

**AGREEMENT FOR INMATE FOOD SERVICES
BETWEEN
THE WESTERN VIRGINIA REGIONAL JAIL AUTHORITY
AND
TRINITY SERVICES GROUP, INC.
Contract Number: _____**

This agreement between the Western Virginia Regional Jail Authority (hereinafter referred to as the "Authority", and Trinity Services Group, Inc., a Florida corporation (hereinafter referred to as "Trinity Services"), is entered into as of the ___ day of June, 2016. Services under this Agreement shall commence on July 1, 2016, and shall continue as referenced in Section 8.0

Witness to:

WHEREAS, the Authority is charged by law with the responsibility for providing adequate care for inmates of the Western Virginia Regional Jail (hereinafter called "Jail"); and

WHEREAS, the objective of the Authority is to provide for the delivery of necessary food services to inmates in the Jail in accordance with applicable law; and

WHEREAS, the Authority desires to enter into this Agreement with Trinity Services to promote this objective; and

WHEREAS, Trinity Services is in the business of providing correctional food services and desires to provide such services for the Authority under the terms and conditions hereof.

NOW, THEREFORE, in consideration of the covenants and promises hereinafter made, the parties hereto agree as follows:

SECTION 1: FOOD SERVICES

1.1 General Engagement

- a. The Authority hereby contracts with Trinity Services to provide for delivery of necessary food service to individuals under the custody and control of the Western Virginia Regional Jail and Trinity Services enters into this Agreement according to the terms and provisions hereof.

- b. Trinity's Services shall meet all of the terms, conditions and requirements of the RFP, including but not limited to the Scope of Work, Staffing Requirement, Food and Specifications and the terms, conditions and requirements set forth in its Proposal, all of which are incorporated herein by this reference, and the provisions of this Agreement. In the event of a conflict between any of the content of the Proposal and this Agreement, the terms stated in this Agreement shall control.

Trinity will operate and manage its Services hereunder at the Premises and keep its Services adequately serviced and supplied with appropriate merchandise and food products of good quality at prices as agreed upon by the parties. Such Services shall meet or exceed the Virginia Department of Corrections minimum standards for jails and lockups regarding food service and the requirements set forth in the RFP.

1.2 Scope of General Services

- a. By way of illustration and not limitation, the scope of services provided by Trinity Services, shall include the following services that are further described in the Request for Proposals for Food Services #0886 and Trinity Services response to the proposal dated February 29, 2016, which are incorporated into this Agreement by reference. In the event of a conflict between Trinity Services' response and this Agreement, this Agreement shall prevail. Trinity Services will provide the following services as part of the food services program.
- 1.3 Food Requirements: The food items provided by Trinity Services shall meet or exceed the following standards:
- a. Provide nutritious, wholesome, and palatable food for inmates. Meat products must **not exceed a maximum of five percent (5%) dry soy**. The food items provided by Trinity Services shall meet or exceed the following standards:
 - b. Provide all foodstuffs, materials and personnel necessary to deliver, receive, and safely operate and maintain a correctional cook-chill food service program.
 - c. Dried beans shall not be counted as a meat equivalent (except in vegetarian diets). In meals where the menu specifies ground beef, ground turkey may not be substituted unless expressly approved by the Superintendent.
 - d. All food shall be prepared on site. Inmates will be served in their respective housing units. Staff will eat in the officer dining room located adjacent to the kitchen.
 - e. Trinity Services shall provide three inmate meals, two of which shall be hot meals, at regular meal times during each day with no more than fourteen (14) hours between the evening and breakfast meals. A bag lunch shall be provided for the regularly scheduled meal due to court appearances or work and program assignments. A meal schedule will be mutually agreed upon by Trinity Services and the Jail.
 - f. The inmate meals shall follow a pre-approved four week cycle menu mutually agreed upon by Trinity Services and the Jail. Portion sizes "as served", not raw sizes, must be clearly indicated on the menu including the cooked meat weight in combination entrees.
 - g. All menus and special diets must meet the current standards for adult local detention facilities as established by the American Correctional Association. All menus will be approved by a registered dietitian to ensure compliance with the 1989 Recommended Daily Allowance for adult males as established by the National

Academy of Sciences and recognized by the American Correctional Association, the National Commission on Correctional health Care and provide an average of two thousand eight hundred (2,800) calories per day in addition to all required nutrients.

- h. An item by item computer nutritional analysis of the menu with a weekly summary indicating the percentage of compliance to the highest RDA values for the inmate population shall be maintained. Each item on the menu shall be specific nutritional values based on recipes which will be used in the facility. For example, the specific calories, protein, fat, sodium, calcium, iron, and vitamins in the recipe which will be used for beef macaroni, and tomatoes and all other meal items shall be separately identified on the computer analysis.
- i. The menu shall be planned with corrections tested products and recipes for inmate acceptability. A variety of food flavors, textures, temperatures and appearances shall be used. Trinity Services shall monitor inmate preferences on a regular basis and consider inmate preferences when developing menus. The method for monitoring inmate meal preferences will be mutually agreed upon by Trinity Services and the Jail, and may include written inmate preference surveys and monitoring of uneaten food portions returned to the kitchen.
- j. Trinity Services shall ensure that all meals are served at the appropriate temperatures and in a manner that makes them palatable [one hundred forty (140) degrees hot, forty five (45) degrees if cold], and visibly pleasing complete with condiments (dressing, sugar, salt, pepper, catsup, or mustard where indicated). Trinity Services will provide training to correctional officers regarding the proper use of the food re-thermalization units. On a weekly basis, Trinity Services will record the temperature of a hot meal after re-thermalization from each housing unit, to ensure the food is being served at the proper temperature.
- k. To avoid excessive fat calories which will result in more stomach filling bulk on the menu, portions for margarine, butter, salad dressing, and mayonnaise shall not exceed one half (1/2) ounce per serving. Also, these high fat items shall not be added to meals when they are not appropriate. For example, margarine shall not be added to meals such as hot dogs when a more appropriate mustard condiment should be used.
- l. To assure a minimum level of menu quality, at least five one half (1/2) cup of fruits and vegetable equivalents must be served each day. USDA School Lunch Buying Guide will be used to determine qualifying equivalents. A minimum daily variety of four different fruits and vegetables will be used to meet this requirement. As specified by the guide, items such as fruit drink, rice, and noodles do not qualify. Only one hundred percent (100%) fruit juice may be counted as a fruit equivalent.
- m. ~~Trinity Services shall provide, at no additional cost above the contract rate, religious and medical diets conforming to special, religious or physician ordered specifications. Trinity Services shall develop a four (4) week cycle menu approved by a registered dietician to serve to those inmates on restricted diets. Trinity Services~~

shall provide the Superintendent or his/her designee written documentation of the dietician's approval in the form of an Annual Statement of Nutritional Adequacy.

