



# County of Allegheny

## Office of the Controller

PERFORMANCE AUDIT REPORT  
ON CONTRACT COMPLIANCE  
WITH CONTRACT #152809  
BETWEEN ALADDIN FOOD  
MANAGEMENT SERVICES, LLC AND  
ALLEGHENY COUNTY FOR THE PERIOD  
JULY 1, 2013 THROUGH JUNE 30, 2015

July 12, 2016

**Chelsa Wagner**  
Controller

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**CHELSA WAGNER**  
CONTROLLER

# COUNTY OF ALLEGHENY

## OFFICE OF THE CONTROLLER

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June 8, 2016

Mr. Dennis Biondo  
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Kane Regional Centers  
955 Rivermont Drive  
Pittsburgh, PA 15207

Mr. Keith Cullinan  
President  
Aladdin Food Management Services, LLC  
21 Armory Drive  
Wheeling, WV 26003

**PERFORMANCE AUDIT REPORT**  
**ON CONTRACT COMPLIANCE**  
**WITH CONTRACT #152809**  
**BETWEEN ALADDIN FOOD**  
**MANAGEMENT SERVICES, LLC AND**  
**ALLEGHENY COUNTY FOR THE PERIOD**  
**JULY 1, 2013 THROUGH JUNE 30, 2015**

Dear Mr. Biondo and Mr. Cullinan:

We have conducted a performance audit to evaluate the compliance of Aladdin Food Management Services, LLC (“Aladdin”) with the terms and provisions of its Allegheny County contract #152809 for dietary management, meals, and related services at the Kane Regional Centers. Our performance audit covers the period from July 1, 2013 through June 30, 2015, and was performed in accordance with *Government Auditing Standards* issued by the Comptroller General of the United States.

The results of our procedures revealed a number of instances of noncompliance with the terms and provisions of contract #152809, which suggests that the contract monitoring conducted by Kane Regional Centers’ management is not sufficient. In addition, the Kane Regional Centers paid \$18,950 more than they should have for part-time food service workers and \$7,434 more than they should have paid for Supervisory Dietician services, and are due a refund from Aladdin. The detailed results of our performance audit are included in the attached report.



Mr. Dennis Biondo  
Mr. Keith Cullinan  
June 8, 2016

We would like to thank the management and staff of Aladdin Food Management Services, LLC, and the Kane Regional Centers for their courtesy and cooperation during the performance of our procedures.

Kind regards,



Chelsa Wagner  
Controller



Lori A. Churilla  
Assistant Deputy Controller, Auditing

cc: Honorable John DeFazio, President, County Council  
Honorable Nicholas Futules, Vice-President, County Council  
Honorable Rich Fitzgerald, Allegheny County Executive  
Mr. William D. McKain, County Manager, Allegheny County  
Ms. Jennifer Liptak, Chief of Staff, County Executive  
Ms. Mary C. Soroka, Director, Office of Budget and Finance  
Mr. Joseph Catanese, Director of Constituent Services, County Council  
Mr. Walter Szymanski, Director of Budget and Administration, County Council  
Mr. Alan Roberts, District Manager, Aladdin Food Management Services, LLC

## **I. Introduction**

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For over 50 years, the Kane Regional Centers have been providing care for the elderly and disabled of Allegheny County. The Kane Regional Centers strive to provide quality nursing and rehabilitation services to enhance the lives of their residents, families, and community.

There are currently four Kane Regional Centers located in Allegheny County: Glen Hazel, McKeesport, Ross, and Scott. The Glen Hazel Center located in the hills between Squirrel Hill and the Monongahela River is the smallest of the Kane Regional Centers, and houses the administrative offices for all four of the Centers. The McKeesport Center located along the Youghiogheny River is the largest of the Kane Regional Centers. The Scott Center located between Mt. Lebanon and Scott Township is the second largest of the Kane Regional Centers. The Ross Center situated in the North Hills near Ross Park Mall and McKnight Road is the second smallest of the Kane Regional Centers.

All four Kane Regional Centers provide short-term skilled care and long-term care for seniors. The Glen Hazel and Ross Centers also offer independent living. The Glen Hazel and Scott Centers offer Alzheimer's, dementia, and memory loss care as well. There are various options available to the resident and/or family to pay for Kane services, such as Medicare, Medigap, Medical Assistance, private health insurance, and out-of-pocket.

Allegheny County entered into contract #152809 with Aladdin Food Management Services ("Aladdin") for the provision of food services at the Kane Regional Centers. The contract had an initial term of one year, from July 1, 2013 through June 30, 2014. Allegheny County has the sole option to extend the term of the contract for up to four consecutive one year periods. The County has already exercised its option to extend the contract for two of the additional one-year option periods, extending the term of the contract through June 30, 2016. The County has been using Aladdin as a food service provider since February 2002. The County's food services costs under contract #152809 for the period from July 1, 2013 through June 30, 2015 were \$7,156,625.

Under contract #152809, Aladdin is responsible for performing the daily tasks of planning, organizing, directing, managing, supervising, and controlling the various food service operations at the Kane Regional Centers, including but not limited to food purchasing, development of cycle menus, food preparation, clinical nutritional care, meal preparation and delivery, maintenance and sanitation, and reporting and program control. Under the contract, Aladdin is to prepare and serve three meals per day, seven days per week, and provide snacks three times daily or at times ordered by a physician.

## I. Introduction

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The Kane Regional Centers' maximum service day capacities and average occupancies for the last three years (2015, 2014 and 2013), and County food service costs for each contract year in our audit period are as follows:

<b>Kane Regional Center</b>	<b>Maximum Service Day Capacity (Beds X 365 Days)</b>	<b>Actual Service Day Occupancy(3-Year Average)</b>	<b>3-Year Average Occupancy as a % of Maximum Capacity</b>	<b>7/1/14 to 6/30/15 County Food Service Costs</b>	<b>7/1/13 to 6/30/14 County Food Service Costs</b>
Ross Twp.	87,600	82,368	94%	\$ 909,856	\$ 780,043
Glen Hazel	76,650	68,597	90%	806,809	797,711
McKeesport	131,400	110,694	84%	975,395	995,416
Scott Twp.	114,610	92,059	80%	990,166	901,229
<b>Total Cost</b>				<b>\$3,682,226</b>	<b>\$3,474,399</b>

Aladdin is paid management fees and meal costs at fixed rates and labor based on services provided. Cost per meal is as follows:

	<b>Employee Cost per meal</b>	<b>Resident Cost per meal</b>
July 2013 - June 2014	\$1.680	\$1.724
July 2014 - June 2015	\$1.689	\$1.733

## **II. Objectives, Scope, and Methodology**

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### **Objective**

Our objective was to evaluate the compliance of Aladdin Food Management Services, LLC (“Aladdin”) with the significant contract compliance requirements of contract #152809.

