

NON-PROFESSIONAL SERVICE CONTRACT
ARAMARK CORRECTIONAL SERVICES, LLC

This contract between Milwaukee County, a Wisconsin municipal body corporate (hereinafter called the "County"), represented by its Department on Aging, and Aramark Correctional Services, LLC (hereafter called "Caterer"), is entered into as of September __, 2017 (the "Effective Date").

1. SCOPE OF SERVICES.

The contract consists of the following five (5) documents listed below, all of which are incorporated herein by reference, in the following order of precedence that will govern any inconsistencies between the terms of this contract and the terms of any Exhibits, Schedules, or Attachments thereto (hereinafter referred to as the "Contract" or "Agreement"):

- a) This Non-Professional Service Contract
- b) Milwaukee County Request for Proposal #98170005, Senior Meals Program Catering, Issued June 9, 2017, which is hereby incorporated by reference
- c) Caterer's Proposal, Submitted July 14, 2017, which is hereby incorporated by reference
- d) Caterer's assigned Zone, which is attached hereto as Exhibit A
- e) The Fee Schedule, which is attached hereto as Exhibit B

2. STAFFING.

Caterer represents that its employees and subcontractors possess the necessary skill, expertise, and capability, including sufficient personnel with the necessary qualifications, to perform the services required by this Contract. Caterer shall provide, at its own expense, all personnel required in performing the services under this Contract. Such personnel shall not be the employees of, or have any other contractual relationship with, the County.–

3. DATES OF PERFORMANCE.

The term of this Contract shall be from January 1, 2018 through December 31, 2020, with an option for two (2) additional one-year extensions by mutual agreement of the County, the State of Wisconsin, and the Caterer, or until such time as either party notifies the other of its termination, as provided herein.

4. COMPENSATION.

- A. Caterer shall be compensated for meals provided at the rates listed on the Fee Schedule attached hereto as Exhibit B, and are subject to the conditions as set forth in Section 5. This compensation shall include any and all out-of-pocket expenses incurred by the Caterer or its employees. State Prompt Pay Law, Section 66.285, does not apply to this Contract. Within forty-five (45) days of the receipt of **all** required billings and reports, County shall make payment to Caterer of the net amount due.
- B. If a meal entrée is missing from a delivery for service at a congregate meal site and is not replaced by the Caterer by 11:45 a.m. on the day on which it is to be served, the entire price of each affected meal will be deducted from the invoice covering the period in which the entrée was missing.

- C. If a meal side item is missing from a delivery for service at a congregate meal site and is not replaced by the Caterer by 11:45 a.m. on the day on which it is to be served, 75 cents for each missing side item for each affected meal will be deducted from the invoice covering the period in which the side item(s) was missing. If a missing side item is a vegetable that would normally be heated at the congregate meal site, the Caterer must deliver the replacement vegetable side item hot and ready to serve.
- D. If a meal entrée is missing from a delivery for subsequent delivery to a client at home and is not replaced by the Caterer by 11:00 a.m. on the day on which it is to be delivered, the Caterer must replace all missing entrees and deliver the complete meal directly to the client at home. In the event a meal entrée is missing from a delivery for subsequent delivery to a client, and the Caterer neither replaces the missing entrée by 11:00 a.m. nor delivers the complete meal directly to the client at home, the entire price of each affected meal will be deducted from the invoice covering the period in which the entrée was missing.
- E. If a meal side item is missing from a delivery for subsequent delivery to a client at home and is not replaced by the Caterer by 11:00 a.m. on the day on which it is to be delivered, the Caterer must replace all missing side items and deliver the complete meal delivery directly to the client at home. In the event a side item is missing from a delivery for subsequent delivery to a client, and the Caterer neither replaces the missing side item by 11:00 a.m. nor delivers the complete meal directly to the client at home, 75 cents for each missing side item for each affected meal will be deducted from the invoice covering the period in which the side item(s) was missing.

