivery of food service to the inmates; and
 - 5) The emergency repair or replacement of equipment in life-threatening situations.
- b. *Environmental Conditions*
 - 1) DOC
 - a) DOC shall pursuant to PS 7500.2 *Facilities Management* maintain lighting, air quality, indoor and water temperatures that meet building codes and promote required environmental conditions in the culinary unit and in inmate housing units where meals are served.
 - b) DOC shall ensure there is an adequate fire protection service.
 - c) DOC shall clean the culinary unit pursuant to the *Culinary Master Cleaning Schedule* (Attachment A).
 - d) DOC shall ensure vermin and pest control through monthly inspections and regular extermination by a qualified pest control specialist.
 - e) DOC and the contractor shall dispose of liquid and solid waste in compliance with applicable government regulations.

- f) DOC shall maintain toilet facilities and washbasins in the food services area.
- g) All food handlers shall be instructed to wash their hands and the exposed portions of their arms with soap and warm water on reporting to duty; before meal preparation and serving; after eating, drinking or using toilet facilities and as often as necessary to keep them clean.
- h) All food service employees, inmate workers, inspectors and all visitors shall adequately cover their hair with a hat or hairnet and beard-guards when in the culinary area.

2) *Contractor*

a) *Environmental Safety and Sanitation.*

- (1) The contractor shall maintain, inspect and document sanitary and safe conditions that meet federal and local health and safety codes and ACA Standards.
- (2) The contractor shall purchase and use janitorial products pursuant to security requirements and environmental preference.

b) *Food Storage*

- (1) The contractor shall store all foods in sanitary temperature controlled storage areas that comply with NRA requirements. Stored shelf goods are maintained at (45) to (80) degrees Fahrenheit, refrigerated foods at (35) degrees to (40) degrees Fahrenheit, and frozen foods at (0) degrees Fahrenheit or below. Temperatures are checked and recorded daily.
- (2) The contractor shall store dry goods in a clean, dry, ventilated area not subject to wastewater, backflow or other contamination.
- (3) The contractor shall store soap, detergents, waxes, cleaning compounds, etc. in a locked storage area separate from food supplies.

c. *Emergency Response and Evacuation Plan*

- 1) DOC shall ensure that the institution has a written evacuation plan prepared in the event of fire or major emergency that is certified by an independent, outside inspector trained in the application of national fire safety codes.

- 2) DOC shall train food service personnel in the implementation of written emergency plans.
 - 3) Food service personnel shall participate in emergency drills as required.
 - 4) The contractor shall develop a contingency plan for providing food services in the event of emergency situations that threaten institutional security as identified in PM 5031.1CDF *Emergency Plan* and PM 2920.5 *Emergency Response and Evacuation Plan*. The plan shall include designation of off-site locations for food preparation, alternative staffing plans, alternative sources of food and food products, alternative means of delivering food and food products and other issues required to respond to the emergency or catastrophic event.
- d. *Inspections*
- 1) *Contractor*. The contractor shall conduct and document the following inspections and subsequent corrective actions taken:
 - a) Daily inspections of contract employees and document that each individual shows no obvious signs of infection or illness; that hands, fingernails and clothing are clean; and that they have no rashes, skin or wound infections or that the employee was not allowed to work when any one of the conditions were observed.
 - b) Daily, weekly and other regularly established environmental, and life safety inspections and corrective action to conform to ACA Standards.
 - c) That food upon delivery, while in storage and during preparation and serving, is free from spoilage, damage, pest infestation and filth or other contamination and is safe for human consumption.
 - d) Daily testing and documentation that during preparation and serving, cold foods are maintained and served at a temperature below 41°F and hot foods are maintained and served at a temperature above 140°F.
 - e) Daily testing and documentation that water temperatures for dishwashers on the final rinse shall be 180°F. If sanitizer is used, the dishwasher water temperature shall be between 140° and 160°F.
 - 2) *DOC*
 - a) The Officer-in-Charge (OIC) shall conduct daily inspection of all inmate culinary workers and document that each inmate worker shows no obvious signs of infection or illness; that hands, fingernails

and clothing are clean; and that they have no rashes, skin or wound infections or that the inmate was not allowed to work when any one of the conditions were observed (Attachment B).

