

	DISTRICT OF COLUMBIA DEPARTMENT OF CORRECTIONS POLICY AND PROCEDURE		EFFECTIVE DATE:	November 3, 2022	Page 1 of 20
			SUPERSEDES:	2120.3E April 27, 2015	
			OPI:	CONTRACT ADMINISTRATION	
			REVIEW DATE:	November 3, 2023	
			Approving Authority	Thomas Faust Director	
SUBJECT:		FOOD SERVICE PROGRAM			
NUMBER:		2120.3F			
Attachments:		Attachments A-L			

SUMMARY OF CHANGES:

Section	Change
	<i>Minor changes made throughout policy.</i>

APPROVED:



Thomas Faust, Director

11/3/2022

Date Signed

DISTRICT OF COLUMBIA DEPARTMENT OF CORRECTIONS POLICY AND PROCEDURE		EFFECTIVE DATE:	November 3, 2022	Page 2 of 20
		SUPERSEDES:	2120.3E April 25, 2017	
		REVIEW DATE:	November 3, 2023	
SUBJECT:	FOOD SERVICE PROGRAM			
NUMBER:	2120.3F			
Attachments:	Attachment A - Culinary Master Cleaning Schedule Attachment B – Daily Food Handlers Sheet Attachment C – Environmental Officers Daily Responsibility Attachment D – Culinary Inspection Form Attachment E – DOC Food Service Monitoring and Audit Tool Attachment F – Culinary Arts Program Request Form Attachment G – Training Enrollment Application Attachment H – Student Agreement Attachment I - Student Expectation Form Attachment J – Program Pre-Test Attachment K – Officers Daily Responsibility Attachment L - Work Performance Rating-Inmate			

1. PURPOSE AND SCOPE. To establish policies for food service for inmates housed in the DC Department of Corrections (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 Central Detention Facility (CDF) and Correctional Treatment Facility (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 Administration 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:

- a. DOC provides contractual administration of the food service program.

DISTRICT OF COLUMBIA DEPARTMENT OF CORRECTIONS		EFFECTIVE DATE:	November 3, 2022	Page 3 of 20
POLICY AND PROCEDURE		SUPERSEDES:	2120.3E April 25, 2017	
		REVIEW DATE:	November 3, 2023	
SUBJECT:	FOOD SERVICE PROGRAM			
NUMBER:	2120.3F			
Attachments:	Attachment A - Culinary Master Cleaning Schedule Attachment B – Daily Food Handlers Sheet Attachment C – Environmental Officers Daily Responsibility Attachment D – Culinary Inspection Form Attachment E – DOC Food Service Monitoring and Audit Tool Attachment F – Culinary Arts Program Request Form Attachment G – Training Enrollment Application Attachment H – Student Agreement Attachment I - Student Expectation Form Attachment J – Program Pre-Test Attachment K – Officers Daily Responsibility Attachment L - Work Performance Rating-Inmate			

- b. Inmates receive nutritionally balanced meals at regular times during each twenty-four (24) hour period and meals meet recommended dietary allowances and accommodate established therapeutic/medical and religious/special dietary needs.
- c. Food service areas, including 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. Potential risks are minimized through inmate and staff training 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.

6. DIRECTIVES AFFECTED

a. Directives Rescinded

- 1) PP 2120.3E Food Service Program (4/27/15)

b. Directives Referenced

DISTRICT OF COLUMBIA DEPARTMENT OF CORRECTIONS POLICY AND PROCEDURE		EFFECTIVE DATE:	November 3, 2022	Page 4 of 20
		SUPERSEDES:	2120.3E April 25, 2017	
		REVIEW DATE:	November 3, 2023	
SUBJECT:	FOOD SERVICE PROGRAM			
NUMBER:	2120.3F			
Attachments:	Attachment A - Culinary Master Cleaning Schedule Attachment B – Daily Food Handlers Sheet Attachment C – Environmental Officers Daily Responsibility Attachment D – Culinary Inspection Form Attachment E – DOC Food Service Monitoring and Audit Tool Attachment F – Culinary Arts Program Request Form Attachment G – Training Enrollment Application Attachment H – Student Agreement Attachment I - Student Expectation Form Attachment J – Program Pre-Test Attachment K – Officers Daily Responsibility Attachment L - Work Performance Rating-Inmate			