### **Scope**

Our audit procedures covered the period from July 1, 2013 through June 30, 2015. We conducted the performance audit in accordance with *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain sufficient, appropriate evidence to provide a reasonable basis for our findings and conclusions based on our audit objectives. We believe that the evidence obtained provides a reasonable basis for our findings and conclusions based on our audit objectives.

### **Methodology**

Methodologies used to accomplish our objectives included, but were not limited to the following:

- Reviewed contract #152809, the corresponding Request for Proposal for Dietary Management, Meals, and Related Services for the John J. Kane Regional Centers II (specification #7065), and Aladdin’s proposal.
- Interviewed Kane Regional Center personnel to gain an understanding of contract operation, including internal control we deemed significant to our audit objectives.
- Identified payments made under the contract in JD Edwards, the County’s accounting software.
- Interviewed Kane Regional Centers and Aladdin personnel regarding compliance with contract provisions.
- Interviewed Kane Regional Centers’ residents and employees regarding meal quality and the overall provision of food services at the facilities.
- Reviewed selected Aladdin policies, licenses, insurance certificates, menus, food surveys, meal counts, invoices, and other documents relevant to compliance.
- Applied procedures to assess Aladdin’s compliance with the significant compliance requirements contained in contract #152809.

## **II. Objectives, Scope, and Methodology**

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We provided a draft copy of this report to Aladdin Food Management Services, LLC and the Director of the Kane Regional Centers for response. Their responses begin on pages 30 and 34, respectively.

### **III. Findings and Recommendations**

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**Finding #1: The Kane Regional Centers Have Not Adequately Monitored Aladdin's Compliance With Contract #152809**

Criteria: Kane Regional Centers' management is responsible for monitoring Aladdin's compliance with the terms and provisions of food services contract #152809.

Condition: A lack of attention to the level of contract expenditures in the second year of the contract resulted in the Kane Regional Centers spending more on the food services contract with Aladdin than the contract amount and the amount that was authorized by Executive Action (see Finding #2). We also noted that the Kane Regional Centers' accounting staff reviews the invoices submitted by Aladdin prior to payment, but the invoice review did not identify an overbilling for part-time food service workers during the scope of our engagement and thereafter (see Finding #3). In addition, based on the results of our procedures, monitoring of Aladdin's compliance with the significant provisions of contract #152809 did not occur or was inadequate. Specifically:

- Kane Regional Centers' management was unaware that Aladdin billed the Kane Regional Centers \$7,434 in excess of the allowable amount for Supervisory Dietician services (see Finding #4).
- Kane Regional Centers' management did not ensure that all food safety violations were resolved by Aladdin in a timely fashion (see Finding #5).
- Appropriate internal controls over meal counts have not been instituted, which limits the Kane Regional Centers' ability to determine the validity of the amount invoiced by Aladdin for meals (see Finding #6).
- Kane Regional Centers' management was unaware that quarterly food surveys were not routinely conducted as required (see Finding #7).
- Kane Regional Centers' management was unaware that Aladdin has not logged all food service complaints and their resolutions as required (see Finding #8).
- Kane Regional Centers' management has not required Aladdin to report on all of the reporting elements required by contract #152809 (see Finding #9).
- Kane Regional Centers' management has not required Aladdin to develop, implement, and report on quality improvement programs that monitor every aspect of food service delivery required by contract #152809 (see Finding #10).

### **III. Findings and Recommendations**

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Not only has the Kane Regional Centers' contract monitoring been deficient, the current operating structure does not involve adequate controls to prevent the food service provider from taking advantage of opportunities to lower its food costs in a manner unfair to the Kane Regional Centers and residents. We observed that the current Production Manager at the Ross facility is an Aladdin employee, and that both Dieticians at the Glen Hazel facility are also Aladdin employees.

Each facility's Production Manager is responsible for ordering the foods necessary to prepare all menu items in sufficient quantities that meet the quality requirements specified in the contract. The Production Manager at each facility also oversees the preparation of the meals, which includes ensuring that all menu items listed on residents' meal tickets are included on the residents' trays. Under contract #152809, the Kane Regional Centers pay the provider a fixed cost per meal. Given this compensation structure, the provider can increase its profit under the contract by lowering its food costs. It appears that the contract intends Production Managers that are Kane Regional Centers' employees to be utilized, as this serves as a control to prevent the provider from taking advantage of opportunities to lower its food costs in a manner unfair to the Kane Regional Centers and residents. Such opportunities could, for example, involve purchasing foods in insufficient quantities (such that all residents may not be provided with all menu items on their meal tickets), purchasing foods of insufficient quality, using outdated food items or items that should have been disposed of because they were not maintained at the proper temperature (see Finding #5), or other inappropriate cost-saving techniques. Effective monitoring of food service complaints and their resolution could help to mitigate the risk of utilizing a Production Manager that is an employee of the provider, but as we indicated earlier, all food service complaints and their resolutions have not been logged as required by contract #152809 (see Finding #8).

We were advised by Aladdin management that the Ross facility typically has the lowest food costs of all of the Kane Regional Centers, even though it does not have the lowest resident population. Because food service complaints and their resolutions were not logged as required by the contract, we interviewed several residents and Kane Regional Centers' employees at each of the facilities as we conducted our fieldwork. We interviewed six residents at the Ross facility. During these interviews, three of the residents (50%) advised us that they frequently do not receive all menu items listed on their meal tickets, and two residents (33%)

### III. Findings and Recommendations

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advised us that soup that is left over after a meal is served is frequently watered down and served again the following day as an alternate menu item. We acknowledge that we are unable to verify these claims due to the passage of time. Regardless, in our view, the lack of necessary controls to prevent the provider from taking advantage of opportunities to lower its food costs in a manner unfair to the Kane Regional Centers and residents is problematic.

