

**AGREEMENT NAME: INTERAGENCY AGREEMENT
BETWEEN YOLO COUNTY OFFICE OF EDUCATION AND
DAVIS JOINT UNIFIED SCHOOL DISTRICT**

BRIEF DESCRIPTION OF AGREEMENT: This agreement is between YCOE and DJUSD to authorize DJUSD to claim reimbursement in the Child Nutrition Information and payment System for meals served to student enrolled in YCOE programs in Davis.

California Department of Education

Nutrition Services Division

Interagency Agreement SNP-09

August 2017

Check the appropriate box below:

☐ We did not change this sample:

☒ We changed this sample and highlighted our changes

Return a signed copy through one of the following methods:

- Upload to CNIPS in "Checklist Items"
- Fax to: 916-445-5731

INTERAGENCY AGREEMENT

This Interagency Agreement between the parties named below authorizes the school food authority (SFA) to claim reimbursement in the Child Nutrition Information and Payment System (CNIPS) for meals it serves to students enrolled in the recipient school or agency. Both parties agree that the recipient school or agency is listed as a site under the administering SFA's Permanent Single Agreement (PSA) with the California Department of Education (CDE) Nutrition Services Division (NSD) to operate the federal child nutrition programs.

Name of SFA: Davis Joint Unified School District	
CNIPS ID: 5772678	Vendor Number: 726700
Name of Recipient School/Agency: Yolo County Office of Education	
CNIPS ID (if applicable):	Vendor Number (if applicable):
If the Recipient School/Agency was previously operating under the Permanent Single Agreement of another SFA, identify the full name of that SFA below.	
SFA:	CNIPS ID: Vendor Number:

This Agreement begins on July 1, 2017 and ends on June 30, 2018 (Note: Must not exceed one year term; no extensions [e.g., July 1, 2016, to June 30, 2017]).

The undersigned hereby agree to all terms and conditions of this Interagency Agreement:

Name and Title of SFA Official: Bruce E. Colby, Chief Business Officer		Phone Number: 530 757 5300
Signature of SFA Official:	Date:	Fax Number: 530 757 5319
E-mail Address: bcolby@djusd.net		
Name and Title of Recipient School or Agency Official: Crissy Huey, Director, Internal Business Svcs.		Phone Number: 530-668-3728
Signature of Recipient School or Agency Official: <i>Crissy Huey</i>	Date: 10/23/17	Fax Number: 530-668-3849
E-mail Address: crissy.huey@ycoe.org		

This Interagency Agreement (hereinafter referred to as **Agreement**) executed in duplicate and entered into on September 26, 2017 between the **Davis Joint Unified**, hereinafter referred to as the **SFA**, and the **Yolo County Office of Education**, hereinafter referred to as **Recipient**, is created for the purpose of providing (check all that apply):

- x Lunches served under the:
 - x National School Lunch Program
 - ☐ Seamless Summer Feeding Option
 - ☐ Child and Adult Care Food Program
 - ☐ Summer Food Service Program
- X Breakfasts served under the:
 - x School Breakfast Program
 - ☐ Seamless Summer Feeding Option
 - ☐ Child and Adult Care Food Program
 - ☐ Summer Food Service Program
- ☐ Snacks served under the:
 - ☐ National School Lunch Program
 - ☐ Child and Adult Care Food Program
- ☐ Suppers served under the Child and Adult Care Food Program

Both parties hereby agree that:

- (1) If at any time the **Yolo County Office of Education** no longer meets the eligibility requirements to participate in the federal child nutrition programs (CNP), they will immediately notify the **Davis Joint Unified** and the **Davis Joint unified** will drop the **Yolo County Office of Education** from participation under its PSA.
- (2) The **Davis Joint Unified** will represent the **Yolo County Office of Education** as the CNP sponsor and will claim reimbursement from the CDE for all meals served to children enrolled in the **Horizon and Adult Living Skills** meal program(s). The **Davis Joint Unified** will only claim reimbursement for complete meals or snacks served to students, according to each child's eligibility category, at the rate of one breakfast, lunch, and/or snack per child per day.
- (3) Once approved by the CDE, **the term of this Agreement is one (1) year** as indicated on the cover page. Either party may terminate this Agreement for cause with 10 days' written notice. The **Davis Joint Unified** will provide a written notice of termination to the CDE NSD.
- (4) The **Davis Joint Unified** will conduct the free and reduced-price meal application process, including the distribution, review, and approval of applications for sites belonging to the **Yolo County Office of Education**. The **Davis Joint unified** will create and update the eligibility roster and provide current lists of students and their eligibility category to the **Recipient** as soon as possible after changes occur.