5. FINANCIAL AND ACCOUNTING ARRANGEMENTS:

- a. **Meal Service and Prices:** Caterer shall provide meals to the County's clients, staff and visitors at the per meal prices set forth in Exhibit B. Caterer will provide, at no additional cost, a lacto-ovo vegetarian and/or vegan diet for all religious requests from the administrative or religious authority. Other religious meals requested by the administration or religious authority, such as prepackaged meals, shall be provided at a price to be mutually agreed in advance.
- b. **Price Adjustments:** The per meal prices stated in this Contract are firm for the period beginning on the Effective Date and ending on December 31, 2018. Per meal prices for each subsequent 12-month period shall be increased on each anniversary of the Effective Date by an amount to be mutually agreed upon and set forth in an amendment to this Contract in the form attached hereto as Exhibit D; provided, however, that in the event no agreement is reached with respect to such increase, per meal prices shall be increased as further set forth below by the greater of the (a) yearly percentage change in the Consumer Price Index, All Urban Consumers, U.S. City Average, Food Away From Home Index ("CPI-FAH"), published by the U.S. Department of Labor and (b) the yearly percentage change in the Market Basket of Products (as defined below) which approximate the products served at the facilities covered by this Contract (the "Client Menu"). The period for determining CPI-FAH and Market Basket of Products increases shall be ~~November-March~~ November-March of the immediately preceding year to ~~November-March~~ November-March of the then-current year (the "Base Period"). Notwithstanding the foregoing, these price increases may not exceed a total increase of five percent (5%) over the entire three (3)-year term of the Contract.

As set forth on the sample client statement attached as Exhibit E a copy of which shall be provided prior to implementing any price adjustments pursuant to this section, the

“Market Basket of Products” represents categories or types of products that are generally used in the Client Menu. Such products are classified into the following six categories of food items (each, a “Menu Category”): beverage (composed of juice and non-alcoholic drinks other than milk); baked goods; produce (composed of fruits and vegetables); dairy; meat; and grocery items (composed of the food items in the menu that are not otherwise included in one of the preceding categories). Each Menu Category will be ascribed a percentage (the “Category Weighting”) representing the proportion of the Client Menu that such Menu Category approximately represents based on purchasing levels during the Base Period. Each Category Weighting will then be multiplied by the percentage change in the corresponding Bureau of Labor Statistics (“BLS”) category compiled by the U.S. Department of Labor and published at www.bls.gov for the Base Period, and the results of each such calculation will be added together to arrive at the overall percentage change which will represent the Market Basket of Products. For the avoidance of doubt, the BLS categories to be multiplied by the Category Weightings are (1) Beverage, All Urban Consumers, U.S. City Average; (2) Baked Goods, All Urban Consumers, U.S. City Average; (3) Produce, All Urban Consumers, U.S. City Average; (4) Dairy, All Urban Consumers, U.S. City Average; (5) Meat, All Urban Consumers, U.S. City Average; and (6) Food, All Urban Consumers, U.S. City Average. In the event that there are any changes in the method in which the BLS reports its annual statistics, including any changes or modifications to any of the applicable BLS categories, the parties agree to negotiate a mutually agreeable modification to the appropriate Market Basket of Products category or categories or the methodology described above. If the parties do not agree on such a modification, Caterer shall have the right to terminate the Contract upon 90 days’ prior written notice. The Market Basket of Products is designed to approximate price adjustments with product cost increases at the facility or facilities covered by this Contract. The Market Basket of Products is an estimate of food costs only and actual costs may vary. While the Menu Categories attempt to approximate the products served at the facility or facilities covered by this Contract, they may not precisely parallel actual usage or the BLS categories listed above.

Please refer to Attachment E for an example of the Market Basket of Products calculation.

Additional Services: Food, beverage and other services required or desired by the Facility outside the scope of this Contract (including Fresh Favorites) shall be provided by Caterer upon written authorization by the County at mutually agreed upon prices for such services.