- n. Trinity Services shall provide a minimum of four (4) special meals for holidays at the contract rates. These special meals will be provided annually for Easter, Thanksgiving, Christmas, and Independence Day (July 4th) holiday periods.
- o. Trinity Services shall maintain documentation of all meals served including substitutions made to menus. All substitutions will be reviewed and approved by the dietician. The Superintendent or his/her designee shall be informed of and provide written approval of all inmate menu substitutions.
- p. Trinity Services shall provide meal service to staff and guests and allow these meals to be purchased by staff. The menu and the unit cost per meal for staff will be mutually agreed upon by the Jail and Trinity Services. (See Attachment – A)
- q. Trinity Services shall provide catered meals for special events as designated by the Jail. The service plan and cost of the event shall be mutually agreed upon by the Jail and Trinity Services.

1.4 Sanitation and Inspections:

Trinity Services shall be responsible for daily cleaning and housekeeping in the food service facilities in a manner to meet or exceed all local, state, and federal health code regulations regarding sanitation. Weekly and unannounced sanitary inspections will be made by the Superintendent or his/her designee. Local municipal health inspections will be conducted according to local, state laws and regulations. Trinity Services shall immediately correct, or commence to correct within a reasonable time frame, all discrepancies noted as a result of these inspections. Housekeeping activities in the food pantries shall be supervised by Jail staff using cleaning material approved by the Jail and provided by Trinity Services.

- a. The Jail reserves the right to test all foods for caloric value, minimum RDAs and appropriate serving sizes and weights. The Jail's staff reserves the right to reject meals that are obviously deficient, especially in appearance (spoiled, foreign matter, etc.) and taste.
- b. Trinity Services shall prepare a sample meal for each serving for breakfast, lunch, and dinner. These meals shall be stored for no less than seventy-two hours to be used for testing by local health authorities, if necessary.
- c. Trinity Services shall comply with all American Correctional Association, state, local and Jail policy, procedures, and regulations pertaining to fire safety. Fire inspections of the food service facility will be conducted by the Roanoke County Fire and Rescue Department. All health inspection will be conducted the local office of the Virginia Department of Health.

- d. Trinity Services will be responsible for obtaining all permits necessary for the operation of a correctional food service establishment in County of Roanoke and the Commonwealth of Virginia.
- e. Food handlers shall:
 - 1. wear appropriate food handler's gloves during handling and serving food;
 - 2. wear head covers, nets or hats while in the kitchen;
 - 3. be clean shaven;
 - 4. wear food service uniforms and aprons; and
 - 5. be free from open lesions and other infectious disease.

Trinity Services shall conduct a visual inspection of the inmate's hands, arms, face, and head prior to any inmate assuming their work assignment in the kitchen. This daily hygiene inspection shall be documented and retained on file in the kitchen.

1.5 USDA Donated Commodities:

Provisions Required of Food Service Management Contracts for participants in the USDA Commodity Food Program, Virginia Department of Agriculture and Consumer Services (VDACS):

Trinity Services must agree to the following conditions regarding the use of USDA commodities as part of Contractual Agreement RFP -0886.

- a. Donated foods received by recipient agency (Western Virginia Regional Jail) must be used solely in and for the benefit of the agency's food service operation.
- b. Food service management company's books and records pertaining to food service operation of the agency including but not limited to receipt, storage, and utilization of donated foods and food purchases must be available for a period of three years from the close of the current fiscal year.
- c. The contract may be in effect for no longer than one year with an option to renew for two additional one year periods.
- d. The contract must include a provision for termination for cause by either party 30 days notice.
- e. Trinity Services agrees with the right of inspection and audit by VDACS. At any reasonable time and place, Food Service Management Company must agree to allow State Agency, USDA, and other authorized personnel to audit, review, and inspect donated foods, facilities, and procedures and methods used in carrying out requirements of the Food Distribution Program.
- f. The management company must agree to keep perpetual inventory records of utilization and written documentation of temperatures within dry storage areas, freezers and refrigerators. TRINITY SERVICES is responsible for these records.
- g. The contract must include the following:
 - 1. A flat fee charged per meal, which is all inclusive. To show donated food value to agency, contract must allow for a food credit of donated foods

received. Trinity Services and the Jail shall mutually agree on appropriate item application to the menus and the value of the product, and credit will be given as food is served. Trinity Services will not be responsible for spoilage and loss of donated food unless this is directly due to Trinity employee negligence. **Food expenditures by Trinity Services cannot be reduced by the value of the USDA donated foods received.

1.6 Access and Records

Trinity Services shall keep full and accurate records of meals served in connection with the food services operation. A copy of these records will be provided to the Superintendent or designee on a weekly basis on the first working day of the subsequent month. In addition, all records shall be available for auditing by the Jail at any time during regular working hours.

- a. Facility inspections shall be made by the Jail staff when deemed necessary, with or without advance notice to Trinity Services; however, such inspections shall not interfere with the delivery of services. The facilities and equipment provided by the Western Virginia Regional Jail shall not be used to prepare food for agencies or persons other than the Western Virginia Regional Jail, unless authorized in writing by the Superintendent or his/her designee.
- b. Food service records maintained by Trinity Services shall be made available upon request of the Jail's staff and authorized auditors. The Jail shall be responsible to maintain confidentiality of such records to the extent possible. In addition, in the event of a civil action regarding the food services operation, Trinity Services shall cooperate with the Jail's staff and the Authority's legal counsel. Trinity Services shall produce any and all documentation related to defending the action during litigation.
- c. At the termination of this agreement, all non-proprietary or non-confidential food service records shall be the property of the Jail.

1.7 Facilities and Equipment

The Jail shall provide a kitchen facility with heat and other utilities required for the efficient performance of this Agreement. The Jail will provide for Trinity Services' use, existing kitchen equipment in place as of July 1, 2016, as identified in Exhibit A. Prior to Trinity Services start of operations, both parties will jointly inventory all equipment to ascertain that the equipment is in good working order. At the expiration of this Agreement, Trinity Services shall return to the Jail the food services premises and all equipment furnished by the Jail in the condition in which it was received, except for ordinary wear and tear. The Jail will pay for needed repairs caused by normal wear and tear. Trinity Services shall be responsible for the cost for repairs and replacement from direct loss or damage to property or equipment caused by negligence of food services staff. Over the term of the Agreement, equipment may be replaced by the Jail, when it has been determined that the equipment has exceeded its normal life. Trinity Services agrees that the Jail may purchase equipment through Trinity Services at the lowest price

available, as determined through the Jail's procurement practices.

