



County of Allegheny

Office of the Controller

PERFORMANCE AUDIT REPORT
ON CONTRACT COMPLIANCE
WITH CONTRACT #218940
BETWEEN TRINITY SERVICES GROUP, INC. AND
ALLEGHENY COUNTY (SHUMAN JUVENILE
DETENTION CENTER) FOR THE PERIOD
JUNE 28, 2018 THROUGH JUNE 27, 2019

July 20, 2020

Chelsa Wagner
Controller

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Contents

Letter	1
I. Introduction	3
II. Objectives, Scope, and Methodology	5
III. Findings and Recommendations:	
Finding #1: Shuman Center Has Not Adequately Monitored Trinity's Compliance with the Requirements of Contract #218940	6
Finding #2: Trinity Overbilled Shuman Center \$8,413 During the Contract Year	8
Finding #3: The Food Service Records Maintained by Trinity and Shuman Center Have Been Deficient	11
Finding #4: Two Aspects of Trinity's Food Service Have Not Met Contractual And Regulatory Requirements	14
IV. Conclusion	17
Response from the Director of the Shuman Juvenile Detention Center	18
Response from the District Manager of Trinity Services Group, Inc.	22



CHELSEA WAGNER
CONTROLLER

COUNTY OF ALLEGHENY

OFFICE OF THE CONTROLLER

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June 12, 2020

Mr. Richard Gordon
Director
Shuman Juvenile Detention Center
7150 Highland Drive
Pittsburgh, PA 15206

Mr. David M. Miller
Chief Operating Officer
Trinity Services Group, Inc.
477 Commerce Boulevard
Oldsmar, FL 34677

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JUNE 28, 2018 THROUGH JUNE 27, 2019

Dear Director Gordon and Mr. Miller:

We have conducted a performance audit to evaluate the compliance of Trinity Services Group, Inc. ("Trinity") with the terms and provisions of its Allegheny County contract #218940 for food services at the Shuman Juvenile Detention Center. Our performance audit covers the period from June 28, 2018 through June 27, 2019 and was performed in accordance with *Government Auditing Standards* issued by the Comptroller General of the United States.

The results of our procedures revealed several instances of noncompliance with the terms and provisions of contract #218940, which suggests that the contract monitoring conducted by the Shuman Juvenile Detention Center has not been sufficient. In addition, the Shuman Juvenile Detention Center paid \$8,413 more than it should have for the food services provided during the contract year and is due a refund from Trinity. The detailed results of our performance audit are included in the attached report.



Director Gordon and Mr. Miller
June 12, 2020

We would like to thank the management and staff of Trinity Services Group, Inc. and the Shuman Juvenile Detention Center 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 Patrick Catena, President, County Council
Honorable Robert J. Macey, 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. Kenneth J. Varhola, Chief of Staff, County Council
Ms. Sarah Roka, Budget Manager, County Council

I. Introduction

The Shuman Juvenile Detention Center (“Shuman Center”), located on Highland Drive in the East End of the City of Pittsburgh, has provided secure custody and temporary care as a restricted facility for troubled youth in Allegheny County since 1974. Shuman Center aims to be a secure facility for juveniles that promotes safety, health, and resident development while the juveniles await their court case decision. On average 3,500 youths are admitted to Shuman Center each year, staying for about fifteen (15) days at a time. During our audit period Shuman Center had an average of forty-one (41) residents per day.

When a child is brought to Shuman Center, a juvenile court intake officer conducts a basic assessment to determine whether the juvenile court has jurisdiction. The court’s jurisdiction extends to Allegheny County youth between the ages of ten and seventeen who are accused of a delinquent offense. When it is determined that the juvenile court has jurisdiction, the intake officer considers the seriousness of the charge and decides whether to detain or release the child. The law provides that all detained children must have a detention hearing before a judge or hearing officer within 72 hours of admission to Shuman Center to determine the need for further detention. If the child is detained, a full hearing on the charges must be held within 10 days. The juvenile court makes the final decision about a resident’s release from detention.

Allegheny County entered into contract #218940 with Trinity Services Group, Inc. (“Trinity”) for the provision of food services at Shuman Center. Specification #8037 has been incorporated into the contract by reference. The contract had an initial term of one year, from June 28, 2018 through June 27, 2019. The maximum amount of the initial one-year term of the contract was \$260,000. Allegheny County has the sole option to extend the term of the contract for up to four (4) consecutive one-year periods. The County has already exercised its option to extend the contract for the first additional one-year option period, extending the term of the contract through June 27, 2020.