- c. **Financial Commitment:** Caterer shall provide to the County Ten-Thousand Dollars (\$10,000) (“Facility Investment”) upon the Effective Date, and the Facility Investment shall be provided each subsequent year on or about January 1 for the remaining term of the Agreement. The Facility Investment shall be used by the County for additions and upgrades to food service equipment.
6. **MATERIAL ADVERSE CHANGE:** The financial arrangements in this Contract are based on conditions existing as of the Effective Date including any representations regarding existing and future conditions made by County in connection with the negotiation and execution of this Contract. If such conditions change due to causes beyond Caterer’s control, including, but not limited to, a change in the scope of Caterer’s services; menu changes; a decrease in the Facility's client population; efforts to organize labor; increases in food, fuel, equipment, utilities, supply, and labor costs; Federal, State and local sales, and other taxes and other operation costs; or other

unforeseen external market conditions outside Caterer's control, then Caterer shall give County written notice of such increase or change, and within thirty (30) calendar days after such notice, Caterer and County shall agree to discuss the impact of said changes and potential modifications to the Contract to offset the impact of the increase or change, which modifications may include any or a combination of the following: an adjustment to Caterer's price per meal, modifications to the menu, or modifications to Caterer's scope of services.

7. BILLING.

Caterer shall provide County with monthly billings, which shall include, but not be limited to, the following: number of congregate meals and number of home-delivered meals provided at each location in the Caterer's Zone during the prior month, subject to deductions set forth in Section 4 of this Agreement.

Invoices should be sent to:
Milwaukee County Department on Aging
Attn: Nasrin Wertz
1220 W. Vliet Street Ste 302
Milwaukee, Wisconsin 53205

8. OWNERSHIP OF DATA.

Upon completion of the work or upon termination of the Contract, it is understood that all completed or partially completed data, drawings, records, computations, survey information, and all other material that Caterer has collected or prepared solely for the purposes of this Contract shall be provided to and become the exclusive property of the County. Therefore, any reports, information and data, given to or prepared or assembled by Caterer solely for the purposes of this Contract shall not be made available to any individual or organization by Caterer without the prior written approval of County.

No reports or documents produced in whole or in part solely for the purposes of this Contract shall be the subject of an application for copyright by or on behalf of the Caterer.

9. COUNTY RIGHTS OF ACCESS AND AUDIT.

The Caterer, its officers, directors, agents, partners and employees shall allow the County Audit Services Division and department contract administrators (collectively referred to as Designated Personnel) and any other party the Designated Personnel may name, with or without notice, to audit, examine and make copies of any and all records of the Caterer related to the performance of the Contract for a period of up to three years following the date of last payment. Any subcontractors or other parties performing work on this Contract will be bound by the same terms and responsibilities as the Caterer. All subcontracts or other agreements for work performed on this Contract will include written notice that the subcontractors or other parties understand and will comply with the terms and responsibilities. Any and all county contracts and solicitations for contracts shall include a statement that the Caterer and any subcontractors understand and will abide by the requirements of this chapter.

10. AFFIRMATIVE ACTION.

The Caterer assures that it will undertake an affirmative action program as required by Milwaukee County Code of General Ordinances (MCCGO) 56.17(1d), to insure that no person shall, on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in MCCGO 56.17(1d). The Caterer assures that no person shall be excluded, on these grounds, from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Caterer assures that it will require that its covered organizations provide assurances to the Caterer that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by MCCGO 56.17(1d), to the same effect.

11. TARGETED BUSINESS ENTERPRISES.

While this Contract does not have a specific participation goal established by Community Business Development Partners, the Caterer shall active and aggressive efforts to assist the County in participation of Targeted Business Enterprise (TBE) firms throughout the term. The directory of certified firms, and further assistance with this initiative, can be obtained by contacting the Community Business Development Partners Department of Milwaukee County (CBDP) at (414) 278-4747, or cbdp@milwaukeecountywi.gov. The directory of TBE firms currently certified in the State of Wisconsin can be found at: <http://wisconsin.gov/Pages/doing-bus/civil-rights/dbe/certified-firms.aspx>

12. NON-DISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION PROGRAMS.

In the performance of work under this Contract, Caterer shall not discriminate against any employee or applicant for employment because of race, sex, sexual orientation, gender identity and expression, age, ancestry or nationality, political or religious affiliation, creed, or disability, which shall include, but not be limited to, the following:

Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. Caterer will post in conspicuous places, available for employees and applicants for employment, notices to be provided by the County setting forth the provisions of this nondiscriminatory clause. A violation of this provision shall be sufficient cause for the County to terminate the contract without liability for the uncompleted portion or for any materials or services purchased or paid for by the Caterer for use in completing this Contract.