1.8 Preventive Maintenance and Repairs

Prior to Trinity Services' start of operations, Trinity Services and Superintendent or his/her designee shall jointly inventory the kitchen equipment, noting the number and condition of each item. Prior to the implementation of this Agreement, the Superintendent shall ensure that all kitchen equipment is in good working order. Thereafter, during the term of this Agreement, Trinity Services shall maintain and preserve all kitchen equipment in good working order and at the expiration or termination of this Agreement, return the kitchen equipment to the Jail, in good working order, subject to normal wear. Trinity Services' responsibility shall include a comprehensive daily sanitation program. The Jail acknowledges they shall be responsible for providing routine mechanical preventive maintenance and repairs to any kitchen equipment belonging to the Jail. Trinity Services shall be responsible for ensuring that all kitchen equipment, including but not limited to, refrigerators, freezers, and re-thermalization units, small wares, trays, and tumblers are kept clean and sanitized according to specific manufacturer's recommendations and local and state laws. Trinity Services shall be responsible for ensuring all food service staff and all inmate workers are properly trained in the use of the kitchen equipment prior to being authorized to utilize the equipment. All training for food service staff and inmate workers shall be documented and retained in the employee's or inmate's file.

1.9 Performance Measures

Trinity Services will help achieve and maintain NCCHC and ACA Accreditations for the Jail throughout the term of this Agreement. In the event Trinity Services fails to achieve or maintain NCCHC or ACA accreditation, Trinity Services agrees to pay all of the costs associated with a NCCHC or ACA reaccreditation of the jail. Trinity Services shall not be responsible for NCCHC or ACA reaccreditation costs if the failure to maintain or achieve accreditation falls outside of Trinity Services' direct control or outside the scope of the inmate food service program.

1.10 Responsibilities of Trinity Services

During the term of this contract, Trinity Services shall be responsible for all direct and indirect costs associated with providing the services as set forth in this Agreement. These costs include, but are not limited to:

- a. Supplying all condiments such as salt, pepper, sugar, sugar substitute, dairy creamer, mayonnaise, ketchup, mustard, hot sauce, sauces, salad dressings, etc.
- b. Initial stocking of consumable supplies and food products at the start of the contract.
- c. Continual procurement of food and consumables as well as maintaining the food and consumable inventory consistent with Trinity Services' normal

business practices and emergency contingency plan.

- d. Replacement of perishable goods, at no cost to the Jail, due to improper storage, inventory rotation, spillage, improper handling, poor sanitation, employee theft, or packaging by Trinity Services or those persons under their supervision.
- e. Labor wages, benefits, worker's compensation, taxes, etc. for all Trinity Services employees.
- f. Drug screening of employees prior to initial employment.
- g. Long distance phone service, photocopying, facsimile.
- h. Insurances, permits, fees, licenses.
- i. Paper products necessary for operating the inmate food service program.
- j. Reimbursements related to the United States Department of Agriculture (USDA) Food Commodities Program.
- k. Replacement or repair of Jail property because of abuse, neglect, theft or intentional acts or omissions by contractual employees or improper supervision of inmates during the use of the equipment.
- l. Staff uniforms.
- m. Provide a specific written emergency contingency food service plan for the Jail.
- n. Office supplies, forms or other items necessary for the administration of the food service operation and maintenance of necessary accreditation files.
- o. All chemicals, soaps, detergents, test strips, portable food thermometers used in cleaning/maintaining the cleanliness and sanitation of all food service areas, equipment and food trays.
- p. Perform regular routine cleaning of the kitchen area including all equipment and fixtures therein sufficient to continuously maintain such area. The equipment and fixtures shall be maintained in a clean, sanitary condition as specified by the WVRJ representative, the Virginia Department of Health, Department of Corrections, and other applicable federal and state laws.

1.11 Responsibilities of the Jail

During the term of this contract, the Jail will be responsible for the following:

- a. Accurate and timely orders for the number of meals to be served to inmates within

a mutually agreeable time.

- b. Supervising the transportation of food tray carts and beverage containers from the delivery point at the kitchen to the housing units and returning the food trays to the kitchen in a timely manner.
- c. Adequate ingress and egress to all production areas.
- d. Adequate heat, lights, ventilation, and all other utilities. A telephone will be provided for local service related calls.
- e. Extermination services and removal of trash and garbage from the main trash room of the jail
- f. General maintenance to the building structure including, but not limited to maintenance of gas, water, sewer, ventilation, lighting, air conditioning, duct work, floor coverings, wall and ceiling surfaces. The Jail's maintenance does not include day-to-day sanitation and cleaning in the food service areas as this shall be the responsibility of Trinity Services.
- g. Adequate preparation and storage areas.
- h. Security of employees, suppliers, and other authorized visitors.
- i. Replacement of food service equipment as deemed necessary by the Jail: The Jail reserves the right to purchase replacement equipment through Trinity Services at the lowest prices available. The Jail shall provide appropriate beverage containers, food delivery carts, food trays and lids, tumblers, and spoons.
- j. Provide an appropriate number of inmates workers as determined by the Jail and Trinity Services.

SECTION 2: PERSONNEL

2.1 Staffing

- a. Trinity Services shall ensure that sufficient employees are always present to prepare, deliver, and receive foodstuff deliveries, properly supervise employees at all times, including events such as, but not limited to: inmate strikes, power outages, major kitchen equipment shortfalls, overcrowding, etc.
- b. Trinity Services shall be responsible for all employee time and attendance records and will make such records available to Superintendent and his/her designee for review. Predetermined work schedules shall be made available to the Superintendent or his/her designee no less than one week prior to the start of the work schedule.
- c. Trinity Services shall interview each candidate for employment with special focus on

experience, emotional stability, and motivation. The final selection shall be subject to approval by the Superintendent or his/her designee. This approval shall not be unreasonably withheld.

- d. Trinity Services will engage only qualified personnel to provide a professional inmate food service program. Trinity Services shall provide, on-site at the Western Virginia Regional Jail, a food service manager, as well as the appropriate employees to provide daily meals and supervise the inmate kitchen work force. Inmates will not be permitted to operate food service equipment without proper training and supervision by Trinity Services staff. Trinity Services shall ensure, when assigning inmate staff to job duties, inmates shall not be placed in supervision of other inmates. The food service manager shall have the responsibility for the successful delivery of a food service delivery system at the Jail. The manager will possess a minimum of 12 months of experience in a cook-chill production environment or institutional experience in correctional facility, supplemented with training in a cook-chill production environment.
- e. The food service manager will be available during normal working hours and is subject to call back during an emergency. Trinity Services' District Manager shall monitor and inspect the food service delivery operation at the Jail on a regular schedule. The schedule shall be provided to the Jail prior to the execution of this Agreement. In addition, the manager shall be readily available to resolve contractual or operational discrepancies that may be identified by the Jail. The Superintendent or his/her designee shall be made aware of any exceptions to the regular schedule of visits by the District Manager.
- f. An on-site visit to the Jail shall be made by all screened food service employee candidates prior to formal decision of employment. Initial and continued employment of staff shall be subject to approval of the Jail for compliance with security regulations.
- g. All personnel shall be required to pass a background investigation conducted by the Jail staff as a requisite for initial and/or continued employment. The Jail reserves the right to immediately revoke the security clearance of Trinity Services' employees consistent with the need to maintain the security and safety of the Jail.
- h. Trinity Services' employees assigned to the Jail will submit to periodic health examinations as required by law. In addition, Trinity Services shall require all employees to have a TB skin test prior to employment and every six (6) months thereafter. Trinity Services shall offer their employees Hepatitis B vaccinations and other follow-up tests when applicable prior to working at the Jail. Trinity Services shall be responsible for the cost of such examinations and vaccinations. Trinity Services shall submit proof to the Jail that the employee successfully passed the TB skin test and all follow-up related tests prior to the employee being assigned to the Jail.
- i. All Trinity Services' employees shall comply with current and future state, federal, and local laws, regulations, court orders, Administrative Regulations, Administrative

Directives, and policies and procedures of the Jail.