Dieticians are responsible for ensuring that the meals and any snacks provided to residents meet their dietary needs. In working with residents to develop their meal plans, the Dieticians should take into account the food preferences of the residents where possible. Many of the Kane Regional Centers' residents have special dietary needs that often require deviation from consumption of the standard daily menu items. Because Dieticians have significant influence over the meals and snacks that are provided to residents, it is possible that the Dieticians could "prescribe" or encourage the provision of low cost items instead of focusing on what best meets the dietary needs of the residents, or instead of taking into account the food preferences of the residents. It appears that the contract intends Dieticians that are Kane Regional Centers' employees to be utilized as this serves as a control to prevent the provider from taking advantage of opportunities to lower its food costs in a manner unfair to the Kane Regional Centers and residents. Effective supervision of the provision of dietary services at the Kane Regional Centers could help to mitigate the risk of utilizing Dieticians that are employees of the provider, but as we indicated earlier, the supervision of dietary services at all of the Kane Regional Centers appears to have been inadequate during the scope of our engagement (see Finding #4).

Cause: We were advised that the Kane Regional Centers' management had difficulty in filling both the Production Manager position at the Ross Facility and the Dietician positions at the Glen Hazel facility. Therefore, these positions were filled through Aladdin.

Effect: A failure to effectively monitor for compliance with the terms of service contracts can result in a failure to identify deficiencies in the service being provided. In addition, the Kane Regionals Centers' failure to effectively monitor a service contract could lead a service provider to believe that the Kane Regional Centers are indifferent to the quality of service being provided. A service provider may also view the Kane Regional Centers' failure to effectively monitor a service contract as an opportunity to lower its cost by providing substandard service, avoiding the provision of

### **III. Findings and Recommendations**

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certain services, or engaging in other activities that may be detrimental to the Kane Regional Centers, their residents, or Allegheny County taxpayers. Because adequate controls are not in place to prevent the provider from taking advantage of opportunities to lower its food costs in a manner unfair to the Kane Regional Centers, residents, and taxpayers, it is possible that the Kane Regional Centers, residents, and Allegheny County taxpayers did not benefit from the food services contract to the extent that benefits should have been realized based on the tax dollars spent.

Recommendation: We recommend that Kane Regional Centers' management:

- Assign and clearly communicate the responsibility for monitoring Aladdin's compliance with the significant provisions of contract #152809 to a specific employee or employees in each Center, and periodically follow up with those employees to assess whether compliance is being achieved or if corrective action is necessary.
- Require those employees assigned monitoring responsibilities in each facility to develop and utilize checklists that address each of the significant contract compliance requirements.

Management's Response: The responses begin on pages 30 and 34 of this report.

### **III. Findings and Recommendations**

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**Finding 2: The Kane Regional Centers Issued Payments to Aladdin Under Contract #152809 That Exceeded the Contract Amount and the Amount Authorized by Executive Action**

**Criteria:** County contracts and contract expenditures must be authorized by those charged with governance. In addition, County contracts typically have maximum amounts.

**Condition:** The Kane Regional Centers contract expenditures under contract #152809 during the second year of the contract, July 1, 2014 through June 30, 2015, were \$3,682,439. The contract amount for the first year was not to exceed \$3,500,000. Per contract #152809, any increase in the contract maximums for subsequent years were to be based on increases in the consumer price index, up to 3% per year. However, it appears that there was no increase in the contract amount for the second year, as the Executive Action for the second year authorized the Kane Regional Centers to incur only up to \$3,500,000 in expenditures under contract #152809. Based on this, the expenditures incurred under contract #152809 for the second year exceeded the contract amount and exceeded the amount authorized via Executive Action by \$182,439.

**Cause:** A lack of attention to the level of contract expenditures resulted in the incurrence of expenditures that exceeded both the contract amount and the amount authorized by Executive Action without the drafting and execution of a contract amendment and the submission of an additional Executive Action request.

**Effect:** The incurrence of expenditures in excess of authorized amounts hampers the ability of those charged with governance to control Allegheny County's costs.

**Recommendation:** We recommend that Kane Regional Centers' management more closely monitor the expenditures incurred under the contract in future years to ensure that expenditures do not exceed the authorized amounts.

**Management's Response:** The responses begin on pages 30 and 34 of this report.

### **III. Findings and Recommendations**

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**Finding #3: Aladdin Invoiced the Kane Regional Centers \$18,950 in Excess of the Allowable Amount for Part-Time Food Service Workers**

Criteria: Exhibit B of Contract #152809 indicates that Aladdin may invoice the Kane Regional Centers for 125% of the wages paid to part-time Aladdin food service workers that work at the Kane Regional Centers.

Condition: During our entrance conference, Aladdin admitted invoicing the Kane Regional Centers 130% of the wages paid to part-time Aladdin food service workers that worked at the Kane Regional Centers during the period to which we applied our procedures and thereafter. The total excess billings associated with part-time Aladdin food service workers during the period to which we applied our procedures and thereafter was \$18,950.

Cause: When Aladdin management reported this condition to us, it asserted that the excess billing was an honest mistake. Contract #152809 indicates that Aladdin may invoice the Kane Regional Centers 130% of the wages paid to full-time Aladdin food service workers that work at the Kane Regional Centers, and the billing rate for full-time food service workers was inadvertently used. The Kane Regional Centers accounting staff did not identify the excess billings during their review of the Aladdin invoices.

Effect: Aladdin did not comply with Exhibit B of Contract #152809. The Kane Regional Centers paid \$18,950 more for the work performed by part-time Aladdin food service workers than they were obligated to pay under contract #152809, and are due a refund.

Recommendations: We recommend that Aladdin's management:

- Take measures to ensure that invoices are carefully reviewed before they are submitted to the Kane Regional Centers for payment.
- Immediately refund to the Kane Regional Centers \$18,950, the excess amount Aladdin was paid for part-time Aladdin food service workers.

We recommend that Kane Regional Centers' management:

- Take steps to ensure that the Kane Regional Centers' accounting staff carefully reviews all Aladdin invoices prior to payment to verify that amounts billed for services provided under the contract are being billed at the established rates.

### **III. Findings and Recommendations**

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- Ensure that Aladdin immediately refunds to the Kane Regional Centers \$18,950, the excess paid for part-time Aladdin food service workers.

Management's  
Response:

The responses begin on pages 30 and 34 of this report.

