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			Approving Authority	Thomas Faust Director	
SUBJECT:	FOOD SERVICE PROGRAM				
NUMBER:	2120.3E				
Attachments:	Attachments A-J				

SUMMARY OF CHANGES:

Section	Change
Change Notice 13-004	<i>Change Notice CN-13-004, "Food Service Program" has been rescinded</i>
§9,	<i>Revisions to "§9, 4) -5) MEAL SERVICE"</i>
§13	<i>In2Work Program details have been added along with attachments.</i>

APPROVED:



Thomas Faust, Director

4/27/2015

Date Signed

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1. **PURPOSE AND SCOPE.** To establish policies 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) under contract with DOC.
2. **POLICY**
 - a. Food services operation for inmates/defendants shall comply with federal and local laws 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 Deputy Director for Management Support or designee is the Contract Administrator (CA). The Contract Administrator shall provide general administration of the contract, advising the Contracting Officer as to the contractor's compliance or non-compliance with the contract. The Contract Administrator shall ensure day-to-day monitoring and oversight of the contract to ensure the contractor and DOC conform to contractual requirements, responsibilities and authorities.
4. **PROGRAM OBJECTIVES.** The expected results of this program are:

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b. Directives Referenced

- 1) PM 2920.5 Emergency Response and Evacuation Plan
- 2) PP 2920.8 Environmental Safety and Sanitation Inspections
- 3) PM 3360.2 Employee Attire
- 4) PP 3700.2 Employee Training and Staff Development
- 5) PP 4030.1 Inmate Grievance Procedures (IGP)
- 6) PP 4210.2 Inmate Institutional Work Program
- 7) PP 4410.1 Religious Programs
- 8) PS 5009.2 Searches of Inmates, Inmate Housing Units, Work and Program Areas
- 9) PS 5022.1 Tool Control
- 10) PS 5031.1 CDF Emergency Plan
- 11) PS 5320.1 Key Control
- 12) PM 6000.1 Medical Management
- 13) PP 7500.2 Facilities Maintenance

7. AUTHORITY

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- a. D.C. Code § 24-211.02, Powers; promulgation of rules
- b. D.C. Code § 48-101 et seq., Food and Drugs Subtitle I, Food.
- c. DC Municipal Regulations Title 25A – Food and Food Operations
- d. 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”.
- e. Food Code, Food and Drug Administration Food Code, US Dept. of Health and Human Services, Public Health Service, 2009, and the Supplement to the 2009 FDA Food Code, September 29, 2011.
- f. Applied Food Services Sanitation, Educational Foundation of the National Restaurant Association, 4th Edition.
- g. 45 C.F.R. 164.501 et.seq., Health Insurance Portability and Accountability Act of 1996 (HIPAA).

8. STANDARDS REFERENCED

- a. ACA, 4th Edition Performance-Based Standards for Adult Local Detention Facilities: 4-ALDF-2A-59, 4-ALDF-4A-03, 4-ALDF-4A-04, 4-ALDF-4A-05, and 4-ALDF-06 through 4-ALDF-4A-18.

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.

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- 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 any 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.
 - 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.
- 1) *Alternative Meals Program.* Alternative meals shall be provided 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.
 - 2) *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.
 - 3) *Therapeutic/Medical Diets.* The contractor shall provide therapeutic/medical meals based upon a written prescription from appropriate medical and dental personnel. These diets shall conform as closely as possible to meals served to other inmates. Inmates cannot substitute religious diets or meals served during religious celebrations when prescribed to receive a therapeutic/medical diet.
 - 4) *Religious Diets.* Religious/special diets shall conform as closely as possible to meals served to other inmates.

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- a) During the initial intake interview, Case Managers shall query the inmate regarding a religious preference and shall enter this information in the Jail and Community Corrections System (JACCS).
 - b) The DOC Office of Chaplaincy Services shall consult with faith groups represented in the CDF/CTF inmate population in order to validate and approve reasonable religious diet or special meal requests.
 - c) The Office of Chaplaincy Services shall coordinate provisions for inmate religious groups to have appropriate ceremonial or commemorative meals. The religious/special diets shall be similar to meals served to other inmates.
 - d) DOC shall restrict the religious diet program to inmates identified by the religious preference reflected in the inmate's institutional file and/or JACCS.
 - e) As each meal is served, the Correctional Officer supervising the meal delivery shall check each inmate locator card for dietary restrictions and ensure that the designated tray is issued to the proper inmate.
 - f) DOC shall approve public religious fasts that are regulated by religious law or custom for the faith group. Each fast shall have a specific start and ending time. Upon conclusion of the fast, DOC shall provide a meal that is nutritionally equivalent to the missed meal.
- 5) *Menu Planning*
- a) The contractor shall develop and follow planned menus and menu schedules that comply with Recommended Dietary Allowances (RDA) and Dietary Guidelines.

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- b) The contractor shall use tested recipes and shall consider food flavor, texture, temperature, appearance and palatability in planning and preparations of meals.
- c) A registered dietitian shall review the entire meal program at least annually for compliance with the recommended dietary allowance, nutritional adequacy of the menu and menu planning effectiveness.