- j. Trinity Services shall be responsible for paying any and all State and/or Federal income, social security and unemployment taxes for it and its employees. Trinity Services shall also be responsible for paying any applicable workers' compensation coverage for its employees and any unemployment taxes due to the earnings of its employees.
- k. Trinity Services shall recruit, select, train, promote, transfer, and release its personnel, as contemplated hereunder, without regard to race, color, religion, national origin, veteran status, age or sex (except where age, sex or handicap is a bona fide occupational qualification). Further, Trinity Services shall administer its other personnel policies such as compensation, benefits, layoffs, return from layoff, company sponsored training, education, and tuition assistance without regard to race, color, religion, national origin, handicap, veteran status, age or sex.
- l. Trinity Services shall provide job descriptions concerning each inmate assignment in the food service area. Trinity Services shall be responsible for the direct supervision of all aspects of food production. Inmate workers will provide labor for meal preparation, serving, sanitation, and other related food service duties. In addition, Trinity Services will be responsible for training, scheduling, and work assignments for kitchen inmate labor. Trinity Services shall ensure that all inmates have been medically screened and approved prior to working in the kitchen. Trinity Services' employees shall immediately notify the Jail's staff of any inmate rule violations, inmate performance violations, and any other life, health, safety violations regarding the inmate(s) under his or her supervision. As appropriate, the Jail staff will remove and replace inmate workers. The Jail will assign a correctional officer to the kitchen during operational hours Trinity Services' employees.
- m. Trinity Services shall provide a written staffing plan and specific job descriptions that identify each position. If the staffing plan identifies a position as full-time, that position may not be filled with two part time staff members to create a full time equivalent.

2.2 Quality Improvement / Training Program

- a. Trinity Services shall provide the appropriate training for food services staff. All Trinity Services staff shall be Serve-Safe certified within 90 days of employment and assignment to the Jail. All Trinity Services employees shall be ACA Correctional Food Services certified within 120 days of employment and assignment to the Jail. All Trinity Services employees shall be required to attend 40 hours of ACA required training, provided by the Jail, including blood borne pathogens training annually. All Trinity Services shall be required to attend fire and emergency training and other training as required by Jail policy. Attendance at these mandatory training sessions will be at no additional cost to the Jail.
- b. Trinity Services shall maintain personnel files on food service personnel which may be made available to the Superintendent upon request.

- c. Trinity Services' personnel shall attend meetings (at least once per quarter) with Jail officials and appropriate facility staff to review significant issues and changes and to provide feedback *relative to* the Quality Improvement/Action Program to address any deficiencies or recommendations regarding the inmate food service program.

2.3 Drug Free Workplace

A drug-free workplace shall be maintained with the required provisions. During the performance of this Agreement, Trinity Services agrees to:

- a. Provide a drug-free workplace for Trinity Services' employees.
- b. Post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, possession, or use of a controlled substance or marijuana is prohibited in Trinity Services' workplace and specifying the actions that will be against employees for violations of such prohibition.
- c. State in all solicitations or advertisements for employees placed by or on behalf of Trinity Services that Trinity Services maintains a drug-free workplace.
- d. Include the provisions of the foregoing clauses in every subcontract or purchase order of over ten thousand dollars (\$10,000) so that such provisions will be binding upon each subcontractor or Trinity Services.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to Trinity Services, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of this contract.

2.4 Administrator's Satisfaction with Food Service Personnel

If the Jail becomes dissatisfied with any food service personnel provided by Trinity Services hereunder, or by any independent contractor, subcontractors or assignee, Trinity Services, in recognition of the sensitive nature of correctional services, shall, following receipt of written notice from the Jail of the grounds for such dissatisfaction and in consideration of the reasons therein, shall exercise its best efforts to resolve the problem. If the problem is not resolved satisfactorily to the Jail, Trinity Services shall remove or shall cause any independent contractor, subcontractor, or assignee to remove the individual about whom the Jail has expressed dissatisfaction. Should removal of an individual become necessary, Trinity Services will be allowed reasonable time, prior to removal, to find an acceptable replacement, without penalty or any prejudice to the interest of Trinity Services. However, if the Superintendent determines that the employee is a threat to the safety and/or security of the Jail, they shall be removed at once, and the Superintendent will allow for a reasonable time to replace

that employee

2.5 Research Involving Inmates

No research projects involving inmates, other than projects limited to the use of information from records compiled in the ordinary delivery of the food services operation, shall be conducted without the prior written consent of the Jail. The conditions under which the research shall be conducted shall be agreed upon by Trinity Services and the Jail and shall be governed by written guidelines. In every case, the written informed consent of each inmate who is a subject of a research project shall be obtained prior to the inmate's participation as a subject.

2.6 Subcontracting and Delegation

In order to discharge its obligations, hereunder, Trinity Services may not engage professionals as independent contractors to perform some services, rather than as employees.

2.7 Discrimination

During the performance of this Agreement, Trinity Services agrees as follows:

Every contract over ten thousand dollars (\$10,000) shall include or incorporate by reference the following provisions:

- a. Trinity Services will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of Trinity Services. Trinity Services will agree to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- b. In all solicitations or advertisements for employees, each will state that it is an equal opportunity employer.
- c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- d. Trinity Services will include the provisions of the foregoing paragraphs A, B, and C in every subcontract or purchase order of over ten thousand dollars (\$10,000), so that the provisions will be binding upon the subcontractor or Trinity Services.

SECTION 3: ACCREDITATION

Obligations of Trinity Services

During the term of this Agreement, Trinity Services' services shall meet the food service standards promulgated by the American Correctional Association (ACA) current Performance Based Standards for Food Services in Adult Local Detention Facilities and the current standards of the National Commission on Correctional Healthcare (NCCHC). This obligation shall include the providing of written reports, onsite reviews, preparation of forms and applications and attendance at meetings as required by the Jail. Trinity Services shall not be responsible for NCCHC or ACA requirements not under Trinity Services' direct control or within the scope of Trinity Services' services.