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|---------------|---|
| 1) PP 2920.8 | Environmental Safety and Sanitation Inspections |
| 2) PM 2930.1 | DOC Emergency Response and Evacuation Plan |
| 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) PP 5009.2 | Searches of Inmates, Inmate Housing Units, Work and Program Areas |
| 9) PP 5022.1 | Tool Control |
| 10) PS 5031.1 | CDF Emergency Plan |
| 11) PP 5320.1 | Key Control |
| 12) PM 6000.1 | Medical Management |
| 13) PP 7500.2 | Facilities Maintenance |

7. AUTHORITY

- a. D.C. Code § 24-211.02, Powers; promulgation of rules

DISTRICT OF COLUMBIA DEPARTMENT OF CORRECTIONS		EFFECTIVE DATE:	November 3, 2022	Page 5 of 20
POLICY AND PROCEDURE		SUPERSEDES:	2120.3E April 25, 2017	
		REVIEW DATE:	November 3, 2023	
SUBJECT:	FOOD SERVICE PROGRAM			
NUMBER:	2120.3F			
Attachments:	Attachment A - Culinary Master Cleaning Schedule Attachment B – Daily Food Handlers Sheet Attachment C – Environmental Officers Daily Responsibility Attachment D – Culinary Inspection Form Attachment E – DOC Food Service Monitoring and Audit Tool Attachment F – Culinary Arts Program Request Form Attachment G – Training Enrollment Application Attachment H – Student Agreement Attachment I - Student Expectation Form Attachment J – Program Pre-Test Attachment K – Officers Daily Responsibility Attachment L - Work Performance Rating-Inmate			

- 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. The DOC Auxiliary Food Contract Central Cell Block (CCB)
- f. 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.
- g. Applied Food Services Sanitation, Educational Foundation of the National Restaurant Association, 4th Edition.
- h. 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 for Arrestees*
 - 1) DOC contracts with the food provider to feed arrestees at the Central Cell Block (CCB) courts and Metropolitan Police Department (MPD) District stations.

DISTRICT OF COLUMBIA DEPARTMENT OF CORRECTIONS		EFFECTIVE DATE:	November 3, 2022	Page 6 of 20
POLICY AND PROCEDURE		SUPERSEDES:	2120.3E April 25, 2017	
		REVIEW DATE:	November 3, 2023	
SUBJECT:	FOOD SERVICE PROGRAM			
NUMBER:	2120.3F			
Attachments:	Attachment A - Culinary Master Cleaning Schedule Attachment B – Daily Food Handlers Sheet Attachment C – Environmental Officers Daily Responsibility Attachment D – Culinary Inspection Form Attachment E – DOC Food Service Monitoring and Audit Tool Attachment F – Culinary Arts Program Request Form Attachment G – Training Enrollment Application Attachment H – Student Agreement Attachment I - Student Expectation Form Attachment J – Program Pre-Test Attachment K – Officers Daily Responsibility Attachment L - Work Performance Rating-Inmate			

- 2) For arrestees, meals shall be provided by an auxiliary food vendor.
- 3) In the event that the auxiliary food contractor cannot provide meals to arrestees, the food service contractor will provide meals.

b. *Correctional Guidelines for Food Service for Inmates*

- 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 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.

10. FOOD SERVICE RESPONSIBILITIES

- a. **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, inmates on restrictive housing units and suicide watch. Bagged lunches are for inmates who are in court or admitted into the facility during hours outside of the lunch hour.

DISTRICT OF COLUMBIA DEPARTMENT OF CORRECTIONS		EFFECTIVE DATE:	November 3, 2022	Page 7 of 20
POLICY AND PROCEDURE		SUPERSEDES:	2120.3E April 25, 2017	
		REVIEW DATE:	November 3, 2023	
SUBJECT:	FOOD SERVICE PROGRAM			
NUMBER:	2120.3F			
Attachments:	Attachment A - Culinary Master Cleaning Schedule Attachment B – Daily Food Handlers Sheet Attachment C – Environmental Officers Daily Responsibility Attachment D – Culinary Inspection Form Attachment E – DOC Food Service Monitoring and Audit Tool Attachment F – Culinary Arts Program Request Form Attachment G – Training Enrollment Application Attachment H – Student Agreement Attachment I - Student Expectation Form Attachment J – Program Pre-Test Attachment K – Officers Daily Responsibility Attachment L - Work Performance Rating-Inmate			

- 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.