Under contract #218940, Trinity is responsible for performing the daily tasks of planning, organizing, directing, managing, supervising, and controlling the various food service operations at Shuman Center, including but not limited to food purchasing, development of cycle menus, meal preparation and delivery, maintenance and sanitation, and reporting and program control. Under the contract, Trinity is to prepare and serve three meals per day, seven days per week, and provide the juvenile detainees with snacks once daily. Food provided by Trinity is required to meet certain specifications, in part to help ensure Shuman Center’s compliance with the USDA’s National School Lunch Program and School Breakfast Program. Eggs, poultry, produce and milk must be USDA Grade A or better, beef must be USDA Grade Choice or better, bread must be whole grain or whole wheat, and each day’s lunch must offer a meat/meat substitute, grain, fruit, vegetables, and a milk. Breakfast is only required to have three of the above five options. Some Shuman Center staff are not permitted to leave the facility during their shifts. Staff are permitted to eat one meal each per shift. Overnight meals are provided for staff who work overnight shifts. In addition to the food items, Trinity is responsible for providing non-food items including but not limited to disposable trays, disposable cups, and napkins.

I. Introduction

The table below illustrates how Trinity is to be compensated for the food services that it provides to Shuman Center under contract #218940.

Item Description	Unit Price	Unit
Cost Per Breakfast Meals (price to include milk)	\$2.50	Per Meal
Cost Per Lunch Meals (price to include salad bar and milk)	\$2.50	Per Meal
Cost Per Dinner Meals (price to include beverage)	\$2.50	Per Meal
Cost per Staff Meal	\$2.50	Per Meal
Cost Per Snack	\$0.40	Per Snack
Cost per Fruit Juice Drink	\$0.17	Per Drink
Additional Food Service Functions (Holidays, Special Events, Banquets, Meetings). Cost + 5%	5%	Percentage
Cost of paper products. Cost + 5%	5%	Percentage

The County's food services costs under contract #218940 for the period from June 28, 2018 through June 27, 2019 were \$205,231. The breakdown of these costs is as follows:

Resident Meals	\$109,705
Daytime Staff Meals	64,325
Additional Food Service Functions	10,202
Overnight Staff Meals	9,125
Paper Products	6,125
Snacks	5,749
Total	<u>\$205,231</u>

II. Objectives, Scope, and Methodology

Objective

Our objective was to evaluate the compliance of Trinity Services Group, Inc. (“Trinity”) with the significant contract compliance requirements of contract #218940.

Scope

Our audit procedures covered the period from June 28, 2018 through June 27, 2019. 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 #218940, and the corresponding Specification No. 8037, Food Management Program: Allegheny County Jail and Shuman Juvenile Detention Center.
- Interviewed Shuman Juvenile Detention Center personnel to gain an understanding of contract operation, including internal control we deemed significant to our audit objectives.
- Identified contract payments made in JD Edwards, the County’s accounting software.
- Interviewed Shuman Juvenile Detention Center and Trinity personnel regarding compliance with contract provisions.
- Interviewed employees and juvenile detainees of the Shuman Juvenile Detention Center regarding meal quality and the overall provision of food services at the facility.
- Reviewed selected Trinity policies, insurance certificates, menus, meal counts, complaints, invoices, and other documents relevant to compliance.
- Applied procedures to assess Trinity’s compliance with the significant compliance requirements contained in contract #218940.
- Our audit also included an assessment of internal controls that are significant within the context of our audit objectives. Any significant findings related to internal control are included in the findings and recommendations.

We provided a draft copy of this report to the Director of the Shuman Juvenile Detention Center and Trinity Services Group, Inc. for response. Their responses begin on pages 18 and 22, respectively.

III. Findings and Recommendations

Finding #1

Shuman Center Has Not Adequately Monitored Trinity's Compliance with the Requirements of Contract #218940

Criteria: Shuman Center's management is responsible for monitoring Trinity's compliance with the terms and provisions of food services contract #218940.