SECTION 4: EDUCATION

4.1 Inmate and Staff Training

Trinity Services shall provide a training program for staff and inmates which meets all training standards as established by the State of Virginia, American Correctional Association and National Commission on Correctional Health Care.

a. In-Service Training

Trinity Services shall provide appropriate in-service training for all food service staff in accordance with ACA and NCCHC standards. The selected topics which require staff training shall be identified and presented to the Superintendent or his/her designee at the start of this Agreement. To accomplish this objective, Trinity Services employees may attend the Jail's training programs; however, all wages earned by Trinity Services employee shall be the responsibility of Trinity Services.

b. Orientation of New Employees

1. Trinity Services shall be responsible for ensuring that all new food service personnel are provided with orientation regarding food service practices on-site at the Jail. Orientation regarding other facility operations will be the responsibility of the Jail. Trinity Services shall provide a written lesson plan or equivalent, approved by the Superintendent, describing the orientation training.
2. Trinity Services shall distribute a written job description to each member of the food services staff which clearly delineates his/her assigned responsibilities. Trinity Services shall monitor the performance of food services staff to ensure adequate job performance in accordance with these job descriptions.

c. Orientation of Inmate Workers

1. Trinity Services shall be responsible for ensuring all inmate workers are

provided with orientation and training in their specific job responsibilities. Written documentation of the inmate's orientation will be provided and approved by the Superintendent. The documentation of each inmate's orientation will be maintained on file in the kitchen.

2. Trinity Services shall distribute a written job description to each inmate worker which clearly delineates his/her assigned responsibilities. Trinity Services shall monitor inmate worker job performance in accordance with these job descriptions and complete monthly evaluations on the appropriate form provided by the Jail. The evaluations must be completed on every inmate worker and returned to the Jail Staff in a timely manner, no later than the tenth (10th) day of the month following the evaluation month.
3. Trinity Services shall implement the Work Feed Succeed advanced inmate training program in a manner mutually agreeable to the parties.

SECTION 5: RECORDS AND REPORTS

5.1 Regular Reports by Trinity Services to the Jail

Trinity Services shall provide periodic written reports detailing the overall operation of the inmate food services program. The following reports by way of illustration and not limitation shall be provided:

- a. Monthly status report of food services provided to inmates
- b. Quarterly and annual reports for the analysis of services provided
- c. Issues and concerns identified at administrative meetings with Jail officials
- d. Other reports required by the Jail, Virginia Department of Health, National Commission on Correctional Health Care standards, American Correctional Association standards, and the Virginia Department of Corrections standards

5.2 Inmate Information

Subject to the applicable Virginia law, in order to assist Trinity Services in providing the best possible food services to inmates, the Jail will provide Trinity Services with information pertaining to inmates that Trinity Services and the Jail mutually agree that is reasonable and necessary for Trinity Services to adequately perform its obligation hereunder.

5.3 Trinity Services' Records Available to the Jail with Limitations on Disclosure:

Trinity Services shall make available to the Jail at the Jail's request, all records, documents and other papers relating to the direct delivery of food services to inmates hereunder. The Jail understands that many of the systems, methods, procedures,

written materials and other controls employed by Trinity Services in the performance of its obligations hereunder are proprietary in nature and will remain the property of Trinity Services. Information concerning such may not, at any time, be used, distributed, copied or otherwise utilized by the Jail, except in connection with the delivery of food services hereunder; or as permitted or required by law, unless such disclosure is approved in advance writing by Trinity Services.

5.4 Records Available to Trinity Services with Limitations on Disclosure

During the term of this Agreement and for a reasonable time thereafter, the Jail will provide Trinity Services, at Trinity Services' request, the Jail's records relating to the provision of food services to inmates as may be reasonably requested by Trinity Services or as are pertinent to the investigation or defense of any claim related to Trinity Services' conduct. These records will be provided consistent with applicable law and to the extent the Jail has any control over those records as Trinity Services may reasonably request. Any such information provided by the Jail to Trinity Services that the Jail considers confidential shall be kept confidential by Trinity Services and shall not, except as may be required by law, be distributed to any third party without the prior written approval of the Jail.

SECTION 6: SECURITY

6.1 General

Trinity Services and the Jail understand that adequate security services are necessary for the safety of the agents, employees and subcontractors of Trinity Services as well as for the security of inmates and Jail's staff; consistent with the correctional setting. The Jail will provide sufficient security to enable Trinity Services to safely and adequately provide the food services delivery system as described in this Agreement. Nothing herein shall be construed to make the Superintendent, his/her officers or employees a guarantor of the safety of Trinity Services' employees, agents or subcontractors, including their employees.

The Jail shall provide a corrections officer to supervise kitchen operations during all kitchen operating hours.

6.2 Loss of Equipment and Supplies

The Jail shall not be liable for loss of or damage to equipment and supplies of Trinity Services, its agents, employees or subcontractors unless such loss or damage was caused by the negligence of the Jail's staff.

SECTION 7: OFFICE SPACE, EQUIPMENT, INVENTORY AND SUPPLIES

7.1 General

The Jail agrees to provide Trinity Services space, facilities, the existing equipment in place in the jail's kitchen, office space, and food pantries upon the implementation of this contract and utilities including all local telephone costs. Trinity Services will be responsible for all long distance telephone costs. The Jail will provide necessary inmate labor for the maintenance and housekeeping of the office space and facilities. Trinity Services agrees it has inspected the facilities and that such space and facilities are sufficient for its agents, employees and subcontractors to perform all of the obligations required under this Agreement.

7.2 Delivery and Possession

The Jail will provide to Trinity Services beginning on the date of commencement of this Agreement, possession and control of all Jail equipment, food service facilities, and supplies in place at the jail's food service facility. At the termination of this or any subsequent Agreement, Trinity Services will return to the Jail's possession and control of all software, equipment, and food service facility in working order, reasonable wear and tear expected, which were in place at the Jail's food service unit prior to the commencement of services under this Agreement.

SECTION 8: TERM AND TERMINATION OF AGREEMENT

8.1 Term

The initial term of this Agreement shall be one (1) year commencing July 1, 2016 and ending June 30, 2017. The Jail may extend the contract for four additional one (1) years terms, if mutually agreeable in writing with the Jail and Trinity Services.

8.2 Termination

This Agreement may be terminated as otherwise provided in this Agreement as follows:

- a. **Termination for Cause:** The Jail may terminate this Agreement at any time if Trinity Services fails to carry out the provisions of the Agreement or to make substantial progress under the terms specified in this Agreement. The Jail shall provide Trinity Services with ninety (90) days notice of conditions the Jail believes to justify termination of the Agreement. If after notice, Trinity Services fails to remedy the condition contained in the notice, the Jail may issue an order to stop work immediately. The Jail shall be obligated to reimburse Trinity Services only for those services rendered prior to the date of the order to stop work, less any liquidated damages that may be assessed for non-performance.