Caterer agrees to strive to implement the principles of equal employment opportunities through an effective Affirmative Action program, and has so indicated on the Equal Employment Opportunity Certificate attached hereto as and made a part of this Contract. The program shall have as its objective to increase the utilization of women, minorities and handicapped persons, and other protected groups, at all levels of employment, in all divisions of Caterer's workforce, where these groups may have been previously under-utilized and under-represented. Caterer also agrees that in the event of any dispute as to compliance with the aforesated requirements, it shall be its responsibility to show that it has met all such requirements.

When a violation of the non-discrimination, equal opportunity or Affirmative Action provisions of this section has been determined by County, Caterer shall immediately be informed of the violation and directed to take all action necessary to halt the violation, as well as such action as may be

necessary to correct, if possible, any injustice to any person adversely affected by the violation, and immediately take steps to prevent further violations.

If, after notice of a violation to Caterer, further violations of the section are committed during the term of the Contract, County may terminate the Contract without liability for the uncompleted portion or any materials or services purchased or paid for by the Caterer for use in completing the Contract, or it may permit Caterer to complete the Contract, but, in either event, Caterer shall be ineligible to bid on any future contracts let by County.

13. INDEMNITY.

Caterer agrees to the fullest extent permitted by law, to indemnify, defend and hold harmless, County, and its agents, officers and employees, from and against all loss or expense including costs and attorney's fees by reason of statutory benefits under Workers' Compensation Laws, or liability for damages including suits at law or in equity, caused by any wrongful, intentional, or negligent act or omission of Caterer, or its (their) agents which may arise out of or are connected with the activities covered by this Contract.

Caterer shall indemnify and save the County harmless from any award of damages and costs against County for any action based on U.S. patent or copyright infringement regarding computers programs involved in the performance of the tasks and services covered by this Agreement.

14. INSURANCE.

The Caterer shall purchase and maintain policies of insurance and proof of financial responsibility to cover costs as may arise from claims for damages to property of and/or claims which may arise out of or result from Contractors activities, by whomever performed, in such coverage and amounts as required and approved by the County. Acceptable proof of such coverage shall be furnished to the County prior to commencement of activities under this memorandum. A Certificate of Insurance shall be submitted for review for each successive period of coverage for the duration of this memorandum, unless otherwise specified by the County, in the minimum amounts specified below:

Type of Coverage	Minimum Limits
Wisconsin Workers Compensation Employers Liability & Disease	Statutory \$100,000/\$500,000/\$100,000
General Liability	
Bodily Injury & Property Damage	\$1,000,000 Per Occurrence
To include Personal Injury, Fire, Products and Completed Operations	\$2,000,000 Aggregate
Contractual Liability	
Automobile Liability	
Bodily Injury & Property Damage	\$1,000,000 Per Accident
All autos	

Except for Worker's Compensation and Employers Liability, Milwaukee County shall be named as an Additional Insured in the general and automobile liability policies as its interests may appear as respects the services provided in this Contract. A waiver of subrogation shall be afforded to

Milwaukee County on the Workers' Compensation policy. A thirty (30) day written notice of cancellation or non-renewal shall be afforded to Milwaukee County.

The insurance specified above shall be placed with an A rated carrier per Best's Rating Guide approved to do business in the State of Wisconsin. Any deviations or waiver of required coverages or minimums shall be submitted in writing and approved by Milwaukee County's Risk Manager as a condition of this Agreement.