Condition: Based on the results of our procedures, monitoring of Trinity's compliance with the significant provisions of contract #218940 did not occur or was inadequate. Specifically, Shuman Center:

- did not apply procedures to ensure that Trinity's weekly invoices for meals were based on the daily meal counts, and therefore did not identify that it had been overbilled by 584 meals during the contract period, or \$1,460 (see Finding #2).
- did not ensure that Trinity's invoices for meals were reduced by the value of USDA donated foods in the months that they were utilized, and therefore was overbilled by \$6,953 (see Finding #2).
- did not closely scrutinize at least two Trinity invoices for reimbursement of costs associated with additional food service functions, and as a result paid the invoices which did not clearly identify the quantities of goods that had been purchased (see Finding #2).
- has not taken adequate measures to ensure that the meal count process will result in accurate meal counts supported by adequate documentation, which limits its ability to ensure that it is paying Trinity for the proper number of meals (see Finding #3).
- did not take steps to verify that Trinity was maintaining food service records necessary to demonstrate Shuman Center's compliance with the USDA's National School Lunch Program and School Breakfast Program requirements, and therefore was not aware that Production and Service Worksheets for many days during the contract year cannot be produced, and that separate inventory records for USDA donated foods have not been maintained (see Finding #3).
- permitted Trinity to deviate from adherence to a significant provision of contract #218940 (salad bar requirement) without providing Trinity with a written waiver of the contractual requirement (see Finding #4).
- was not focused on obtaining maximum value from the contract, as it did not negotiate with Trinity to obtain a lower cost per lunch meal when the contractual requirement to offer a salad bar

III. Findings and Recommendations

to the juvenile detainees was waived and the size of the salad bar offered to the staff was reduced (see Finding #4).

- did not ensure that Trinity offered all juvenile detainees' additional portions as required by the PA Regulations 3800.162 Quantity of Food (see Finding #4).

Cause: The responsibility for monitoring Trinity's compliance with contract #218940 was not assigned to a specific Shuman Center employee (or employees) and an effective monitoring process was not established.

Effect: A failure to effectively monitor compliance with the terms of a service contract can result in a failure to identify deficiencies in the service being provided. A contractor could view a lack of effective contract monitoring as an opportunity to lower its cost by providing substandard services, lower its cost by failing to provide certain services, or engage in other activities for its benefit that may be detrimental to the purchaser.

With respect to the monitoring of contract #218940, the lack of effective monitoring has resulted in Shuman Center overpaying for the food services provided. In addition, because the food services provided by Trinity at Shuman Center have not met the requirements of the USDA's National School Lunch Program and School Breakfast Program and the PA 3800 Regulations in some instances, and because food service records have not been maintained to demonstrate that the food services provided actually did meet those requirements in other instances, Shuman Center is unnecessarily exposed to the risk of a wide variety of potential enforcement actions from regulatory agencies.

Recommendations: We recommend that Shuman Center's management:

- Assign and clearly communicate the responsibility for monitoring Trinity's compliance with the significant provisions of contract #218940 to a specific employee or employees, and periodically follow up with those employees to assess whether compliance is being achieved.
- Require those employees assigned monitoring responsibilities to develop and utilize checklists that address each of the significant contract compliance requirements.

Management's
Response:

Shuman Center's response begins on page 18 of this report.

III. Findings and Recommendations

Finding #2

Trinity Overbilled Shuman Center \$8,413 During the Contract Year

- Criteria: Provision #1 of contract #218940 indicates that the costs of the goods and services to be provided under the contract are described in Attachment A to the contract. Attachment A to the contract indicates that the cost per meal is to be \$2.50, and that additional food service function costs and paper products costs can be billed at cost plus 5%. Specification #8037, incorporated into the contract by reference, also indicates that “any USDA donated foods received by the School Food Authority (Shuman Center) must accrue solely to the benefit of the School Food Authority’s nonprofit food service...The School Food Authority must determine the existence of the proper pass through value of the USDA donated commodities, e.g. credits or reductions on the invoice in the month of utilization.”
- Condition: We identified three distinct issues related to Trinity’s billings under the food services contract:

Overbilled Meals

We randomly selected a sample of 10 weeks during the contract period and examined Trinity’s invoices and the meal counts for those weeks to determine whether the number of meals invoiced by Trinity was supported by the meal counts taken for each meal, and whether the meals were being invoiced at the contract rate of \$2.50 per meal. While we observed that all the meals were invoiced at \$2.50 per meal, we noted that Shuman Center was overbilled by 126 meals, \$315, for the 10 weeks that we tested based on the meal counts. Because we identified overbillings for a significant number of meals in our sample of 10 weeks, we expanded our testing to include the entire contract period. We found that Shuman Center had been overbilled by 458 meals, \$1,145, in the additional weeks that we tested. Altogether, Shuman Center was overbilled by 584 meals, or \$1,460.