11. RELIGIOUS DIETS. - *“Temporarily Rescinded; Under Review for Amendment”*

12. RELIGIOUS MENU PLANNING AND MEAL PROCESS

a. ***Religious Holiday Meal Process***

- 1) The Chaplains Office provides Religious request forms to Case Management for inmates to complete for religious holiday meals.
- 2) Completed request forms are returned to the Chaplain’s office to be reviewed and for approval.
- 3) All approved forms will be submitted to the CA and Food service vendor to add to the dietary database.

b. ***Religious Holiday Menu Planning***

- 1) The Chaplain Office submits special meal requests to the CA for review and approval at least two (2) weeks prior to the religious holiday.

DISTRICT OF COLUMBIA DEPARTMENT OF CORRECTIONS		EFFECTIVE DATE:	November 3, 2022	Page 8 of 20
POLICY AND PROCEDURE		SUPERSEDES:	2120.3E April 25, 2017	
		REVIEW DATE:	November 3, 2023	
SUBJECT:	FOOD SERVICE PROGRAM			
NUMBER:	2120.3F			
Attachments:	Attachment A - Culinary Master Cleaning Schedule Attachment B – Daily Food Handlers Sheet Attachment C – Environmental Officers Daily Responsibility Attachment D – Culinary Inspection Form Attachment E – DOC Food Service Monitoring and Audit Tool Attachment F – Culinary Arts Program Request Form Attachment G – Training Enrollment Application Attachment H – Student Agreement Attachment I - Student Expectation Form Attachment J – Program Pre-Test Attachment K – Officers Daily Responsibility Attachment L - Work Performance Rating-Inmate			

- 2) Upon approval of the menu request, the CA will forward to the food service provider the request to process the order. Any requests the food service provider is unable to fill will be communicated back to the Chaplain for review.
- 3) The contractor shall develop and follow planned menus and menu schedules that comply with Recommended Dietary Allowances (RDA) and Dietary Guidelines.
- 4) The contractor shall use tested recipes and shall consider food flavor, texture, temperature, appearance, and palatability in planning and preparations of meals.
- 5) 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.

13. 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.

DISTRICT OF COLUMBIA DEPARTMENT OF CORRECTIONS		EFFECTIVE DATE:	November 3, 2022	Page 9 of 20
POLICY AND PROCEDURE		SUPERSEDES:	2120.3E April 25, 2017	
		REVIEW DATE:	November 3, 2023	
SUBJECT:	FOOD SERVICE PROGRAM			
NUMBER:	2120.3F			
Attachments:	Attachment A - Culinary Master Cleaning Schedule Attachment B – Daily Food Handlers Sheet Attachment C – Environmental Officers Daily Responsibility Attachment D – Culinary Inspection Form Attachment E – DOC Food Service Monitoring and Audit Tool Attachment F – Culinary Arts Program Request Form Attachment G – Training Enrollment Application Attachment H – Student Agreement Attachment I - Student Expectation Form Attachment J – Program Pre-Test Attachment K – Officers Daily Responsibility Attachment L - Work Performance Rating-Inmate			

- 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.
- 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*, DOC shall provide Orientation and annual training for all contract food service employees who work in the CDF and CTF.
- 4) *Accidents and Injuries.*
 - a) Pursuant to PM 6000.1 *Medical Management*, DOC health care provider shall provide first response services to an injured or ill

DISTRICT OF COLUMBIA DEPARTMENT OF CORRECTIONS POLICY AND PROCEDURE		EFFECTIVE DATE:	November 3, 2022	Page 10 of 20
		SUPERSEDES:	2120.3E April 25, 2017	
		REVIEW DATE:	November 3, 2023	
SUBJECT:	FOOD SERVICE PROGRAM			
NUMBER:	2120.3F			
Attachments:	Attachment A - Culinary Master Cleaning Schedule Attachment B – Daily Food Handlers Sheet Attachment C – Environmental Officers Daily Responsibility Attachment D – Culinary Inspection Form Attachment E – DOC Food Service Monitoring and Audit Tool Attachment F – Culinary Arts Program Request Form Attachment G – Training Enrollment Application Attachment H – Student Agreement Attachment I - Student Expectation Form Attachment J – Program Pre-Test Attachment K – Officers Daily Responsibility Attachment L - Work Performance Rating-Inmate			

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 seriously injured/ill employees by ambulance to the nearest hospital.
- c) The health care provider shall not be responsible for the ongoing medical management of an employee.