### **III. Findings and Recommendations**

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**Finding #4: Aladdin Invoiced the Kane Regional Centers \$7,434 in Excess of the Allowable Amount for Supervisory Dietician Services**

Criteria: Exhibit A, Section VI. A. 2. of contract #152809 states that the “provider will supply a full-time Supervisory Dietician to oversee the daily activities of dietary clinical staff.” Attachment C to contract #152809 indicates that the compensation costs associated with the full-time Supervisory Dietician are to be included in the management fee for each Kane Regional Center.

Condition: We observed that Aladdin invoiced the Kane Regional Centers \$7,434 for services provided by its Supervisory Dieticians during the scope of our engagement. We noted that the management fees for each Kane Regional Center during the scope of our engagement, which include compensation costs associated with the Supervisory Dietician, have been paid in full by the Kane Regional Centers.

Cause: It appears that Aladdin has not been adequately attentive to the terms of contract #152809. Because the Kane Regional Centers’ management did not take adequate measures to ensure that Aladdin’s compliance with contract #152809 was effectively monitored (see Finding #1), it was unaware that Aladdin had invoiced the Kane Regional Centers in excess of the allowable amount for Supervisory Dietician services.

Effect: Aladdin did not comply with the provisions of Contract #152809 pertaining to Aladdin’s compensation for Supervisory Dietician services. The Kane Regional Centers paid \$7,434 more for Supervisory Dietician services that they were obligated to pay under contract #152809, and are due a refund.

Recommendation: We recommend that Aladdin’s management:

- Take measures to ensure that invoices are carefully reviewed before they are submitted to the Kane Regional Centers for payment.
- Immediately refund to the Kane Regional Centers \$7,434, the excess amount Aladdin was paid for the provision of Supervisory Dietician services.

### **III. Findings and Recommendations**

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We recommend that Kane Regional Centers' management:

- Take steps to ensure that the Kane Regional Centers' accounting staff carefully reviews all Aladdin invoices prior to payment to verify that amounts billed for services provided under the contract are being billed at the established rates.
- Ensure that Aladdin immediately refunds to the Kane Regional Centers \$7,434, the excess paid for the provision of Supervisory Dietician services.

Management's  
Response:

The responses begin on pages 30 and 34 of this report.

### **III. Findings and Recommendations**

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#### **Finding 5: Significant Violations of Food Safety Requirements Were Identified at All Four Kane Regional Centers**

Criteria: Exhibit A, Section V. D. 3. of Contract #152809 stipulates that the provider (Aladdin) is responsible for assuring and maintaining proper food handling, sanitation, and temperature control. Exhibit A, Section V. F .2. of Contract #152809 stipulates that the provider will maintain high standards of cleanliness, at a minimum those required by state and local regulations.

Condition: The Allegheny County Health Department (“ACHD”) Food Safety Program conducts food safety inspections of food facilities in Allegheny County, including the Kane Regional Centers. When we visited the Glen Hazel and McKeesport Kane Regional Centers (the first two Centers we visited), we could not locate ACHD Food Safety Program placards. The placards are ordinarily issued by the Food Safety Program post-inspection and are intended to be prominently displayed.

We requested from ACHD copies of all ACHD food safety inspection reports applicable to the scope of our engagement (July 1, 2013 through June 30, 2015). ACHD provided us with a number of food safety inspection reports, including some which documented the results of inspections that were conducted after the scope of our engagement. We noted that the report for the ACHD food safety inspection conducted at the Scott Kane Regional Center on June 18, 2015 (during the scope of our engagement) identified a high risk food safety violation. Per the report, salad bar items were not being maintained at a safe temperature.

We deemed it appropriate to examine all of the ACHD Food Safety Program food safety inspection reports provided to us since a high risk food safety violation was identified and Aladdin still provides food services to the Kane Regional Centers. Collectively, the seven food safety inspection reports we examined identified 7 high risk food safety violations, 3 medium risk food safety violations, 32 low risk food safety violations, and 9 low risk general sanitation violations, 51 violations in total. The high risk food safety violations all pertained to maintaining foods at sufficiently cold temperatures, maintaining foods at sufficiently warm temperatures, or the prevention of cross-contamination.

We noted that not all of the violations identified in the food safety inspection reports for the Kane Regional Centers have been resolved. In some instances, follow-up inspections were conducted and violations were still present. In some cases, follow-up food

### III. Findings and Recommendations

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safety inspections have not yet been conducted by the Food Safety Program. When we inquired of the Food Safety Program, we were advised that food facilities may have controls in place, such as the discarding of food that has not been maintained at an acceptable temperature after a certain period of time has passed, that can lower the risk to the consumer. It was indicated to us that such controls were present at the Ross Kane Regional Center. However, we were also advised that the Ross Kane Regional Center is considered a high priority facility by the Food Safety Program, that the next routine inspection would be conducted in 5-7 months instead of the normal frequency of 12 months, and that the Operations Manager of ACHD's Food Safety Program intends to make personal contact with the facility to discuss the ramifications for noncompliance.

At the time we inquired of ACHD regarding these food safety inspection reports, we were advised that all ACHD food safety inspection reports are available on ACHD's website. However, we noted that the food safety inspection reports we refer to above for the Kane Regional Centers were not posted on the website. We were advised that ACHD's Information Technology section has since been notified. We also inquired of ACHD as to why placards had not been posted at the Glen Hazel and McKeesport Kane Regional Centers. After our inquiry, we were advised that placards had been posted by ACHD at those facilities. We subsequently verified that the placards had been posted at the facilities.

**Cause:** It appears that Aladdin has not been adequately attentive to food safety requirements and has not properly prioritized the resolution of food safety violations that have been identified.

**Effect:** Aladdin has not fully complied with Exhibit A, Section V. D. 3. and Section V. F .2 of Contract #152809 during the planned scope of our engagement and thereafter. A failure to comply with food safety requirements may result in Kane Regional Center residents, guests, employees, and volunteers consuming food that is unsafe to eat, which potentially could have adverse health effects.

**Recommendations:** We recommend that Aladdin's management take steps to ensure that all food safety requirements are complied with at all of the Kane Regional Centers.

We also recommend that Kane Regional Centers' management review all of the food safety inspection reports for each facility, and take steps to ensure that Aladdin resolves all food safety violations in a timely fashion.