No Invoice Reductions for USDA Donated Foods

We also attempted to determine whether Trinity had reduced the amounts of its food service invoices by the value of the USDA donated foods in the months that they were utilized. As we reviewed Trinity’s invoices for the entire contract year, we noted no such credits. Trinity’s management confirmed for us that no such credits had been issued. The value of the USDA donated received by Shuman Center during the contract year was \$6,953.

III. Findings and Recommendations

Lack of Support for Additional Food Service Function Costs

Finally, we selected a sample of 10 food service invoices for items other than meals (additional food service functions or paper products) during the contract period and requested supplier invoices to determine whether the items billed to Shuman Center were billed at Trinity's cost plus 5%. Two of the 10 invoices (20%) for additional food service functions did not properly identify the quantities of the items that had been purchased on Shuman Center's behalf, and as a result, we could not verify that the amounts of the invoices were appropriate and are unable to determine the amount, if any, that Shuman Center is owed in connection with these invoices.

Cause: Most of the overbillings for meals appear to have occurred at the beginning of the contract period. It appears that the overbillings resulted from a lack of effective recordkeeping and/or communication. We were advised that Trinity's Food Service Manager was initially unsure about the requirement to reduce the food service invoices by the value of the USDA donated foods used. It did not appear to him that the application being used by Trinity for invoicing enabled him to provide such credits. Trinity's Food Service Manager also advised us that the application being used by Trinity for invoicing limits the amount of data that can be entered in the item description field. The item quantities had been omitted on the two invoices for additional food service functions that we had looked at in order to permit the inclusion of all the types of items for which reimbursement was being sought. Had Shuman Center more closely scrutinized Trinity's invoices, it likely would have identified the overbillings and lack of support (see Finding #1).

Effect: Trinity has not fully complied with Provision #1 of contract #218940 and Specification #8037 incorporated into the contract by reference and owes Shuman Center \$8,413 attributable to overbillings.

Recommendation: We recommend that Trinity's management:

- Immediately pay Shuman Center the \$8,413 which it is known to be owed.
- Design and implement procedures to ensure that Shuman Center is not overbilled for meals.
- Ensure that Trinity's food service invoices are reduced by the value of the USDA donated foods as they are being used.

III. Findings and Recommendations

- Ensure that Trinity's food service invoices submitted for reimbursement of additional food service function costs include the quantities of the goods for which reimbursement is being sought.

We recommend that Shuman Center's management:

- Reconcile the meals invoiced weekly by Trinity to the meal counts for those weeks to verify the propriety of the invoices.
- Ensure that Trinity's food service invoices are reduced by the value of the USDA donated foods as they are being used.
- Require that Trinity invoices for reimbursement of additional food service function costs identify the quantities of the goods for which reimbursement is sought and that the amount of reimbursement sought does not exceed the cost of those items plus 5%.

Management's
Response:

The Shuman Center and Trinity responses begin on pages 18 and 22 of this report, respectively.

III. Findings and Recommendations

Finding #3

The Food Service Records Maintained by Trinity And Shuman Center Have Been Deficient

- Criteria: Provision #8 of contract #218940 indicates that the “supplier shall maintain books, program and financial records, documents and other evidence pertaining to costs and expenses related to this agreement...” Specification #8037 incorporated into the contract by reference also indicates that “the Food Service Management Company shall account for all USDA donated foods separately from purchased foods. The Food Service Management Company is required to maintain accurate and complete records with respect to the receipt, use/disposition, storage, and inventory of USDA donated foods.”
- Condition: As we tested Trinity’s weekly invoices for meals to assess whether they were supported by the daily meal counts, we identified several weaknesses in the meal count process:
- The original source document for each juvenile meal count is typically not the daily meal count form. The meal counts are ordinarily tracked by a Shuman Center food service worker on a separate document as each meal is being served, and the counts are then transcribed to the daily meal count form after each meal is over. The original source documents are not retained.
 - The brief instructions at the bottom of the daily meal count form do not provide enough information for preparers, such that different preparers have each prepared the form differently.
 - For 21 of the 52 weeks in the contract year (40%), the meal count for at least one of the meals served was not initialed by the meal counter as required.
 - Illegible handwriting used to document the total meals served has resulted in erroneous meal count data being transcribed to the monthly breakfast and lunch summary sheets.
 - Because meal count data transcribed to the monthly breakfast and lunch summary sheets has often been incorrect, Shuman Center has requested reimbursements from the federal and state governments for an incorrect number of breakfasts and lunches served.