A certificate of insurance shall be submitted for review to Milwaukee County for each successive period of coverage for the duration of this Agreement.

15. PERMITS, TAXES, LICENSES.

Caterer is responsible for procuring, maintaining and paying for all necessary federal, state, and local permits, licenses, fees and taxes required to carry out the provisions of this Contract.

16. TERMINATION BY COUNTY.

Milwaukee County in its sole discretion may in the case of a termination for breach or default allow the Contractor thirty (30) days in which to cure a defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions. Milwaukee County, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, Milwaukee County shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination. This section also applies should the Milwaukee County Board of Supervisors fail to appropriate additional monies required for the completion of the Contract.

17. TERMINATION BY CATERER.

Caterer may terminate the Contract upon no less than ninety (90) days' written notice to County. Caterer must provide for an orderly transition of services to another vendor as set forth below. Upon said termination, Caterer shall be paid the compensation due for all services rendered through the date of termination. Caterer shall not be entitled to any other compensation or damages.

18. CONTINUITY OF SERVICE.

A. Caterer recognizes that the services under this Contract are vital to the County and the community and must be continued without interruption and that, upon contract expiration or termination, a successor, either County or another Caterer, may continue them. Caterer agrees to: (i) furnish phase-in training; and (ii) exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

B. Caterer shall, upon Caterer's written notice: (i) furnish phase-in, phase-out services for up to fifteen (15) days after this contract expires or terminates for any reason; and (ii) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to County's approval. Caterer shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at

the required level of proficiency.

- C. Caterer shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. Caterer also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, Caterer shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

19. NOT CONTINGENT UPON HOUSE OF CORRECTIONS CONTRACT.

The parties agree that this Contract is not contingent upon Caterer's contract with the Milwaukee County House of Corrections, and if Caterer's contract with the Milwaukee County House of Corrections terminates, Caterer shall be expected to continue its performance pursuant to this Contract.

20. INDEPENDENT CATERER.

Nothing contained in this Contract shall constitute or be construed to create a partnership or joint venture between County or its successors or assigns and Caterer or its successors or assigns. In entering into this Contract, and in acting in compliance herewith, Caterer is at all times acting and performing as an independent Caterer, duly authorized to perform the acts required of it hereunder. Nothing contained in this Contract shall give Caterer any authority to supervise, manage, and/or direct County employees.

21. SUBCONTRACTS.

Assignment of any portion of the work by subcontract must have the prior written approval of County.

22. ASSIGNMENT LIMITATION.

This Contract shall be binding upon and inure to the benefit of the parties and their successors and assigns; provided, however, that neither party shall assign its obligations hereunder without the prior written consent of the other.

23. PROHIBITED PRACTICES.

- A. Caterer during the period of this contract shall not hire, retain or utilize for compensation any member, officer, or employee of County or any person who, to the knowledge of Caterer, has a conflict of interest.
- B. Caterer hereby attests that it is familiar with Milwaukee County's Code of Ethics which states, in part, "No person may offer to give to any County officer or employee or his immediate family, and no County officer or employee or his immediate family, may solicit or receive anything of value pursuant to an understanding that such officer's or employee's vote, official actions or judgment would be influenced thereby."

24. PUBLIC RECORDS.

Both parties understand that the County is bound by the public records law, and as such, all of the terms of this Agreement are subject to and conditioned on the provisions of Wis. Stat. § 19.21, *et seq.* Caterer hereby agrees that it shall be obligated to assist the County in retaining and timely producing records that are subject to the Wisconsin Public Records Law upon any statutory request having been made, and that any failure to do so shall constitute a material breach of this Agreement, whereupon the Caterer shall then and in such event be obligated to indemnify, defend and hold the County harmless from liability under the Wisconsin Public Records Law occasioned by such breach. Except as otherwise authorized by the County in writing, records that are subject to the Wisconsin Public Records Law shall be maintained for a period of three years after receipt of final payment under this Agreement.