14. CULINARY AREA – PREVENTIVE MAINTENANCE

a. Culinary Area

- 1) Culinary Inmates. Culinary Inmates are inmates who are assigned to work in culinary at the DOC facilities. Inmates' requirements are:
 - a) Classification verification required by Case Management (Pre-trial or medium custody).
 - b) Case Management shall provide a candidate list to the Non-Industrial Pay System (NIPS) Officer.
 - c) The NIPS Officer shall ensure that inmates are medically cleared by the medical provider, prior to culinary duty.
 - d) The NIPS Officer shall provide a list of approved inmates to the CA.
 - e) The Food Service contractor is responsible for orientation and training for all culinary inmate detail.

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

DISTRICT OF COLUMBIA DEPARTMENT OF CORRECTIONS POLICY AND PROCEDURE		EFFECTIVE DATE:	November 3, 2022	Page 11 of 20
		SUPERSEDES:	2120.3E April 25, 2017	
		REVIEW DATE:	November 3, 2023	
SUBJECT:	FOOD SERVICE PROGRAM			
NUMBER:	2120.3F			
Attachments:	Attachment A - Culinary Master Cleaning Schedule Attachment B – Daily Food Handlers Sheet Attachment C – Environmental Officers Daily Responsibility Attachment D – Culinary Inspection Form Attachment E – DOC Food Service Monitoring and Audit Tool Attachment F – Culinary Arts Program Request Form Attachment G – Training Enrollment Application Attachment H – Student Agreement Attachment I - Student Expectation Form Attachment J – Program Pre-Test Attachment K – Officers Daily Responsibility Attachment L - Work Performance Rating-Inmate			

- 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 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.

c. ***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.

DISTRICT OF COLUMBIA DEPARTMENT OF CORRECTIONS		EFFECTIVE DATE:	November 3, 2022	Page 12 of 20
POLICY AND PROCEDURE		SUPERSEDES:	2120.3E April 25, 2017	
		REVIEW DATE:	November 3, 2023	
SUBJECT:	FOOD SERVICE PROGRAM			
NUMBER:	2120.3F			
Attachments:	Attachment A - Culinary Master Cleaning Schedule Attachment B – Daily Food Handlers Sheet Attachment C – Environmental Officers Daily Responsibility Attachment D – Culinary Inspection Form Attachment E – DOC Food Service Monitoring and Audit Tool Attachment F – Culinary Arts Program Request Form Attachment G – Training Enrollment Application Attachment H – Student Agreement Attachment I - Student Expectation Form Attachment J – Program Pre-Test Attachment K – Officers Daily Responsibility Attachment L - Work Performance Rating-Inmate			

- e) DOC and the contractor shall dispose of liquid and solid waste in compliance with applicable government regulations.
 - f) Any detection of pests and/or unsanitary conditions on food trays within the housing units should NOT be returned to culinary area and requires the immediate notification of and documentation to the Risk Manager.
 - g) DOC shall maintain toilet facilities and washbasins in the food services area.
 - h) 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.
 - i) All food service employees, culinary officers, 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.

DISTRICT OF COLUMBIA DEPARTMENT OF CORRECTIONS		EFFECTIVE DATE:	November 3, 2022	Page 13 of 20
POLICY AND PROCEDURE		SUPERSEDES:	2120.3E April 25, 2017	
		REVIEW DATE:	November 3, 2023	
SUBJECT:	FOOD SERVICE PROGRAM			
NUMBER:	2120.3F			
Attachments:	Attachment A - Culinary Master Cleaning Schedule Attachment B – Daily Food Handlers Sheet Attachment C – Environmental Officers Daily Responsibility Attachment D – Culinary Inspection Form Attachment E – DOC Food Service Monitoring and Audit Tool Attachment F – Culinary Arts Program Request Form Attachment G – Training Enrollment Application Attachment H – Student Agreement Attachment I - Student Expectation Form Attachment J – Program Pre-Test Attachment K – Officers Daily Responsibility Attachment L - Work Performance Rating-Inmate			

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.

15. EMERGENCY RESPONSE AND EVACUATION

- a. 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.
- b. DOC shall train food service personnel in the implementation of written emergency plans.
- c. Food service personnel shall participate in emergency drills as required.
- d. 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 2930.1 “DOC *Emergency Response and Evacuation Plan*”. The plan shall include the 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.