III. Findings and Recommendations

- While staff who eat in the cafeteria are required to sign the sign-in sheet to receive their meal, staff who eat in the pods with the juveniles are not. Various factors, such as staff taking leave time, staff moving from place to place during the workday, and varying staff to juvenile ratios for each pod make it challenging to determine how many staff actually eat each meal. The documentation used to support the meal counts for those staff who do not eat in the cafeteria has been insufficient.
- Documentation to support the number of overnight meals prepared for staff each day has not been prepared and maintained.

Staff meal count records could not be produced for eight (8) of the 70 days in our randomly selected sample of 10 weeks during the contract year (11%).

Production and Service Worksheets, documents used to record the items actually served during each meal, are also intended to serve as documentation that each breakfast and lunch served has met the National School Lunch Program and School Breakfast Program requirements. We noted that the Production and Service Worksheets could not be located by Trinity for 38 of the 70 days in our randomly selected sample of 10 weeks during the contract year (54%).

Finally, Trinity has not been maintaining a separate accounting of the USDA donated foods as required. We were provided with a listing of the donated foods received during the contract year. However, when we asked to see the inventory listing of USDA donated foods on hand, we were advised that such a listing does not exist.

Cause:

Shuman Center has not taken adequate measures to ensure that meal counts are accurate and supported by adequate documentation.

Most of the 38 days for which Trinity could not produce Production and Service Worksheets were near the beginning of the contract year. Trinity's Food Service Manager advised us that recordkeeping was challenging for a period of time as a result of the transition in food service companies.

Trinity's Food Service Manager and Shuman Center's cooks can identify the USDA donated foods in the food storage areas and exert efforts to use those donated foods first. As a result, neither Trinity nor Shuman Center has needed to consistently maintain an inventory

III. Findings and Recommendations

listing of only USDA donated foods to conduct day-to-day food service operations. Maintaining such an inventory listing is only necessary for Shuman Center to comply with National School Lunch Program and School Breakfast Program requirements and for Trinity to comply with the terms of contract #218940.

Effect:

Without accurate meal counts supported by adequate documentation, Shuman Center does not have assurance that it is paying Trinity for the proper number of meals. The lack of Production and Service Worksheets hampers Shuman Center's ability to prove that the breakfasts and lunches served each day actually met the USDA's National School Lunch Program and School Breakfast Program nutritional requirements, and that such meals are therefore reimbursable by the federal and state governments. The failure to maintain separate inventory records for the USDA donated foods could result in enforcement action from the USDA, including the loss of USDA donated foods.

Recommendations: We recommend that Trinity's management:

- Ensure that all Program and Service Worksheets are retained in accordance with the record retention requirements specified in contract #218940.
- Maintain separate inventory records for USDA donated foods so that Shuman Center is not exposed to the potential for enforcement action from the USDA which could include the loss of USDA donated foods.

We recommend that Shuman Center's management:

- Redesign the documents and procedures used in the meal count process to help ensure that accurate meal counts are achieved and supported by adequate documentation.
- Verify periodically that Trinity is maintaining all Program and Service Worksheets and separate inventory records for USDA donated foods.

Management's
Response:

The Shuman Center and Trinity responses begin on pages 18 and 22 of this report, respectively.

