



**SERVICE AGREEMENT FOR FOOD SAFETY INSPECTIONS IN  
PUBLIC SCHOOL CAFETERIAS**  
Environmental Health Division  
5050 Commerce Drive, Baldwin Park, CA 91706  
[www.publichealth.lacounty.gov/eh](http://www.publichealth.lacounty.gov/eh)  
(888) 700-9995



Under the current provisions of Section 111 of the federal Child Nutrition and Women, Infants and Children (“WIC”) Reauthorization Act (Public Law 108-265), each school district’s (hereafter “District”) school that participates in the National School Lunch or Breakfast Program is required to receive two (2) food safety inspections per school year. This law, as amended by Section 9(h) of the Richard Russell National School Lunch Act states in part, *“Beginning July 1, 2005, each school must obtain at least two (2) food safety inspections each school year and the inspections must be conducted by a state or local governmental agency responsible for food safety inspections.”*

Upon the County of Los Angeles’ Department of Public Health (“DPH”) Environmental Health’s (“EH”) (hereafter “County”) and District’s signing of this Service Agreement (hereafter “Agreement”) County hereby agrees to provide food safety inspections to the District in compliance with food safety mandates and subject to the following terms and conditions:

1. County agrees to perform food safety inspections at each of the schools in the District, as identified by the California Department of Education and agreed upon by the District, as participants in the federal Child Nutrition Program. District shall provide County with a written inventory of schools to be inspected by DPH when this Service Agreement (“Agreement”) is fully executed. Only those schools specifically listed by District shall be inspected by County. Additionally, District in its discretion may make additions or deletions to the list of schools. However, no changes will be accepted by County after October 1st of each school year.
2. County shall make at least two (2) food safety inspections during each school year (July 1<sup>st</sup> through June 30<sup>th</sup>). Each inspection shall occur between July 1<sup>st</sup> (e.g., July 1, 2018), and June 30<sup>th</sup> (e.g., June 30, 2019) of the school year.
3. In the course of the food safety inspections, County shall provide the following services:
  - A DPH Environmental Health Specialist (or equivalent) will conduct a food safety inspection of the school cafeteria including the surrounding areas (trash dumpsters, employee restrooms, and student eating areas). This inspection will be based on the California Retail Food Code, commonly referred to as Cal Code.
  - At the conclusion of the inspection, the County’s DPH EH’s inspection report will be discussed and issued to District’s Person in Charge (“PIC”). The inspection report is required to be posted in a publicly visible location. To assist in increasing overall public health and food safety, health advisories and other helpful food handler guides will be provided.
  - If high risk health violations are noted, immediate correction by District or other interventions may be necessary. High risk health code violations include, but are not limited to sewage, vermin, no water, no hot water, and food temperature violations. A revisit inspection may also be conducted to verify District’s compliance of high risk violations unable to be corrected at the time of the inspection.

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- The County’s DPH EH’s inspection report will not be graded or scored.
- 4. The District shall reimburse the Department of Public Health’s Environmental Health Division for the inspections at a rate of One Hundred Ninety-Seven Dollars (\$197.00) per inspection, with up to two (2) inspections per year starting September 1, 2018. District shall also reimburse DPH at standard rates approved by the Board of Supervisors for any revisit inspections to verify District’s compliance to correct high-risk violations. Bills from County or DPH will be processed semi-annually and are due and payable thirty (30) calendar days after receipt of the billing statement.
- 5. During the term of this Agreement, Director of DPH, or his designee, (hereafter “Director”) shall review the fee for service annually. The service fee may be adjusted by Director to cover any changes in cost to County to perform these inspections. District shall be notified of any adjustment in writing, thirty (30) calendar days prior to any change taking effect.
- 6. This Agreement shall become effective upon execution by the parties herein, and shall remain in effect unless terminated by either party. It is mutually agreed that this Agreement may be modified or amended by either party and said modification shall be effective upon the written mutual consent of the parties hereto. Either party may cancel this Agreement, for any reason upon giving at least thirty (30) calendar days advance written notice to the other party.
- 7. Each party will appoint a person to serve as the official contact to individually coordinate the responsibilities of their respective party under this Agreement. Unless otherwise provided in this Agreement, all notices, submissions, payments or deliveries to be made to the District and the County under this Agreement shall be directed as indicated below:

**County Contact**

LA County Department of Public Health  
Environmental Health  
Chief of Program Planning  
Attention: Beatrice LeDuff,  
5050 Commerce Drive  
Baldwin Park, California 91706  
(626) 430-5239  
[aleduff@ph.lacounty.gov](mailto:aleduff@ph.lacounty.gov)

**District Contact**

School District: \_\_\_\_\_  
Attention: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, Zip Code: \_\_\_\_\_  
Phone: \_\_\_\_\_  
E-mail: \_\_\_\_\_

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**COUNTY OF LOS ANGELES**

By \_\_\_\_\_ Date \_\_\_\_\_  
Barbara Ferrer, Ph.D., M.P.H., M.Ed.  
Director

District attests that the individual executing this Agreement is a duly authorized officer of the District and has received authority from the District to accept these conditions on behalf of the District.

**SCHOOL DISTRICT**

By \_\_\_\_\_ Date \_\_\_\_\_  
Signature

Print Name \_\_\_\_\_

Title \_\_\_\_\_

District Name \_\_\_\_\_