25. TAXES.

Milwaukee County is exempt from Federal Excise Taxes and Wisconsin State Sales Taxes. Any billing submitted by Caterer should be without such taxes.

26. NON-CONVICTION FOR BRIBERY.

Caterer hereby declares and affirms that, to the best of its knowledge, none of its officers, directors, or partners or employees directly involved in obtaining contracts has been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or the federal government.

27. CONFIDENTIALITY.

Caterer agrees that all work product and oral reporting shall be provided only to or as directed by the individual who is signing this Contract on behalf of the County department, below, and not any other person or entity, including any other County employee or official. Caterer further agrees that, aside from obligations under the public records law as more fully described in Sec. 24 of this Contract and as determined in cooperation with the County, Caterer shall maintain all materials and communications developed under or relating to this Contract as confidential and shall disclose them only to or as directed by the individual who is signing this Contract on behalf of the County department, below. Caterer understands that breach of confidentiality, especially regarding information that is not subject to public records law disclosure, may harm or create liability for the County and may require Caterer to indemnify County as provided in Sec. 13 of this Contract.

All financial, statistical, operating and personnel materials and information, ~~including, but not limited to, the Aramark System,~~ related to or utilized in Caterer's business (collectively, the "Caterer Proprietary Information") is and shall remain confidential and the sole property of Caterer ~~and constitutes trade secrets of Caterer to the extent permitted by the provisions of Wis. Stat. § 19.31, et seq.~~ The County shall keep all Caterer Proprietary Information confidential (except to the extent required by applicable law) and shall use the Caterer Proprietary Information only for the purpose of fulfilling the terms of this Contract or for the purpose of fulfilling its legal obligations. The County shall not photocopy or otherwise duplicate any materials containing any Caterer Proprietary Information without the prior written consent of Caterer except to the extent required by applicable law. Upon the expiration or any termination of this Contract, all manuals, software, computers, diskettes, disks and disk drives, and other materials or documents containing any Caterer Proprietary Information, shall be returned to Caterer.

28. NOTICES.

All notices with respect to this Contract shall be in writing. Except as otherwise expressly provided in this Agreement, a notice shall be deemed duly given and received upon delivery, if delivered by hand, or three days after posting via US Mail, to the party addressed as follows:

To Caterer:
Aramark Correctional Services, LLC
Attn.: Roderick Hinds
1101 Market Street
Philadelphia, Pennsylvania 19107

To County:
Milwaukee County Department of Aging
Attn.: Beth Monrial Zatarski
1220 W. Vliet Street Ste 302
Milwaukee, Wisconsin 53205

Either party may designate a new address for purposes of this Agreement by written notice to the other party.

29. MISCELLANEOUS.

This Contract shall be interpreted and enforced under the laws and jurisdiction of the State of Wisconsin. This Contract constitutes the entire understanding between the parties and is not subject to amendment unless agreed upon in writing by both parties hereto. Caterer acknowledges and agrees that it will perform its obligations hereunder in compliance with all applicable state, local or federal law, rules and regulations and orders.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the day, month and year first above written.

Aramark Correctional Services, LLC

By: _____ Date: _____
Mark Adams, CFO

Milwaukee County Department on Aging

By: _____ Date: _____
Holly Davis, Director

Approved with regards to County Ordinance Chapter 42:

By: _____ Date: _____
Community Business Development Partners

Reviewed by:

By: _____ Date: _____
Risk Management

Approved for execution:

By: _____ Date: _____
Corporation Counsel

Approved:

By: _____ Date: _____
Comptroller

Approved:

By: _____ Date: _____
County Executive

Approved as compliant under Wis. Stats. § 59.42(2)(b)5, Stats.