III. Findings and Recommendations

Finding #4

Two Aspects of Trinity's Food Service Have Not Met Contractual and Regulatory Requirements

- Criteria: Attachment A to contract #218940 indicates that the cost per lunch meal is to include a salad bar. Specification #8037 incorporated into contract #218940 by reference indicates that the salad bar is to be offered to juvenile detainees and staff for lunch seven days per week (every day) and is to contain eleven specified food items at a minimum. Specification #8037 also indicates that "all meals shall be based on the PA 3800 Regulations and the USDA's National School Lunch and School Breakfast Programs." It further indicates that "PA Regulations 3800.162 Quantity of Food state: ... (b) Additional portions shall be available for the children."
- Condition: During our fieldwork we elected to observe the service of one meal, a lunch, to the juvenile detainees. We observed that while a salad bar had been prepared, it was not offered to the juveniles. In addition, the salad bar contained only six of the specified food items, not all eleven food items specified in the contract. We were advised that what we observed with respect to the offering of the salad bar was typical of daily meal service at the facility.
- During our fieldwork, we also watched the serving of one lunch meal. We observed that a female juvenile requested an additional portion, but she was told that she would have to wait until all of the other juveniles were served before she could have an additional portion. However, the lunch group that the female juvenile was a part of was escorted out of the cafeteria before all of the other juveniles were served, and so she did not receive an additional portion. We were informed that additional portions are typically only offered to the last group of juveniles brought to the cafeteria to eat.
- Cause: Upon inquiry, we were advised that Shuman Center instructed Trinity to stop offering the salad bar to the juveniles, and that Trinity had been permitted to reduce the size of the salad bar that is now only offered to Shuman Center staff. We were informed that offering the salad bar to the juveniles resulted in their lunch period taking too long, and that offering the salad bar to the juveniles also increased the likelihood of violent interactions among them. Because the salad bar is now being offered to fewer individuals (staff only), the size of the salad bar was permitted to be reduced in order to help reduce food waste. Neither Trinity nor Shuman Center could provide a written waiver of the contractual requirements applicable to the salad bar.

III. Findings and Recommendations

It was explained to us that the juveniles are put into lunch groups that eat at different times to help minimize the potential for conflicts to occur. It was also explained to us that additional portions are typically only offered to the last group of juveniles to enter the cafeteria because it is necessary to ensure that there will be enough food left for everyone to have a meal before additional portions can be offered. This suggests that Trinity may not be preparing enough food to ensure that additional portions will be available to any juveniles who want them.

Effect:

Attachment A to contract #218940 indicates that the cost per lunch meal is to include a salad bar. Since the juvenile detainees are no longer being offered a salad bar during lunch and less food items are being used to prepare the salad bar for staff, Shuman Center should have negotiated with Trinity to obtain a lower cost per lunch meal. Shuman Center has also not complied with the PA Regulations 3800.162 Quantity of Food in that additional portions have not been made available to all the juveniles.

Trinity has not fully complied with the provisions of contract #218940 in that it has not provided meal service that fully complies with the PA 3800 regulations.

Recommendations: We recommend that Trinity's management:

- Ensure that written waivers of contractual requirements are obtained for contract requirements that it asserts have been waived by Shuman Center.
- Provide a lower cost per lunch meal since the salad bar is not being offered to juveniles and is being prepared with fewer food items for staff.
- Ensure that enough food is prepared for all meals so that additional portions will be available to any juveniles who may want them.

We recommend that Shuman Center's management:

- Provide Trinity with written waivers of contractual requirements when it elects to waive specific contractual requirements.
- Negotiate with Trinity to obtain a lower cost per lunch meal since the salad bar is not being offered to juveniles and is being prepared with fewer food items for staff.

III. Findings and Recommendations

- Ensure that enough food is prepared for all meals so that additional portions will be available to any juveniles who may want them.

Management's

Response:

The Shuman Center and Trinity responses begin on pages 18 and 22 of this report, respectively.

IV. Conclusion

During the audit, we identified deficiencies across several significant aspects of the provision of food services at Shuman Center. Trinity's management should implement the recommendations we have provided, and work with Shuman Center's management to improve the provision of food services at the facility. The results of our audit procedures also demonstrate that Shuman Center's management needs to initiate more robust monitoring of contract #218940 to help ensure that Allegheny County receives the greatest benefit for its tax dollars.