### **III. Findings and Recommendations**

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Management's  
Response:

The responses begin on pages 30 and 34 of this report.

### **III. Findings and Recommendations**

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**Finding #6: The Kane Regional Centers Have Not Instituted Adequate rocedures to Ensure Accurate Meal Counts**

Criteria: Adequate internal control procedures should be in place to ensure that only authorized individuals receive free meals at the Kane Regional Centers and that the meal counts are accurate. These control procedures would help to ensure that the Kane Regional Centers do not pay in excess of the amount due for authorized meals provided.

Condition: Aladdin's invoices to the Kane Regional Centers for meals are to be based on the meal counts for residents, their guests, volunteers, and the Allegheny County employees who are entitled to one meal per shift. Daily resident census data generated by the Kane Regional Centers is used to develop the meal counts for residents, and meal tickets sold to guests of the residents are used to substantiate the meal counts for guests. The number of trays taken by County employees and volunteers at each mealtime is intended to serve as the basis for the meal counts for the employees and volunteers. However, the number of trays taken at each mealtime is tracked by a server in each facility, and each of the servers is required to perform a variety of job duties. As a result, the servers may not always be attentive to instances in which employees or volunteers fail to take trays when they obtain their meals, instances in which employees, volunteers, or others take trays when they do not obtain meals, and instances in which trays are taken and meals are obtained by individuals other than employees or volunteers. In addition, this process does not result in the generation of any documentary evidence that supports the meal counts for employees and volunteers. Management of the Kane Regional Centers has acknowledged this weakness.

Cause: We were advised that the Kane Regional Centers' management was unable to develop a practical and cost-effective solution to this problem.

Effect: Because the Kane Regional Centers do not have adequate assurance that the amounts invoiced by Aladdin for employee and volunteer meals are valid, it is possible that Aladdin could invoice the Kane Regional Centers more than the amount to which it is entitled for the meals, and that the Kane Regional Centers could pay Aladdin more than the amount to which it is entitled for meals.

### **III. Findings and Recommendations**

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Recommendation: We recommend that Kane Regional Centers' management implement the following control procedures to improve the accountability over employee and volunteer meals:

- Require employees to wear their employee name badges in the line for meals so that the servers can easily identify them as employees. (This requirement has been already been instituted but is not strictly enforced at all of the Kane Regional Centers.)
- Require volunteers to wear their volunteer name badges in the line for meals (if name badges have been provided) so that the servers can easily identify them as volunteers. If volunteers are not provided with name badges, issue meal tickets to the volunteers and require the volunteers to remit the tickets to the servers to receive their meals.
- Require Aladdin to post a meal log in the cafeteria for each meal. The meal log should be accessible to those in the line for meals and visible to the servers, so that the servers would be able to determine that each individual in the line has printed their name on the log before a meal is provided. (Volunteers should not print their names on the meal logs if they have been provided with and have remitted meal tickets.) The meal logs should be retained, as they will provide adequate documentary evidence to support the employee and volunteer meal counts. Review of the meal logs would further help the Kane Regional Centers' management to ensure that only authorized individuals receive one meal per shift/day.

Management's  
Response:

The responses begin on pages 30 and 34 of this report.

### **III. Findings and Recommendations**

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**Finding #7: Quarterly Food Surveys Were Not Routinely Conducted and the Results Communicated as Required**

Criteria: Exhibit A, Section IV. D. of contract #152809 stipulates that quarterly resident and employee food surveys will be conducted by the provider (Aladdin) for each Regional Center and the results thereof provided in summary form to the Kane Regional Center Administrators.

Condition: During interviews with Aladdin management and staff, it was communicated to us that food surveys were periodically conducted during the scope of our engagement, but not routinely conducted on a quarterly basis in every facility. We were also advised that the completed survey cards were not consistently maintained. We subsequently determined that the survey cards have been issued to residents by dietitians, but not issued to the Kane Regional Centers' employees (or others that may consume meals at the facilities). While the Kane Regional Centers' Administrators were often aware that Aladdin was conducting food surveys at the facilities, it appears that the survey results were not provided in summary form to the Administrators as required by contract #152809.

Cause: It appears that Aladdin was not adequately attentive to the contractual requirements to conduct the food surveys quarterly, to include the Kane Regional Centers' employees in the food survey process, and to provide the survey results in summary form to the Kane Regional Center Administrators. Because the Kane Regional Centers' management did not take adequate measures to ensure that Aladdin's compliance with contract #152809 was effectively monitored (see Finding #1), they were unaware that Aladdin had not routinely conducted the food surveys on a quarterly basis as required, and consequently the provision of the survey results in summary form on a quarterly basis was not mandated.

Effect: Aladdin has not complied with Exhibit A, Section IV. D. of contract #152809. The conducting of the food surveys on a quarterly basis and the provision of the results in summary form to the Administrators was apparently intended to provide the Kane Regional Centers' management with an opportunity to assess whether potential deficiencies in Aladdin's provision of food services to the facilities exist, and to take action if necessary to ensure that any deficiencies are resolved. Because Aladdin did not routinely conduct the food surveys on a quarterly basis, include the Kane Regional Centers' employees in the food survey process, and

### **III. Findings and Recommendations**

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provide the results in summary form to the Administrators, the management of the Kane Regional Centers missed a number of opportunities to identify potential deficiencies in Aladdin's provision of food services, and to take action to resolve any deficiencies.

Recommendation: We recommend that Aladdin's management:

- Take measures to ensure that resident and employee food surveys are routinely conducted on a quarterly basis in all of the Kane Regional Centers,
- Ensure that Kane Regional Centers' employees are included in the food survey process, and
- Communicate the survey results to the Administrators in summary form as required by Exhibit A, Section IV. D. of contract #152809.

We recommend that Kane Regional Centers' management:

- Verify that the quarterly food surveys are administered in the manner prescribed by contract # 152809,
- Mandate the communication of the survey results in summary form, and
- Require Aladdin to take action to resolve any deficiencies noted based on review of the summary data.

Management's  
Response:

The responses begin on pages 30 and 34 of this report.

### **III. Findings and Recommendations**

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**Finding #8: Aladdin Has Not Maintained a Log of Food Complaints as Required**

Criteria: Exhibit A, Section III. B. 9. of contract #152809 stipulates that the provider (Aladdin) shall maintain a log of food service complaints and their resolutions, and that food service complaints from residents, staff, and families must be remedied in a timely manner.