16. INSPECTIONS

DISTRICT OF COLUMBIA DEPARTMENT OF CORRECTIONS		EFFECTIVE DATE:	November 3, 2022	Page 14 of 20
POLICY AND PROCEDURE		SUPERSEDES:	2120.3E April 25, 2017	
		REVIEW DATE:	November 3, 2023	
SUBJECT:	FOOD SERVICE PROGRAM			
NUMBER:	2120.3F			
Attachments:	Attachment A - Culinary Master Cleaning Schedule Attachment B – Daily Food Handlers Sheet Attachment C – Environmental Officers Daily Responsibility Attachment D – Culinary Inspection Form Attachment E – DOC Food Service Monitoring and Audit Tool Attachment F – Culinary Arts Program Request Form Attachment G – Training Enrollment Application Attachment H – Student Agreement Attachment I - Student Expectation Form Attachment J – Program Pre-Test Attachment K – Officers Daily Responsibility Attachment L - Work Performance Rating-Inmate			

- a. *Contractor.* The contractor shall conduct and document the following inspections and subsequent corrective actions taken:
 - 1) 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.
 - 2) Daily, weekly and other regularly established environmental, and life safety inspections and corrective action to conform to ACA Standards.
 - 3) 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.
 - 4) 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 135°F.
 - 5) 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.
- b. *Inspections by External Agencies*
 - 1) The Department of Health (DOH) is mandated to conduct environmental and sanitation inspections at the CDF three (3) times per year and CTF once per year. DOH utilizes the food section of the Health Care Facilities Division (HCFD) Inspection Report to inspect the kitchen and Officer's Dining Room (ODR).

DISTRICT OF COLUMBIA DEPARTMENT OF CORRECTIONS POLICY AND PROCEDURE		EFFECTIVE DATE:	November 3, 2022	Page 15 of 20
		SUPERSEDES:	2120.3E April 25, 2017	
		REVIEW DATE:	November 3, 2023	
SUBJECT:	FOOD SERVICE PROGRAM			
NUMBER:	2120.3F			
Attachments:	Attachment A - Culinary Master Cleaning Schedule Attachment B – Daily Food Handlers Sheet Attachment C – Environmental Officers Daily Responsibility Attachment D – Culinary Inspection Form Attachment E – DOC Food Service Monitoring and Audit Tool Attachment F – Culinary Arts Program Request Form Attachment G – Training Enrollment Application Attachment H – Student Agreement Attachment I - Student Expectation Form Attachment J – Program Pre-Test Attachment K – Officers Daily Responsibility Attachment L - Work Performance Rating-Inmate			

- 2) The DCFEMS shall inspect and document that the food service area is compliant with the fire safety codes of the authority having jurisdiction.
- 3) An independent, outside source shall certify that the facility's potable water is in compliance with jurisdictional laws and regulations.

17. DOC RESPONSIBILITIES

- a. The Officer-in-Charge (OIC) shall conduct a daily inspection of all inmate culinary workers for each shift 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 PP 2920.8, *Environmental Safety and Sanitation Inspection*, and document all findings on the Environmental Officers Daily Responsibility Form (Attachment C).
- c. The DOC Food Service CA shall monitor and document contractor and DOC compliance with daily food service operational requirements. The CA shall report deficiencies to the contractor and the Contract Administrator for Food Services.
- d. The DOC Environmental Safety Officer and Food Service CA shall conduct and document weekly environmental safety and sanitation inspections of the culinary department for compliance with the Culinary Inspection Form (Attachment D).
- 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.

DISTRICT OF COLUMBIA DEPARTMENT OF CORRECTIONS		EFFECTIVE DATE:	November 3, 2022	Page 16 of 20
POLICY AND PROCEDURE		SUPERSEDES:	2120.3E April 25, 2017	
		REVIEW DATE:	November 3, 2023	
SUBJECT:	FOOD SERVICE PROGRAM			
NUMBER:	2120.3F			
Attachments:	Attachment A - Culinary Master Cleaning Schedule Attachment B – Daily Food Handlers Sheet Attachment C – Environmental Officers Daily Responsibility Attachment D – Culinary Inspection Form Attachment E – DOC Food Service Monitoring and Audit Tool Attachment F – Culinary Arts Program Request Form Attachment G – Training Enrollment Application Attachment H – Student Agreement Attachment I - Student Expectation Form Attachment J – Program Pre-Test Attachment K – Officers Daily Responsibility Attachment L - Work Performance Rating-Inmate			

- 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 CA shall inspect the food service operations at the DOC facilities for compliance and complete a DOC Food Service Monitoring and Audit Tool (Attachment E).

18. 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.