- b. Termination by Agreement: Either party provided a ninety (90) day written notice is given to the other party may terminate this contract. Written notice to the Western Virginia Regional Jail must be sent to the Superintendent of the Western Virginia Regional Jail.
- c. Annual Appropriations and Funding: This Agreement is subject to the annual appropriation of funds by the Jail. Notwithstanding any provision herein to the contrary, if funds are not appropriated for this Agreement, then the Jail shall be entitled to immediately terminate this Agreement, without penalty or liability.
- d. Unless otherwise agreed to by the Jail and Trinity Services, this Agreement shall become null and void on the last day of the fiscal year for which appropriations were received.

8.3 Responsibility for the Inmate Food Service Program

Upon termination of this Agreement, all responsibility for the delivery of the food services program to all inmates in the Jail will be transferred from Trinity Services to the Jail.

SECTION 9: ADMINISTRATION

9.1 Policies and Procedures

Trinity Services shall implement site specific policies and procedures for the food services operation which are compliant with American Correctional Association standards, National Commission on Correctional Health Care standards, and Virginia Department of Corrections standards. In areas which impact upon the security and general administration of the Jail, the policies and procedures of Trinity Services are subject to review and approval of the Superintendent or his/her designee. Subsequent modifications to the policies and procedures shall be made by Trinity Services and approved by the Superintendent or his/her designee.

9.2 Unusual Incidents

Trinity Services shall be responsible for ensuring that its staff reports any problems and/or unusual incidents to the Superintendent or his/her designee.

9.3 Public Relations

Trinity Services' food services manager or his/her designee shall represent the food services operation in discussions with local civic groups or visiting officials as mutually agreed upon by both parties. Trinity Services shall abide by the Jail's Media Relations and confidentiality policies and procedures.

9.4 **Inmate Complaints:**

Trinity Services shall establish and implement policies and procedures for handling inmate complaints. Trinity Services shall provide a written response to inmate complaints. A copy of the written response to inmate complaints shall be forwarded to the Superintendent or his/her designee.

ARTICLE 10: COMPENSATION

10.1 **Base Compensation**

- a. **Meal Orders:** The Jail shall notify Trinity Services of the actual number of meals ordered each day at a mutually agreed time prior to meal service, and the Jail shall make additions or deletions to such order within a mutually agreed upon time prior to meal service. For Pricing See Attachment A:
- b. **Billing and Prices:** During the term of this Agreement, Trinity Services shall submit a billing invoice to the Jail at the close of each weekly billing period which shall be payable within ten (10) calendar days after the date of receipt by the Jail of a correct billing invoice. If an incorrect billing invoice is submitted, payment shall be made within thirty (30) calendar days of receipt of a corrected billing invoice. In the event this Agreement should commence or terminate on a date other than the first or last day of any calendar month, compensation to Trinity Services will be prorated accordingly for the shortened month. The price per meal charged to the Jail for meals served to residents shall be based on the Scale attached hereto as Schedule 1.
- c. **Manner of Payment:** Payment shall be made to:

Trinity Services Group, Inc.
62836 Collection Center Drive
Chicago, IL 60693-0628

- d. Trinity Services shall provide sufficient staff at all times to provide for the efficient operation of the food service. Trinity will provide one (1) full time Food Service Director, one (1) full time Assistant Food Service Director, and five (5) full time hourly Food Service Workers, as described in RFP response #2016-222 dated February 29, 2016. Trinity will provide the Jail with a Staffing schedule on a regular basis as well as contact information for all staff and an emergency call in procedure. Trinity will use Overtime or alternate staff from other facilities to cover any absences during the normal course of business.
- e. If any position, identified in RFP response #2016-222 remains vacant for more than thirty (30) days, the authority may assesses a monetary payback for salaries associated with the vacancy. The payback assessed will cover the vacancy period beginning on the 31st day of the vacancy. The payback hours will be taken against the next scheduled payment to Trinity Services. The amount assessed will be equal to the actual hourly rate provided to the position. Trinity Services is responsible to

provide a timely and accurate presentation of payroll information to the Superintendent in order to verify the accuracy of the payback.

10.2 Compensation Escalator

The compensation (i.e., annual price and per meal cost as defined in Sections 10.01, current pricing as agreed shall not increase prior to July 1st, 2017) to Trinity Services for succeeding twelve (12) month periods (after the first twelve (12) months of this Agreement) may be increased on July 1 of each year by the average percentage increase of the Consumer Price Index (CPI) Food away from home index. The base period for price redetermination shall be an annual average from March to March, and shall be based upon the Consumer Price Index, All Urban Consumers (CPI-I), U.S. Jail Average, Food Away From Home Index, published by the U.S. Department of Labor (the index). Such adjustments shall be calculated using a percentage in which the numerator is the Index for the second month preceding the beginning of the new twelve (12) month period and the denominator which is the Index for the second month preceding the beginning of the prior 12-month period. The percentage shall be applied to the then current per meal price to determine the price for the subsequent 12-month period, and such unit price shall be effective on July 1 of each year. However, the CPI increase must not exceed 5% for any 12 month period. Any proposed CPI escalator shall be provided to the Jail by December 15th of the year, so that the Superintendent may reasonably prepare for any budget adjustments that may need to be requested in the upcoming fiscal year.

SECTION 11: LIABILITY AND RISK MANAGEMENT

11.1 Insurance

During the term of this Agreement, Trinity Services shall maintain proper insurance with a company rated at least A by Best's Insurance ratings which is licensed to conduct business in the Commonwealth of Virginia and shall furnish the Jail with certificates of insurance which is to also include insurance deductibles, if applicable. The certificates shall identify the Jail, its agents and employees, and volunteers as additional insureds, providing coverage against any and all claims and demands made by any person or persons whomsoever for property damages or bodily injury,(including death) incurred in connection with the services to be provided under this contract with respect to the Commercial General Liability coverage. With respect to Workers Compensation coverage, Trinity Services' insurance company shall waive right of subrogation against the Jail, its officers, agents, and employees and volunteers.

- a. The above limit amounts may be met by an umbrella policy following form of the underlying primary coverage in a minimum of \$3,000,000.00.
- b. Proof of Insurance Coverage: Trinity Services shall furnish the Jail with the required certificates of insurance showing the type, amount, effective dates and date of expiration of the policies. The required certificates of insurance shall contain

substantially the following statement: *"Should any of the above described policies be canceled before the expiration date thereof issuing company shall provide 30 days written notice to the Jail".*

11.2 Hold Harmless

Trinity Services shall indemnify, defend and hold the Jail and its officers, agents and employees of each, harmless from and against any claims arising out of the negligent acts or omissions of Trinity Services of its obligations hereunder. The Jail shall immediately notify Trinity Services of any incident, claim or lawsuit of which the Jail becomes aware and shall fully cooperate in the defense of such claim, but Trinity Services shall retain sole control of the defense while the action is pending.

The Jail, to the extent permitted by law, does hereby agree to indemnify and hold harmless Trinity Services, its agents, servants, employees and staff from any and all injuries, claims, actions, lawsuits, damages, judgments or liabilities of any kind whatsoever arising out of the operation and maintenance of the Facility and the custody of inmates except as would relate to any injury, claim action, lawsuit, damage, judgment or liability caused by or contributed to by the negligence of Trinity Services, its agents, servants, employees or staff to the extent of such negligence.