Condition: During an interview with Aladdin management, it was communicated to us that a log of food service complaints and their resolutions was not maintained by Aladdin for any of the Kane Regional Centers during the scope of our engagement (or thereafter) as required by contract #152809.

Cause: We were advised that the quarterly food survey cards were intended to serve as documentary evidence of any food service complaints. However, we determined that the food surveys were not routinely conducted on a quarterly basis at each facility, that the Kane Regional Centers' employees were not included in the food survey process as required, and that the survey cards were not consistently maintained (see Finding #7). We also noted that the most recent survey cards being utilized at the facilities do not solicit food service complaints. The survey cards merely request the respondent to rate the food service on a six point scale, from "extremely satisfied" to "not satisfied at all." In addition, the food survey cards are also inadequate to satisfy the requirements of Exhibit A, Section III. B. 9. of contract #152809 in that the survey cards do not document when and how specific food service complaints have been resolved.

Effect: Aladdin has not complied with Exhibit A, Section III. B. 9. of contract #152809. Because a log of food service complaints and their resolutions has not been maintained, Kane Regional Centers' management does not have adequate assurance that food service complaints from residents, staff, and families have been effectively resolved in a timely manner.

Recommendation: We recommend Aladdin's management institute the maintenance of logs of food service complaints and their resolutions at each facility as required by Exhibit A, Section III. B. 9. of contract #152809.

We also recommend that Kane Regional Centers' management periodically review the logs of food service complaints and their resolutions maintained by Aladdin, and require Aladdin to take

### **III. Findings and Recommendations**

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corrective action to the extent that food service complaints have not been appropriately addressed.

Management's  
Response:

The responses begin on pages 30 and 34 of this report.

### **III. Findings and Recommendations**

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**Finding #9: Aladdin Has Not Complied With All Contractual Reporting Requirements**

Criteria: Exhibit A, Section V. G. 8. of contract #152809 stipulates that the provider (Aladdin) will submit to the appropriate Kane Regional Centers' Administrators monthly reports by the 10<sup>th</sup> working day of the next month. The reports are to include the invoiced number of meals by type, and other program information including: 1) equipment and supplies acquired, 2) a summary of complaints and resolutions, 3) major maintenance completed or outstanding, 4) the number of clinical reports completed, 5) personnel actions taken, 6) justification of overtime, and 7) any additional concerns within the dietary area.

Condition: We observed that the Aladdin Food Service Directors have submitted monthly reports to the appropriate Kane Regional Centers' Administrators as required. However, as we reviewed several of the reports, we noted that the reports contained some helpful information that was not specifically required by Exhibit A, Section V. G. 8. of contract #152809, but did not contain all of the required elements. Specifically, the reports that we examined did not address equipment and supplies acquired, a summary of complaints and resolutions (see Finding #8), major maintenance completed or outstanding, the number of clinical reports completed, justification of overtime, or additional concerns within the dietary area.

Cause: We were advised by both Aladdin management and Kane Regional Centers' management that necessary communications about all significant aspects of food service operations occur on a regular basis, and that the communications, if documented, may not be documented in the form of the written reports required by the contract. The Kane Regional Centers' management has not mandated the submission of monthly reports that meet the requirements of Exhibit A, Section V. G. 8. of contract #152809 (see Finding #1).

Effect: Aladdin has not complied with Exhibit A, Section V. G. 8. of contract #152809. The failure to provide monthly reports that address all of the reporting elements specified in the contract makes it more difficult for Kane Regional Centers' management to effectively monitor the provision of food services at the facilities.

Recommendation: We recommend Aladdin management take measures to ensure that the monthly reports submitted to the Kane Regional Centers'

### **III. Findings and Recommendations**

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Administrators contain all of the required reporting elements specified in Exhibit A, Section V. G. 8. of contract #152809.

We also recommend Kane Regional Centers' management require Aladdin's monthly reports to contain all of the reporting elements specified in contract #152809. Doing so should facilitate the monitoring of compliance with the food service contract.

Management's  
Response:

The responses begin on pages 30 and 34 of this report.

### **III. Findings and Recommendations**

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**Finding #10: Aladdin Has Not Developed Adequate Quality Improvement Programs**

Criteria: Exhibit A, Section IV. I. of contract #152809 stipulates that the “provider agrees to develop, have in place, and report monthly, on quality improvement programs that monitor every aspect of food service delivery.”

Condition: We observed that although monthly reports submitted by Aladdin have not contained all of the required elements (see Finding #9), the reports we analyzed did include a section on quality assurance. However, the reported data was brief, and did not address all aspects of food service delivery. In addition, we were not always able to determine what procedures had been performed or how the procedures brought about an improvement in the quality of the food service provided.

Cause: It appears that Aladdin was not adequately attentive to the contractual requirement to develop, have in place, and report monthly, on quality improvement programs that monitor every aspect of food service delivery. Because the Kane Regional Centers’ management did not take adequate measures to ensure that Aladdin’s compliance with contract #152809 was effectively monitored (see Finding #1), they were unaware that Aladdin’s quality improvement programs were deficient.

Effect: Aladdin has not complied with Exhibit A, Section IV. I. of contract #152809. The failure to develop quality improvement programs that monitor every aspect of food service delivery has hampered Aladdin’s ability to ensure its compliance with the other significant compliance requirements contained in contract #152809. Had appropriate quality improvement programs been developed, it is possible, for example, that no or fewer significant food safety violations would have been identified (see Finding #5), that quarterly food surveys would have been routinely conducted and the results communicated as required (see Finding #7), and that all food service complaints and their resolutions would have been logged as required (see Finding #8).

Recommendation: We recommend Aladdin’s management institute quality improvement programs that monitor every aspect of food service delivery at the Kane Regional Centers, and report clearly on those programs on a monthly basis.

We also recommend Kane Regional Centers’ management mandate that Aladdin develop quality improvement programs that

### **III. Findings and Recommendations**

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monitor every aspect of food service delivery at the facilities, and review the monthly reports submitted to evaluate the sufficiency of the programs.

Management's  
Response:

The responses begin on pages 30 and 34 of this report.