COUNTY OF



ALLEGHENY

RICH FITZGERALD
COUNTY EXECUTIVE

July 2, 2020

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

Dear Chelsa Wagner, Controller;

Please see below the corrective actions from Shuman Juvenile Detention Center (Shuman Center) in response to concerns noted in your performance audit report on contractual compliance with contract #218940 between Trinity Services Group, Inc. (Trinity) and Allegheny County Shuman Juvenile Detention Center for the period of June 28, 2018 through June 27, 2019:

1. CORRECTIVE ACTION:

- Shuman Center's Administrative Manager oversees the USDA's National School Lunch Program and Breakfast program as stated in their job description and daily communicates with Trinity Service Group (Trinity) staff (Food Service Manager).
- Shuman Center will strengthen our monitoring of the significant contract requirements by developing and utilizing a checklist for those items and scheduling periodic reviews with Shuman Center's Administration to review Trinity's compliance with the contract requirements and/or to address any necessary actions to be taken to address any deficiencies noted.
- Compliance with the USDA's National School Lunch Program and Breakfast (PDE/NSLP) and PA Department of Human Services 3800 (PA 3800) regulations are high priorities for Shuman Center as it relates to ensuring the quality of our food services complies with our regulations. During any yearly inspection by our regulators who perform an extensive examination of our records, processes and through direct interviews with both staff and residents; Shuman Center has not been cited for any deficiencies relating to our food quality or food service to the residents.

RICH GORDON, DIRECTOR
Shuman Juvenile Detention Center
7150 Highland Drive • Pittsburgh, PA 15206
Phone (412) 661-6806 • Fax (412) 661-2048
www.alleghenycounty.us/shuman

- Shuman Center will continue to provide quality food services and ensure we comply with the USDA National Lunch Program and Breakfast Program along with the PA Department of Human Services 3800 Regulations.

2. CORRECTIVE ACTION:

- Shuman Center with the input from Trinity developed and created separate daily BACK-TRAY sign-off sheets for our Breakfast, Lunch and Dinner meals sent back to the Units to be consumed by staff during meal time. Direct service staff assigned to work in the Units with the residents are not permitted to leave the Unit and come up to the cafeteria to sign for their meals. Each staff member served a meal in the residential units will be identified by the Supervisory staff. The "BACK-TRAY Sign-off sheet will be turned in with the other staff sign-in & resident meals count sheets daily. These forms will be used along with the other meals count forms to reconcile the accuracy of meal counts invoiced weekly for payment.
- Shuman Center was aware of the system changes taking place at Trinity through their staff and the problems with inputting and obtaining information we needed to have in their system. Shuman Center will ensure the value of the USDA donated food items received is credited by Trinity against our meal charges as the valuation is determine in whole or in part as USDA donated items are delivered to Shuman Center. Once the system was reconfigured; Shuman Center did receive credit from Trinity in the amount of \$6,953 the value of the USDA donated food items.
- Shuman Center will require Trinity list the quantities of the goods for which Shuman requests them to purchase for food service functions and review the charges for the items to determine whether the reimbursement sought does not exceed 5% of their costs.

3. CORRECTIVE ACTION:

- As stated in the previous corrective action; Shuman Center working with Trinity developed and created separate daily **BACK-TRAY** sign-off sheets for our Breakfast, Lunch and Dinner meals sent back to the Units during meal time for staff. Each staff member served a meal in the residential units will be identified by the Supervisory staff. The "**BACK-TRAY** Sign-off sheet will be turned in with the other staff sign-in & resident meals count sheets daily. These are the meals the auditors appeared to have concerns with identifying relating to the meal counts.
- Shuman Center's PA 3800 regulations require meals be served at an acceptable quality to be consumed. At Shuman Center when prepared meals are sent back, and a resident and/or staff is not in the location noted due to resident movement, incidents; releases, etc.; this meal is returned to the kitchen and if a meal is then needed in another location; a new meal is prepared to ensure food quality and

delivered to the resident/staff member's new location. When meals are prepared and sent back and are returned to the kitchen due to movement through the facility; these meals are billable to Shuman Center. This is considered spoilage which we give consideration in our counts of a 1 to 2 meal per week variance due to our facility operations. Given meals are served 3 times a day for 365 days a year; 584 meals out of 73,262 meals served for the same time periods is approximately .007% contributed to spoilage which is within our acceptable range of less than 2% average. The handling of meals spoilage will be addressed in the waiver created between Shuman Center and Trinity.