SECTION 12: MISCELLANEOUS

12.1 Independent Contractor Status

The parties acknowledge that Trinity Services is an independent contractor. Nothing in this Agreement is intended nor shall be construed to create an agency relationship, an employer/employee relationship, or a joint venture relationship among the parties.

12.2 Assignment and Subcontracting

Trinity Services shall not assign, transfer, convey, sublet, or otherwise dispose of this award, or any or all of its rights, obligations, or interests under this Agreement without the prior written consent of the Jail. Any such assignment or subcontract shall include the obligations contained in this Agreement. Any assignment or subcontract shall not relieve Trinity Services of its independent obligation to provide the services and be bound by the requirements of this Agreement.

12.3 Notice

Unless otherwise provided herein, all notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand or sent by certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the appropriate party at the following address or to any other person at any other address as may be designated in writing by the parties:

a. Authority

Superintendent Colonel Bobby D. Russell
c/o Western Virginia Regional Jail Authority
5885 West River Road
Salem, Virginia 24153

b. Trinity Services

Trinity Services Group, Inc.
Attn: Chief Executive Officer
477 Commerce Boulevard
Oldsmar, FL 34677

With a copy to:

Stephen A. Hould, General Counsel
920 Third Street
Neptune Beach, FL 32266

12.4 Governing Law

This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Virginia, with the local venue as Roanoke County, Virginia, except as specifically noted.

12.5 Entire Agreement

This Agreement constitutes the entire agreement of the parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions and agreements that have been made in connection with the subject matter hereof. No modifications or amendments to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto. All prior negotiations, agreements and understandings with respect to the subject matter of this Agreement are superseded hereby.

12.6 Amendment

This Agreement may be amended or revised only in writing and signed by all parties.

12.7 Waiver of Breach

The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof

12.8 Severability

In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect and enforceable in accordance with its terms.

12.9 Force Majeure

The term "Force Majeure" means any war, riot or other disorder, natural disaster, strike or work stoppage, fire, flood, or any other act not within the control of the party whose performance is interfered with, and which, by reasonable diligence, such party is unable to prevent. In the event of a Force Majeure, the Jail will permit reasonable variations in Trinity Services' menu cycle and service methods. However, Trinity Services shall not be relieved of its responsibility to provide inmate food service under the terms of this Agreement. Trinity Services shall submit a contingency emergency plan to provide meal service in the event of a Force Majeure 30 days prior to the commencement of full-time operations. Any additional costs, if any, incurred in providing service in the event of a Force Majeure shall be negotiated by the Jail and Trinity Services.

12.10 Effect of This Agreement

This Agreement constitutes the complete understanding between the parties with respect to the terms and conditions set forth herein and supersede all previous written or oral agreements and representations. The terms and conditions of this Agreement shall control over any terms and conditions in any solicitation, request for proposal, proposal, purchase order, acknowledgment, or other written form. This Agreement may be modified only in writing that expressly references this Agreement and is executed by both of the parties hereto.

12.11 Liaison

The Superintendent or his/her designee shall be the liaison with Trinity Services.

12.12 Aliens

The Contractor does not, and during the term of this contract will not, knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.

12.13 Discrimination

The Jail does not discriminate against faith-based organizations. For the purposes of this section, "faith-based organization" means a religious organization that is or applies to be a contractor to provide goods and services for programs funded by the block grant provided pursuant to the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, P.L. 104-193.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK AND THE PARTIES SIGNATURES APPEAR ON THE FOLLOWING PAGE.

IN WITNESS WHEREOF, the parties hereto, each entity acting through its duly authorized officers has hereunto set their hands and seals of the day and year first above written.

This Agreement constitutes the complete understanding between the parties with respect to the terms and conditions set forth herein and supersedes all previous written or oral agreements and representations. The terms and conditions of this Agreement shall control over any terms and conditions in any solicitation, request for proposal, proposal, purchase order, acknowledgment, or other written form. This Agreement may be modified only in writing that expressly references this Agreement and is executed by both of the parties hereto.

By: _____

Colonel Bobby D. Russell, Superintendent
Western Virginia Regional Jail Authority

By: _____

David M. Miller, Chief Operating Officer
Trinity Services Group, Inc.

Date: _____

Date: _____

ATTEST:

Witness

ATTEST:

Witness

Date: _____

Date: _____

"Attachment - A"

SCHEDULE 1

SCALE

WESTERN VIRGINIA REGIONAL JAIL AUTHORITY

JULY 1, 2016

<u>Number of Meals</u> (greater of ordered or served)	<u>Price per Meal</u>
550 and below	\$1.132
551-600	\$1.078
601-650	\$1.033
651-700	\$0.995
701-750	\$0.962
751-800	\$0.934
801-850	\$0.909
851-900	\$0.890
901-950	\$0.873
951 and above	\$0.858

There will be no charge for Staff Meals.

For purpose of determining the price per meal, the scale point shall be determined by dividing the total number of meals ordered/served in the billing cycle by an amount equal to 3 times the number of days in the billing cycle. For example in a 30 day month, if the total number of meals ordered/served is 63,450, the scale would be determined by dividing 63,450 by 90 (3X30 days) equaling 705 and the price per meal would be \$0.962.

ADDENDUM TO CONTRACT FOR INMATE FOOD SERVICES
BETWEEN THE WESTERN VIRGINIA REGIONAL JAIL
AND TRINITY SERVICES GROUP, INC.
Contract Number: 2016-222

This Addendum to Contract Number 2016-222 is made by and between Trinity Services Group, Inc. ("Trinity) and the Western Virginia Regional Jail ("WVRJ"). Trinity and the WVRJ are referred to herein as the "Parties".

WHEREAS, the Parties have entered into a Contract for comprehensive on-site food service for inmates housed in various regional jail facilities located in Salem, Virginia made effective July 1, 2016 (the "Contract"), and

WHEREAS, the WVRJ has requested that Trinity provide meals for the rotating overnight shift and the Parties desire to add the additional staff food services as stated herein and to modify the price per meal for inmate meals, and

WHEREAS, the Contract provides in part that if changes to the original Contract become necessary, a formal Contract change order will be negotiated between the Parties and an approved contract change order is required whenever the change affects the payment provisions and/or the scope of work.