## **IV. Conclusion**

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During the audit, we identified deficiencies across every significant aspect of the provision of food services at the Kane Regionals Centers, from the overall operating structure of the program, to the provision of dietary services, preparation and serving of food, and customer service and quality assurance. Aladdin's management should implement the recommendations we have provided, and work with Kane Regional Centers' management to improve the provision of food service at the facilities. The results of our audit procedures also demonstrate that Kane Regional Centers' management needs to initiate more robust monitoring of contract #152809, both to help ensure the provision of high quality food services for the residents at the facilities, and to help ensure that Allegheny County taxpayers receive the greatest benefit for their tax dollars.

COUNTY OF



ALLEGHENY

**RICH FITZGERALD**  
COUNTY EXECUTIVE

July 8, 2016

Chelsa Wagner, Controller  
104 Courthouse  
436 Grant Street  
Pittsburgh, PA 15219

Re: Performance Audit Report on Contract Compliance – Contract #152809  
Aladdin Food Management Services, LLC  
For the period July 1, 2013 through June 30, 2015

Dear Ms. Wagner,

Thank you for the time and effort spent by your staff on the recent contract compliance audit referred to above. Your staff was courteous and professional and their suggestions and recommendations are much appreciated. As you are aware, our goals and objectives mirror yours in that we strive to provide the best services to Allegheny County residents in the most efficient manner possible.

Please accept this letter as our response to the findings and recommendations noted in your draft report. Our response to each finding is set forth below.

Finding #1 - In large part, Finding #1 is a compilation of Findings 2 through 10 and our response specific to each of those individual findings is set forth below. You have recommended that an employee or employees in each Regional Center have responsibility for monitoring Aladdin's compliance with the significant provisions of our contract with Aladdin. We will implement an audit tool and checklist to be used for that purpose. Additionally, the findings in your report indicate that Aladdin has not consistently included all required elements in its monthly reports to the Regional Center Administrator. We will implement a standard template for those reports which will include all of the contractually required elements such that any missing elements will be readily noted.

Finding #2 - Finding #2 notes that for the period from July 1, 2014 through June 30, 2015, the authorized contract amount was \$3,500,000 and the expenditures for that period were \$3,682,439. As you are aware, the authorized amount for a contract such as food services is an

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DENNIS BIONDO, EXECUTIVE DIRECTOR  
**JOHN J. KANE REGIONAL CENTER – GLEN HAZEL**  
955 RIVERMONT DRIVE • PITTSBURGH, PA 15207  
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estimate of the amount to be expended for the upcoming contract year. In this case, because of an increased census, the amount expended was greater than was estimated at the beginning of the contract year. Due to an oversight, authorization was not obtained when it became apparent that the authorized amount was not sufficient. Closer monitoring in the future will strengthen this process.

With regard to this finding, though, it is important to note that the contractor was not overpaid but rather that the specific County requirement that additional authorization be obtained did not occur.

Finding #3 - At the entrance conference, we self-reported to your auditors that Aladdin had inadvertently invoiced the Regional Centers for an amount in excess of the contract required amount for part-time food service workers supplied by Aladdin. That error was immediately corrected and Aladdin has repaid the amount noted in your report, \$18,950, to the Regional Centers. Also, the template used by Aladdin for billing for part-time workers has been revised to reflect the correct rates for part-time workers and the persons who review the billings have received direction regarding review of the rates charged.

Finding #4 - Finding #4 indicates that Aladdin invoiced the Regional Centers for \$7,434 for services provided by a supervisory dietician which should have been included in the management fee paid to Aladdin. Aladdin has repaid to the Regional Centers the amount indicated in your report and, as noted above, staff will carefully review the amounts billed to assure that they are accurate. We believe that it is worth noting that this billing occurred when an Aladdin staff person filled-in on-site when a Kane dietician was unavailable for an extended period of time, a circumstance that is unlikely to reoccur. Nonetheless, we have been fully repaid for this billed amount.

Finding #5 - Finding #5 is related to Aladdin's compliance with food safety requirements and response to Allegheny County Health Department inspections. Although this finding is directed particularly to Aladdin, we have taken steps to assure that such matters are promptly resolved. We have contacted the Health Department regarding this issue and asked that all inspection reports be reviewed with the Regional Center Administrator or designee at the time of inspection so that timely follow-up can be assured.

Finding #6 - Finding #6 relates to meal counts for employees and volunteers. As we discussed with your auditors while they were on-site, we recognize the importance of a system to accurately track and count meals provided to employees and volunteers. After reviewing your recommendations to improve the accountability for those meals, we will require that employee and volunteer name badges be used to identify those persons at the time that a meal is served and we have taken the necessary steps to reinforce that requirement at all four Centers. We disagree with your recommendation that individuals should sign a log at the time that a meal is served.

That type of system would raise operational issues that we believe would make it unworkable and would not necessarily improve accountability. We believe that with heightened monitoring, the use of name badges is superior to a signature log. Nonetheless, we will continue to monitor this issue closely and, if necessary, modify our procedures if we find that accountability becomes an issue.

Finding #7 - Per the subject contract, Aladdin is to conduct resident and employee food surveys and provide the results to the Regional Center Administrators. Although food surveys were conducted periodically, they were not consistently conducted quarterly at each Regional Center. As noted previously a standard template to be used by Aladdin to report to the Administrators will be used to assure that all elements required by the contract have been met and that food service survey results are provided as required.

Finding #8 - Similar to Finding #7, Aladdin will be required to report to the Regional Center Administrators or their designee the log of complaints received and the resolution of those complaints. It should also be noted that each Regional Center, separate from any Aladdin maintained complaint log, receives and follows-up on food service complaints. Particularly, there is a regularly scheduled resident council meeting at each Center at which residents are able to voice complaints or concerns about food service issues. The management team at each Regional Center does follow-up on each of those complaints or concerns with Aladdin.

Finding #9 - Finding #9 indicates that some of the monthly reports submitted by Aladdin did not contain all of the elements required by the contract. Again, as noted previously, the implementation of a standard reporting template which will include all of the elements required by the contract will assure that items are not missed.

Finding #10 - As noted in your report, the monthly reports from Aladdin have included a section on quality assurance. Separately and in addition to the required monthly report, a dietician or other representative reports to the Kane quality improvement committee on a regular basis. To the extent that we determine that such reporting also needs to be more extensive in the monthly report or to be more formal, we will take the necessary action to have that occur.