By: _____ Date: _____
Corporation Counsel

Exhibit C
Milwaukee County, WI
Effective Date through December 31, 2018

CONGREGATE MEAL	HOME DELIVERED HOT MEAL	HOME DELIVERED BAGGED MEAL
\$4.63	\$4.63	\$4.63

FORM OF AMENDMENT FOR IMPLEMENTING MARKET BASKET INCREASES

Exhibit D

Amendment No. __ to Operating Agreement

THIS AMENDMENT NO. __ (the "Amendment"), is entered into this ____ day of _____, 20__ by and between _____, with offices at _____ ("____"), and **ARAMARK Correctional Services, LLC**, a Delaware limited liability company, having its principal place of business located at the ARAMARK Tower, 1101 Market Street, Philadelphia PA 19107 ("Caterer").

WHEREAS, _____ and Caterer entered into an _____ dated _____ for the management of the food service operation at _____ (as amended, the "Agreement");

WHEREAS, the parties acknowledge the need to address volatility in the cost of food commodities; and

WHEREAS, the parties desire to amend the provisions of the Agreement as follows, effective _____.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as set forth below. Capitalized terms used but not defined in this Amendment have the meanings ascribed to such terms in the Contract.

1. **Price Adjustment:** In accordance with [*Paragraph __ of Amendment No. __ to the Contract*]/[*Paragraph __ of the Contract*], the parties agree that the price per meal charged to _____ by Caterer shall be changed as set forth on Attachment A as a result of [*changes in the Consumer Price Index*]/[*changes in the Market Basket of Products*]/[*mutual Contract of the parties*]. This price shall be effective from _____, 20__ through _____, 20__ , and shall supersede in all respects the price per meal set forth in Paragraph [__] of the Contract or in any other prior Contracts between the parties.

2. **Release:** The methodology used to determine the price increase above, including the Category Weighting percentages ascribed to each Menu Category, has been reviewed and accepted by the parties. By their execution of this Amendment, each party hereby waives and releases any and all claims it may have based upon or arising out of any such methodology (including the elements thereof) used to calculate the price per meal as set forth in this Amendment, and further agrees not to bring any action, suit or proceeding challenging such methodology or calculation.

3. Except as specifically set forth herein, all other terms and provisions of the Contract shall remain unaffected by this Amendment and continue in full force and effect

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. __ to be signed by their duly authorized representatives the day and year first written above.

ARAMARK Correctional Services, LLC

[_____]

By: _____
Mark Adams
Vice President Finance

By: _____

Sample Client Statement - Market Basket of Products Calculation

XYZ County Exhibit

Market Basket Price Redetermination Statement

Period Ended Current Month xxth, 2009

<u>CATEGORY</u>	<u>Menu Weighting</u>	<u>Current Month Category CPI %</u>	<u>Weighted CPI %</u>
Baked Goods	12.62%	8.83%	1.11%
Beverage	5.68%	4.71%	0.27%
Dairy	12.51%	-5.00%	-0.63%
Grocery *	23.32%	4.80%	1.12%
Produce	17.15%	1.00%	0.17%
Protein	28.73%	5.20%	1.49%
TOTAL	100.00%		3.54%

Current Month CPI Food Away from Home Index

4.76%

Greater of Market Basket to Current Month CPI - Food Away from Home

4.76%

XYZ County Exhibit

Market Basket Price Redetermination Statement

Period Ended Current Month xxth, 2009

<u>CATEGORY</u>	<u>Menu Weighting</u>	<u>Current Month Category CPI %</u>	<u>Weighted CPI %</u>
Baked Goods	12.62%	8.83%	1.11%
Beverage	5.68%	4.71%	0.27%
Dairy	12.51%	6.00%	0.75%
Grocery *	23.32%	4.80%	1.12%
Produce	17.15%	1.00%	0.17%
Protein	28.73%	5.20%	1.49%
TOTAL	100.00%		4.92%

Current Month CPI Food Away from Home Index

4.76%

Greater of Market Basket to Current Month CPI - Food Away from Home

4.92%

Notes

- * This category includes all menu items that are not otherwise included in another Menu Category. ARAMARK applies the BLS CPI Food index to the "Grocery" Menu Category for the calculation. The "Food" index encompasses the items in all Menu Categories in addition to food items not used at the facility or facilities covered by this Agreement.