- (5) The **Davis Joint Unified School District, SFA** will perform the point-of-service meal counts. The **Davis Joint Unified** will provide training as necessary to the **Davis High and King High** staff regarding point-of-service meal counts and completion of all required documents; however, the SFA will ultimately be responsible for meal counts and claiming accountability.
- (6) The **Davis Joint Unified** will perform the required daily and monthly meal count edit checks.
- (7) The **Davis Joint Unified** will conduct the annual Verification process, as well as perform any necessary eligibility verifications for cause, and will notify the **Yolo County Office of Education** of its findings and any needed changes.
- (8) The **Davis Joint Unified** will assume responsibility for any overclaims identified during a review or audit, and reimburse the CDE accordingly.
- (9) The **Davis Joint Unified** will obtain CDE approval for this Agreement and then include all participating **Yolo County Office of Education** sites in its PSA with the CDE.
- (10) The **Davis Joint Unified** will provide meals that comply with the nutrition standards established by the U.S. Department of Agriculture (USDA).
- (11) The **David Joint Unified** will prepare meals and snacks in the DJUSD Central Kitchen, located at 1919 5th Street, Davis, CA 95616. This preparation site will maintain the appropriate state and local health certifications for the facility.
- (12) The **Yolo County Office of Education** will notify the **Davis Joint Unified** of the number of meals and snacks needed no later than 9 a.m. each day. The **Davis Joint Unified** is not obligated to provide any meals on days when the **Davis Joint Unified** is not open for business.
- (13) The **Davis Joint Unified** will provide all equipment necessary to prepare meals.
- (14) The **Davis Joint Unified** will provide all equipment necessary to transport meals and snacks to the **Yolo County Office of Education**.
- (15) All meals, including those for field trips, will be (choose one):
 - a. Transported from the SFA to the **Yolo County Office of Education**
 - b. Picked up by the **Yolo County Office of Education** from the **Davis Joint Unified**

Prepared meals will be available for transport or pickup no later than:

Breakfast: 10:00 am

Lunch: 11:30 am

Snacks: None

- (16) The **Davis Joint Unified** will store all food, including USDA Foods.
- (17) Both parties will be responsible for maintaining the proper temperature of the meals/snacks until they are served.
- (18) The **Yolo County Office of Education** will return on a daily basis any and all equipment owned by the **Davis Joint Unified**.
- (19) The **Davis Joint Unified** will provide the necessary trays, dishes, utensils, straws, and napkins.
- (20) No later than one (1) week prior to the end of each month, the **Davis Joint Unified** will provide to the **Yolo County Office of Education** a monthly menu specifying the meals and snacks to be served the following month.
- (21) The **Davis Joint Unified** will submit to the **Yolo County Office of Education** itemized invoices for meals and snacks provided by the **Davis Joint Unified**. The invoices will be for the actual cost of producing meals and snacks plus payments from participating children and adults, minus state and federal reimbursements. The **Yolo County Office of Education** will submit payment to the **Davis Joint Unified** in such form as required by the **Davis Joint unified** on or before the 30th day of the following month.
- (22) When the **Yolo County Office of Education** requests meals for field trips, the **Davis Joint Unified** will provide sack lunches that meet the meal pattern requirements. The **Yolo County Office of Education** must request sack lunches for field trips at least 5 working days in advance. The **Davis Joint Unified** and **Yolo County Office of Education** shall negotiate the delivery time for field trip sack lunches on a case-by-case basis. The cost per lunch will remain the same as for the regular lunch. The **Yolo County Office of Education** will be responsible for maintaining the appropriate temperature of lunches until served.
- (23) The gifting or exchange of USDA Foods is not permitted. Until students are served a meal or snack, all USDA Foods remain the property of the **Davis Joint Unified**.
- (24) The **Yolo County Office of Education** will indemnify and hold the **Davis Joint Unified** and its officers, employees, and agents harmless from any and all liability, cost, or expense incurred as a result of negligence on the part of the **Davis Joint Unified**.
- (25) The **Yolo County Office of Education** will keep and maintain liability insurance, including extended coverage for product liability, in an amount no less than \$1,000,000. for each occurrence. The **Yolo County Office of Education** will provide the **Davis Joint Unified** with a certificate evidencing insurance in this amount, naming the **Davis Joint Unified** as an additional insured, and specifying that the coverage will not be canceled or modified without 30 days prior written notice to the **Davis Joint Unified**.

- (26) Both parties will comply with all applicable federal, state, and local statutes and regulations with regard to the preparation and service of meals under the CNPs; including, but not limited to, all applicable regulations relating to the overt identification of needy pupils, the nutritional content of meals, and nondiscrimination. All records maintained by both parties shall be open and available to inspection by federal, state, and local authorities in accordance with applicable statutes and regulations.
- (27) All business and information relating to the execution of this Agreement and the services thereof, including kitchen visitations, will be conducted with the SFA's Director of Food Services.

CDE Use Only	
This Interagency Agreement is <input type="checkbox"/> Denied <input type="checkbox"/> Approved	
Name of Nutrition Services Division Representative	Title
Signature of Nutrition Services Division Representative	Date
Processing Steps: <input type="checkbox"/> Enter note in CNIPS (Date) <input type="checkbox"/> Signed copy faxed to school or agency (Date) <input type="checkbox"/> Original sent to permanent file	