### Conclusion

We have reviewed your findings and recommendations with Aladdin representatives and, as noted herein, we will strengthen our process for monitoring the contractor's compliance with the agreement. While we share your concern that the monitoring of our contract with Aladdin should ensure the highest quality food service for our residents, we believe that the contractor provided high quality food services for our residents during the period of your audit and we expect that they will continue to do so throughout the remaining term of their contract. Should they fail to do so, we would not hesitate to take such corrective action as we find necessary and

Chelsa Wagner, Controller  
July 8, 2016  
Page 4

appropriate and your findings and recommendations will assist us as we monitor their performance in that regard.

Once again, on behalf of the John J. Kane Regional Centers, I want to thank your staff for their time, effort and attention to process improvement in this important area, and to assure you that your recommendations will be seriously considered and implemented as appropriate. If you have any questions or wish to further discuss any of the items in your report or this response please feel free to contact me.

Very truly yours,



Dennis R. Biondo  
Executive Director

cc: Amy B. Weise, Deputy Controller  
Lori A. Churilla, Assistant Deputy Controller, Auditing  
William D. McKain, CPA, County Manager  
David Polinak, Chief Financial Officer  
Keith Cullinan, President, Aladdin Food Management Services



July 7, 2016

Chelsa Wagner  
Controller, Allegheny County  
Allegheny County Controller's Office  
219 County Courthouse  
436 Grant Street  
Pittsburgh, PA 15219

Dear Mrs. Wagner:

Attached are our responses to the findings contained within the performance audit report on contract compliance with contract #152809 between Aladdin Food Management Services, LLC and Allegheny County for the period July 1, 2013 through June 30, 2015. If you have any questions regarding our responses, please contact me.

Sincerely,

A handwritten signature in black ink that reads "Keith T. Cullinan". The signature is written in a cursive style.

Keith Cullinan  
President

**ALADDIN FOOD MANagements SERVICES, LLC**  
**RESPONSE TO**  
**PERFORMANCE AUDIT REPORT ON CONTRACT COMPLIANCE**  
**WITH CONTRACT #152809**  
**BETWEEN ALADDIN FOOD MANAGEMENT SERVICES, LLC AND**  
**ALLEGHENY COUNTY FOR THE PERIOD**  
**JULY 1, 2013 THROUGH JUNE 30, 2015**

**FINDING #3: Aladdin Invoiced the Kane Regional Centers for \$18,950 in Excess of the Allowable Amount for Part-Time Food Service Workers**

We agree with the findings and shall comply with refunding the Kane Regional Centers \$18,950, the excess amount Aladdin was paid for part-time Aladdin food service workers.

**FINDING #4: Aladdin Invoiced the Kane Regional Centers for \$7,434 in Excess of the Allowable Amount for Supervisory Dietitian Services.**

We agree with the findings and shall comply with refunding the Kane Regional Centers \$7,434, the excess amount Aladdin was paid for the provision of Supervisory Dietitian Services.

**FINDING #5: Significant Violations of Food Safety Requirements Were Identified at All Four Kane Regional Centers.**

The John J. Kane Regional Center Food Service Directors will conduct weekly food safety and sanitation audits along with plans of corrections for any violations. The District Manager will conduct a monthly food safety and sanitation audit along with plans for corrections of any violations found. The results of these audits will be included in each facility's monthly report. We will engage a third party to also do routine safety/sanitation inspections.

**FINDING #7: Quarterly Food Surveys Were Not Routinely Conducted and the Results Communicated as Required.**

Aladdin will continue to conduct resident surveys as outlined in the QA program and report the results in the monthly Administrators Report and at the QA quarterly meetings. Any complaints or low scores obtained will be submitted with a correction action plan.

Aladdin will work with the Kane Regional Centers and provide an online employee survey via surveymonkey.com. The results will be presented quarterly to the Administrators on a quarterly basis.

A summary of both surveys will be provided to the Kane Administrators on a quarterly basis.

**FINDING #8: Aladdin Has Not Maintained a Log of Food Complaints as Required.**

Through dietitian meal rounds, visitation and resident council meetings, Aladdin has responded to resident food service complaints. Aladdin Food Management will implement and maintain the following:

- Formal meal round sheets with resident complaints documented and corrective action implemented. All resident complaints and corrective action will be documented in the medical record.
- Documentation of resident complaints voiced during dietitian visitation and corrective action implemented through complaint log and medical record.
- Copy of complaints voiced during resident council meeting and the response provided by the dietitians and/or food service director to the Resident Council.
- The logs with the corrective action will be submitted monthly with the Administrator's report.

**FINDING #9: Aladdin Has Not Complied with All Contractual Report Requirements**

Each Kane Regional Center Food Service Director will turn in a monthly report to administration no later than the 10<sup>th</sup> of every month. This report will include but will not be limited to financial results to include the following according to **Section V. G. 8:**

- Invoice number of meals by type: number of resident meals served, meal tickets used, special function meals, staff meals
- Equipment, supplies acquired
- Summary of complaints and resolutions
- Major maintenance completed or outstanding;
- Number of clinical reports completed;
- Personnel actions taken;
- Justification of overtime;
- Additional concerns

Additional information to be included:

- Running inventory amounts for milk, beverages, chemicals and paper products
- Labor statistics including new hires, trainings, employee hours, termination
- Departmental accomplishments such as survey results, special event details
- Departmental goals

Quality Assurance Results – Monthly (**Reference #10**)

**FINDING #10: Aladdin Has Not Developed Adequate Quality Improvement Programs.**

Aladdin has and will continue to institute quality improvement programs that monitor every aspect of the food service delivery and will report on those on a monthly basis and provide a copy at the quarterly QA Center meetings.

The monitors and reporting summaries will include but not be limited to the following:

- A. Adherence to the REDBOOK FOOD Safety temperature log
- B. Test tray results
- C. Timeliness of tray deliveries
- D. Departmental Weekly Sanitation Audits include the monthly District Manager
- E. Timeliness in the Delivery of Meals
- F. Monthly Resident Food Survey Results
- G. Quarterly Employee Results
- H. Monthly Weight Reports and Interventions
- I. Food FACTING
- J. Clinical Visitation
- K. Resident Meal Rounds
- L. Resident Risk Assessment Summary

The QA program will be reviewed on a quarterly basis and adjusted with administrative approval.