Now therefore, the Parties agree as follows:

1. The foregoing recitals are incorporated herein and made a part of this Addendum.
2. For nights when the staff overnight/rotating platoon is assigned to work, Trinity shall serve the staff overnight/rotating platoon twenty five (25) dinner meals per night worked. The dinners will mirror the daily lunch menu, when applicable, and consist of a main course, two side dishes and a desert. Examples of main courses are, but not limited to, baked chicken, chicken nuggets, lasagna, hamburgers or hotdogs. Examples of the side dishes, are but not limited to, peas, green beans, mixed vegetables pasta salad or potato salad. Examples of the deserts, are but not limited to, cake, pudding, muffins or cobbler.
3. The staff meals will be served on Styrofoam trays and will be placed in the Officer Dining Room staff refrigerator when the kitchen workers exit the kitchen. A tray of twenty five (25) deserts will also be placed in the refrigerator.
4. Commencing with the service of the staff overnight meals, the following inmate meal price scale shall be effective:

<u>Number of Meals</u> (greater of ordered or served)	<u>Price per Meal</u>
550 and below	\$1.147
551-600	\$1.093
601-650	\$1.048
651-700	\$1.010
701-750	\$0.977

751-800	\$0.949
801-850	\$0.924
851-900	\$0.905
901-950	\$0.888
951 and above	\$0.873

5. This Addendum shall be deemed an Approved Written Change Order under the terms of the Contract.

6. This Addendum to the Contract constitutes the complete understanding between the parties with respect to the terms and conditions set forth herein and supersedes all previous written or oral agreements and representations. The terms and conditions of this Addendum to the Contract shall control over any terms and conditions in any solicitation, request for proposal, proposal, purchase order, acknowledgement, or other written form. The terms of this Addendum may be modified only in writing that expressly references this Agreement and is executed by both of the parties hereto.

7. Except as modified by the terms of this Addendum, the terms and conditions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto, each entity acting through its duly authorized officers has hereunto set their hands and seals as of the day of October, 2017.

By: _____
Colonel Bobby D. Russell, Superintendent
Western Virginia Regional Jail

By: _____
Representative
Trinity Food Services Group Inc.

Date: _____

Date: _____

ATTEST:

ATTEST:

Witness

Witness

Date: _____

Date: _____

TRINITY SERVICES
GROUP, INC.



Superintendent Colonel Bobby D. Russell
Western Virginia Regional Jail Authority
5885 West River Road
Salem, VA 24153

January 22, 2020

Re: Agreement for Inmate Food Services

Dear Colonel Russell:

It continues to be an honor and a pleasure to provide inmate and staff food services for the Western Virginia Regional Jail Authority ("WVRJA"). As discussed, Trinity is prepared to implement the following menu changes for an additional \$0.01 per meal: (1) remove coffee completely from the menu; (2) remove milk from the menu (Monday through Friday) and replace it with a portion control breakfast beverage (Monday through Friday) (carton milk will continue to be served on Saturday and Sunday); (3) remove the bulk drink at lunch and dinner for the entire week (Monday through Sunday) and replace it with portion control juice packets (Monday through Sunday). Trinity will also serve portion control coffee every morning (Monday through Sunday) for an additional \$0.051 per meal; this cost will be billed on a separate invoice and not included in the new scale pricing attached hereto. The menu changes and scale pricing will be effective as of 3/13/2020.

Assuming this meets with your approval, please sign the enclosed confirmation copy of this letter and return it to me for our files. Of course, should you have any questions concerning this or if you require some other form of documentation, please do not hesitate to contact me.

Thank you again for your continued business. We always strive to exceed client expectations and if there are ever any questions or concerns regarding food service at your facility, or if I can otherwise ever be of service, please do not hesitate to contact me.

Very truly yours,

Matt Cinquemani, District Manager - East Region
Direct Phone: 540.226.3349

Matt.Cinquemani@trinityservicesgroup.com

Agreed:

Western Virginia Regional Jail Authority

By: Bobby Russell
Date: 3.23.20



"Attachment A"

Schedule 1

Meal Price Scale - Effective 3/13, 2020

Western Virginia Regional Jail Authority

<u>Number of Meals</u> (greater of ordered or served)	<u>Price per Meal</u>
550 and below	\$1.214
551 - 600	\$1.157
601 - 650	\$1.110
651 - 700	\$1.070
701 - 750	\$1.035
751 - 800	\$1.006
801 - 850	\$0.980
851 - 900	\$0.960
901 - 950	\$0.942
951 and above	\$0.926

There will be no charge for Staff Meals.

For purpose of determining the price per meal, the scale point shall be determined by dividing the total number of meals ordered/served in the billing cycle by an amount equal to 3 times the number of days in the billing cycle. For example, in a 30 day month, if the total number of meals ordered/served is 63,450, the scale would be determined by dividing 63,450 by 90 (3X30 days) equaling 705 and the price per meal would be \$1.035.

TRINITY SERVICES
GROUP, INC.



CONFIRMATION COPY

Superintendent Colonel Bobby D. Russell
Western Virginia Regional Jail Authority
5885 West River Road
Salem, VA 24153

December 15, 2019

Re: Agreement for Inmate Food Services

Dear Colonel Russell:

It continues to be an honor and a pleasure to provide inmate and staff food services for the Western Virginia Regional Jail Authority. Trinity Services Group would respectfully request your agreement to extend the Agreement for Inmate Food Services for another year commencing July 1, 2020. As you will recall, our agreement provides that the inmate meal prices shall be annually adjusted at a rate equal to the change in the Consumer Price Index, Food Away From Home, using the most recent March data not to exceed 5%. I have enclosed a copy of the March data and am pleased to confirm that the increase was 3.0%, well below the maximum. I have attached a revised "Attachment A" with an adjusted scale which will be effective July 1, 2020.

Assuming this meets with your approval, please sign the enclosed confirmation copy of this letter confirming the renewal and price adjustment and return it to me for our files. The original is for your records. Of course, should you have any questions concerning this or if you require some other form of documentation, please do not hesitate to contact me.

Thank you again for your continued business. We always strive to exceed client expectations and if there are ever any questions or concerns regarding food service at your facility, or if I can otherwise ever be of service, please do not hesitate to contact me.

Very truly yours,

Matt Cinquemani, District Manager – East Region
Direct Phone: 540.226.3349
Matt.Cinquemani@trinityservicesgroup.com

Agreed:

Western Virginia Regional Jail Authority

By: Bobby Russell

Date: 4.8.20



TRINITY SERVICES
GROUP, INC.

"Attachment A"

Schedule 1

Meal Price Scale – Effective July 1, 2020

Western Virginia Regional Jail Authority

<u>Number of Meals</u> (greater of ordered or served)	<u>Price per Meal</u>
550 and below	\$1.240
551- 600	\$1.181
601 – 650	\$1.133
651 – 700	\$1.092
701 – 750	\$1.056
751 – 800	\$1.026
801 – 850	\$0.999
851 – 900	\$0.979
901 – 950	\$0.960
951 and above	\$0.943

There will be no charge for Staff Meals.

For purpose of determining the price per meal, the scale point shall be determined by dividing the total number of meals ordered/served in the billing cycle by an amount equal to 3 times the number of days in the billing cycle. For example, in a 30 day month, if the total number of meals ordered/served is 63,450, the scale would be determined by dividing 63,450 by 90 (3X30 days) equaling 705 and the price per meal would be \$1.056.

*Bob
7-8-20*