- Shuman immediately put into effect the requirement for Trinity's Food Service Manager to provide a copy of the daily production and service worksheets to the Administrative Manager following the previous days meal preparation. This was to ensure the production and service worksheets are retained as required.
- Trinity does maintain a separate listing of the USDA donated items, keeps them identified separately and utilizes them in the daily meal planning; Trinity will create an inventory tracking form to document the USDA donated inventory items received and separately maintained.

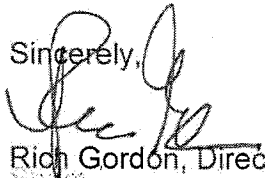
4. CORRECTIVE ACTION

- Shuman Center will prepare and provide a waiver to Trinity for the original contract requirements both contracting parties agreed to deviate from with alternative terms/plans or considerations added following the creation of the original contract terms.
- As it relates to Shuman Center's request for a daily salad bar for both staff and residents; it was determined after the contract was in place the residents' daily schedule prohibited time to allow for them to be served a salad bar. Trinity did provide an approved PDE/NSLP vegetable alternative in exchange for the salad bar option for residents. When a suitable alternative option was presented it was agreed upon to accept the change for the same meal costs. This deviation from our original contract terms will be addressed in the waiver between Shuman Center and Trinity.
- PDE/NSLP requires all components of the meal be given to each resident. Shuman Food Service Staff does not ask the residents their preferences when serving the meals.
- The PA 3800 regulations require an additional portion be "made available" to residents and not offered to residents. Shuman meets the PA 3800 regulations as residents are permitted to ask for a second portion which we permit during each meal service (breakfast, lunch and dinner) which must be consumed by the resident

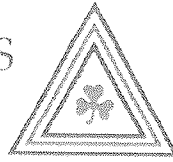
within their allotted meal time to allow for proper facility operational flow. Residents are made aware of this when admitted to Shuman Center.

- At the end of our dinner meal service all leftovers are offered to the last Unit of residents being served or otherwise the food is discarded. Shuman Center is always concern that our residents who are not in their homes where they may have the availability to eat at their leisure are provided with the proper nutritional food items throughout their stay at Shuman Center.

Shuman Center's 24-hour secure facility operations are designed to ensure the residents, staff and community are safe and secure. Proper meal and snack service play a key part in this process. Trinity has provided uninterrupted meal services since our partnership began. Shuman Center and Trinity Services Group Inc. will continue to partner together utilizing fiscal prudence to provide an enjoyable experience for the residents and staff of Shuman Center.

Sincerely,

Rich Gordon, Director
Shuman Center

Cc: Mr. William D. McKain, County Manager, Allegheny County



July 15, 2020

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

Re: Trinity Response to County Audit of Shuman Center

Controller Wagner, below are Trinity Service Group responses to the Audit conducted at Shuman Center:

Finding #2

Trinity Overbilled the Center \$8413 During the Contract Year

- Review of Findings by Trinity Business Analyst in process.
 - Results of review currently in process to finalized overpayment amount that Trinity does owe to Shuman Center.
 - The amount of over billed meals will be deducted from subsequent meal invoices or paid in full.
- Meals counts to be provided by Trinity for Administration review on Weekly basis.
 - Trinity to keep record of signed off Meal count reviews
- Audit procedure to be developed to review USDA donations values monthly.
 - Trinity management to maintain records of donations and approval by administration where possible.
- More detailed invoicing to be developed by Trinity management to provide more information in regards to additional food service function costs.

Finding #3

Food Service Records Maintained by Trinity and Shuman Center Have been Deficient

- Service and Production records to be maintained by Trinity management for up to 2 years moving forward
 - Formalized procedure to track and maintain daily meal counts to be developed
- Separate Inventory of USDA donated foods to be counted and maintained by Trinity Management



TRINITY SERVICES
GROUP, INC.

Finding #4

Two Aspects of Trinity's Food Service Have Not met Contractual and Regulatory Requirements

- Salad Bar program to be reviewed with Trinity management and administration,
 - Determination of best course of action moving forward for salad bar will be decided and meal costs to be adjusted as need based on decision.
 - Waiver or Addendum to contract to be developed based on agreement
- Trinity Management will ensure Production levels are maintained to a level which provides juveniles the opportunity to have additional food.

Thank You,

Richard Green
District Manager, Trinity Services Group
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richard.green@trinityservicesgroup.com