DISTRICT OF COLUMBIA DEPARTMENT OF CORRECTIONS POLICY AND PROCEDURE		EFFECTIVE DATE:	November 3, 2022	Page 17 of 20
		SUPERSEDES:	2120.3E April 25, 2017	
		REVIEW DATE:	November 3, 2023	
SUBJECT:	FOOD SERVICE PROGRAM			
NUMBER:	2120.3F			
Attachments:	Attachment A - Culinary Master Cleaning Schedule Attachment B – Daily Food Handlers Sheet Attachment C – Environmental Officers Daily Responsibility Attachment D – Culinary Inspection Form Attachment E – DOC Food Service Monitoring and Audit Tool Attachment F – Culinary Arts Program Request Form Attachment G – Training Enrollment Application Attachment H – Student Agreement Attachment I - Student Expectation Form Attachment J – Program Pre-Test Attachment K – Officers Daily Responsibility Attachment L - Work Performance Rating-Inmate			

19. VOCATIONAL TRAINING PROGRAMS FOR INMATES

- a. The Contractor shall develop and implement an Inmate Food Service Vocational Training Program 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 Association “ServSafe” examination and certification by the DC Department of Health as a Food Service Manager.
- b. The Office of the Deputy Director for Education, Programs and Case Management (DDEPCM) 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.

DISTRICT OF COLUMBIA DEPARTMENT OF CORRECTIONS POLICY AND PROCEDURE		EFFECTIVE DATE:	November 3, 2022	Page 18 of 20
		SUPERSEDES:	2120.3E April 25, 2017	
		REVIEW DATE:	November 3, 2023	
SUBJECT:	FOOD SERVICE PROGRAM			
NUMBER:	2120.3F			
Attachments:	Attachment A - Culinary Master Cleaning Schedule Attachment B – Daily Food Handlers Sheet Attachment C – Environmental Officers Daily Responsibility Attachment D – Culinary Inspection Form Attachment E – DOC Food Service Monitoring and Audit Tool Attachment F – Culinary Arts Program Request Form Attachment G – Training Enrollment Application Attachment H – Student Agreement Attachment I - Student Expectation Form Attachment J – Program Pre-Test Attachment K – Officers Daily Responsibility Attachment L - Work Performance Rating-Inmate			

- 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).
- 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.

20. CONTRACT MONITORING

- a. *Meetings.* The contractor shall meet not less than twice monthly with the Contract Administrator and other designated DOC 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 Contract Administrator:
 - 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 and 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;

DISTRICT OF COLUMBIA DEPARTMENT OF CORRECTIONS POLICY AND PROCEDURE		EFFECTIVE DATE:	November 3, 2022	Page 19 of 20
		SUPERSEDES:	2120.3E April 25, 2017	
		REVIEW DATE:	November 3, 2023	
SUBJECT:	FOOD SERVICE PROGRAM			
NUMBER:	2120.3F			
Attachments:	Attachment A - Culinary Master Cleaning Schedule Attachment B – Daily Food Handlers Sheet Attachment C – Environmental Officers Daily Responsibility Attachment D – Culinary Inspection Form Attachment E – DOC Food Service Monitoring and Audit Tool Attachment F – Culinary Arts Program Request Form Attachment G – Training Enrollment Application Attachment H – Student Agreement Attachment I - Student Expectation Form Attachment J – Program Pre-Test Attachment K – Officers Daily Responsibility Attachment L - Work Performance Rating-Inmate			

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

Attachments:

Attachment A - Culinary Master Cleaning Schedule
Attachment B - Daily Food Handlers Sheet
Attachment C – Environmental Officers Daily Responsibility
Attachment D - Culinary Inspection Form
Attachment E - DOC Food Service Monitoring and Audit Tool
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
Attachment K – Officers Daily Responsibility
Attachment L – Work Performance Rating - Inmate

DISTRICT OF COLUMBIA DEPARTMENT OF CORRECTIONS POLICY AND PROCEDURE		EFFECTIVE DATE:	November 3, 2022	Page 20 of 20
		SUPERSEDES:	2120.3E April 25, 2017	
		REVIEW DATE:	November 3, 2023	
SUBJECT:	FOOD SERVICE PROGRAM			
NUMBER:	2120.3F			
Attachments:	Attachment A - Culinary Master Cleaning Schedule Attachment B – Daily Food Handlers Sheet Attachment C – Environmental Officers Daily Responsibility Attachment D – Culinary Inspection Form Attachment E – DOC Food Service Monitoring and Audit Tool Attachment F – Culinary Arts Program Request Form Attachment G – Training Enrollment Application Attachment H – Student Agreement Attachment I - Student Expectation Form Attachment J – Program Pre-Test Attachment K – Officers Daily Responsibility Attachment L - Work Performance Rating-Inmate			