10. PERSONNEL REQUIREMENTS

a. Contractor

- 1) *Staffing Levels.* The contractor shall provide adequate levels of certified and trained personnel pursuant to the approved staffing plan. A person who is experienced in food service management shall supervise food service operations.
- 2) *Staffing Contingency Plan.* The contractor shall develop a contingency plan for providing food services in the event of staffing emergencies.
- 3) *Medical Clearance.* The contractor shall maintain documentation of each contract employee's pre-employment and annual health examination that certifies that the individual is suitable to work in food services.
- 4) *Personal Protection Equipment.* The contractor shall ensure that all contract employees wear all required safety equipment.
- 5) *Uniforms.* The contractor shall ensure all contract employees 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 PM 3360.2, *Employee Attire*.
- 6) *Employee Conduct and Security.* All employee conduct must comply with DC laws, DOC policies and related standards of conduct and security operations outlined in the contractual agreement and as subsequently updated.

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7) *Training.* The contractor shall 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.* A pre-employment background check and drug testing shall be conducted by DOC for each proposed contract employee.
- 2) *Drug and Alcohol Screening.* The DOC shall conduct pre-employment and random mandatory drug and alcohol screening of contract employees.
- 3) *Orientation and Annual Correctional Training.* Pursuant to PP 3700.2, *Employee Training and Staff Development*, the DOC shall provide Orientation and annual training for all contract food service employees who work in the CDF and CCA/CTF.
- 4) *Accidents and Injuries.*
 - a) Pursuant to PM 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.

11. PHYSICAL PLANT

- a. *Preventive Maintenance.* The food service contractor shall maintain a preventive maintenance program that shall include documentation of:

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- 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) Properly install safety guards on equipment and ensure 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 PP 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 adequate fire protection equipment and maintenance.
 - 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.

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- 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.

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- (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 PS 5031.1, “CDF *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 was observed.

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- 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°F 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. This information shall be documented on the Daily Food Handlers Inspection Sheet (Attachment B).
- b) The OIC shall conduct daily inspections of the culinary unit pursuant to PS 2920.8, *Environmental Safety and Sanitation Inspection*, and document all findings on the Culinary Inspection Form (Attachment C).
- c) The DOC Food Service Contract Monitors shall monitor and document contractor and DOC compliance with daily food service

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operational requirements. The Monitor shall report deficiencies to the contractor and the Contract Administrator for Food 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 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 DOC Food Service Monitoring and Audit Tool (Attachment D).

3) ***Inspections by External Agencies***

- a) DOC shall request that the Department of Health (DOH) Food Protection Branch perform a quarterly inspection and documentation of 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 compliant with the fire safety codes of the authority having jurisdiction.

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- c) An independent, outside source shall certify that the facility’s potable water is in compliance with jurisdictional laws and regulations.

12. QUALITY ASSURANCE

- a. The contractor shall:
- 1) Follow written budgeting, purchasing, and accounting procedures to ensure nutritional and economical meals and minimum waste,
 - 2) Use expenditure cost accounting to determine cost per meal per inmate, and
 - 3) Estimate food service requirements and purchase supplies at wholesale to the extent possible.
- 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 with ACA Standards.
- d. The contractor shall take appropriate corrective action when deficiencies are cited and shall maintain records of compliance.
- e. Pursuant to PP 4030.1 *Inmate Grievance Procedures*, the contractor shall investigate and provide a written response and documentation to the Contract Administrator when inmates file complaints and grievances related to food services. The contractor shall document when all corrective action is taken.

13. VOCATIONAL TRAINING PROGRAMS FOR INMATES

- a. The Contractor shall develop and implement an Inmate Food Service Vocational Training Program (In2Work Program in the CDF and CTF) in accordance with the National Restaurant Association “ServSafe” guidelines. The Inmate Food Service Vocational Training Program shall be designed to enhance the probability of placement of graduating inmates in the food service industry upon successful completion of the National Restaurant

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Association “ServSafe” examination and certification by the DC Department of Health as a Food Service Manager.

- b. The Contract Administrator will approve all identified inmates eligible for participation in the training program. The CA will approve the contractor’s curriculum, “ServSafe” certified instructors, graduating participant’s job placement/employment staffing center for job placement assistance, and other food service professionals including local suppliers and manufacturers to supplement the course curriculum through the introduction of new technology and best practices related to the food service industry.
- c. To be eligible, inmates must meet the following requirements:
 - 1) Have a projected release in three (3) months;
 - 2) Have a Low or Medium Custody Status;
 - 3) Receive Medical Clearance;
 - 4) Be in the Reentry Program if at CTF;
 - 5) No Class I or Class II Disciplinary Report;
 - 6) Be seriously interested in food services; and
 - 7) Have good work and study ethics
- d. Inmates interested in signing up for the program may obtain a Culinary Arts Program request form (Attachment F) in order to receive an enrollment application (Attachment G) from their housing unit Case Manager.
- e. Upon selection, the inmate must complete a training agreement form (Attachment H) and a student expectation form (Attachment I).

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- f. Aramark class instructors shall administer a program pre-test (Attachment J) for each inmate at the beginning of the six (6) to eight (8) week program.

14. **CONTRACT MONITORING**

- a. *Meetings.* The contractor shall meet not less than twice monthly with the Contract Administrator 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 COTOR:
- 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 delivery of 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;
 - e) Styrofoam tray use; and

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Attachments:	Attachments A- Culinary Master Cleaning Schedule Attachment B – Daily Food Handlers Sheet Attachment C – Culinary Inspection Form Attachment D – DOC Food Service Monitoring and Audit Tool Attachment E – Work Performance Rating-Inmate Attachment F – Culinary Arts Screening Form Attachment G – Training Enrollment Application Attachment H – Student Agreement Attachment I - Student Expectation Form Attachment J – Program Pre-Test			

- f) Copies of findings, corrective actions and recommendations based upon self-inspections and audits.

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- A- Culinary Master Cleaning Schedule
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DOC/PP2120.3/4/9/15