- b) The OIC shall conduct daily inspections of the culinary unit pursuant to PS 2920.8 *Environmental Safety and Sanitation Inspections and Abatement* (Attachment C)
 - c) The DOC Food Service Contract Monitors shall monitor and document contractor and DOC compliance with daily food service operational requirements. The Monitor shall report deficiencies to the contractor and the Deputy Warden for Support Services.
 - d) The DOC Environmental Safety Officer and Food Service Contract Monitors shall conduct and document weekly environmental safety and sanitation inspections of the culinary department for compliance with the *Master Cleaning Schedule* (Attachment A).
 - e) The DOC Safety Officer shall conduct monthly inspections of the culinary unit and housing units to ensure compliance with applicable environmental safety and sanitation standards and regulatory codes.
 - f) The DOC Fire Safety Officer shall conduct monthly inspections for the contractor's compliance with safety and fire prevention standards, cite deficiencies and monitor corrective actions and shall conduct at least annual fire drills and other fire safety activities.
 - g) The DOC Fire Safety Officer shall inspect and test fire equipment at least monthly.
 - h) Each quarter the DOC Food Services Contract Monitor shall inspect the food service operations at CDF and CCA/CTF for compliance and complete a Contract Monitor Checklist. (Attachment D).
- 3) *Inspections by External Agencies*
- a) DOC shall request that the Department of Health (DOH) Food Protection Branch's perform a quarterly inspection and documentation of the food service operation compliance with established governmental health and safety codes.
 - b) The DC Fire and Emergency Services (DCFEMS) shall inspect and document that the food service area is in accordance with the fire safety codes of the authority having jurisdiction.
 - c) The facility's potable water is certified by an independent, outside source to be in compliance with jurisdictional laws and regulations.

12. QUALITY ASSURANCE

- a. The contractor shall follow written budgeting, purchasing, and accounting procedures to ensure nutritional and economical meals and minimum waste, expenditure cost accounting to determine cost per meal per inmate, estimation of food service requirements, and the purchase of supplies at wholesale and other favorable process and conditions.
- b. The contractor shall maintain records of day-to-day operational and contractual issues.
- c. The contractor shall conduct and document daily and other regularly established inspections and audits for compliance in with ACA Standards.
- d. The contractor shall take appropriate corrective action when deficiencies are cited and shall maintain records of compliance.
- e. Pursuant to PS 4030.1 *Inmate Grievance Procedures*, the contractor shall investigate and provide a written response and documentation to the COTR when inmates file complaints and grievances related to food services. The contractor shall take and document when all corrective action taken.

13. CONTRACT MONITORING

- a. *Meetings*. The contractor shall meet not less than twice monthly with the COTR and other designated DOC and CCA/CTF officials and line staff to address the food services operations, factors that require improvement and all other findings and recommendations for corrective action.
- b. *Reports*. Pursuant to the contractual agreement the contractor shall maintain and submit the following reports to the COTR:
 - 1) An accurate monthly billing and report of the number and type of meals served (meal types include regular, bagged, therapeutic, religious and holiday);
 - 2) A monthly report that contains:
 - a) Weekly snapshots of food and food service products used in the preparation, delivering and meal service;
 - b) The percentage of meals prepared, plated and delivered pursuant to the established schedule;
 - c) The percentage of meals that conformed to temperature requirements at preparation and plating;

- d) The average daily down time of specific services because of inoperable essential and non-essential kitchen equipment. Critical equipment includes but may not be limited to ovens, kettles, steam tables, conveyers, dishwashers, mixers, the grease disposal system, freezers and refrigeration units; and
 - e) Related styro-foam tray use.
- 3) Copies of findings, corrective actions and recommendations based upon self-inspections and audits



Devon Brown
Director

Attachment A	Culinary Master Cleaning Schedule
Attachment B	Daily Food Handlers Inspection Sheet
Attachment C	Culinary Inspection Report
Attachment D	Contract Monitor Audit Checklist