# MHCU Policy Learning Lab 2017

## Policy Learning Lab Compendium of Research & Technical Assistance Memos

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Moving Healthcare Upstream (MHCU) is a collaborative effort co-led by the Nemours Children's Health System and the University of California, Los Angeles (UCLA) Center for Healthier Children, Families & Communities. MHCU was launched in 2014, with generous support from the Kresge Foundation.

Moving Health Care Upstream (MHCU) creates, tests, and disseminates strategies for producing large-scale, sustainable population health improvements. The focus is on helping health care providers to collaborate with other community-based organizations to help children, patients, and families access new resources to address upstream drivers of health. While the lens is children and families, the work applies generally to communities, and learnings are available to the field at large at *movinghealthcareupstream.org*

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# Introduction

**For more information, please also see the documents bulleted below, which are available at: *movinghealthcareupstream.org***

- **Policy Learning Lab Overview and Lessons Learned;**
- **Policy Learning Lab Social Media Best Practices; and**
- **Policy Learning Lab Resource Directory.**

Moving Health Care Upstream (MHCU) is based on the belief that health systems can address persistent and costly health inequities by moving "upstream"—beyond the walls of hospitals and clinics and into the communities, collaborating with community-based organizations to address the root causes of disease. The various areas of work within MHCU share a common focus—supporting hospitals and community stakeholders in testing and spreading strategies to move upstream, and sharing "what works" to inform the field and accelerate the upstream movement in the field as a whole. Policy Learning Labs are one example of MHCU's work to spread knowledge and accelerate action in the field.

Nemours Children's Health System (Nemours) piloted the Policy Learning Labs under the auspices of MHCU in 2017. They were created to address inter-related challenges in the field:

1) **Sustainability, Spread, Scale:** For sustainability, program work must be combined with policy development. Without this connection, even the strongest programs are at risk of becoming one offs and of disappearing with shifts in funding or staffing. Policy can institutionalize good ideas, yet MHCU and others doing similar work have observed that many organizations and communities have not yet developed policies to institutionalize and grow their programs addressing upstream causes of disease and disparities.

2) **Capacity:** Local public policy and institutional policy is often developed by groups and coalitions whose members are unpaid volunteers or by those taking on the work on top of their formal accountabilities at work. This has implications for the capacity of those involved.

    a. **Knowledge & Skill:** Often, clinicians and other practitioners who develop and implement programs are not "policy people," and don't have a high level of knowledge or skills related to developing local public policy and/or institutional policy.

    b. **Dedicated Time:** Despite the potential effectiveness of learning collaboratives, MHCU staff have repeatedly heard that allocating dedicated time for participation is a challenge. Dedicating time to conduct targeted policy research and scans is also challenge for groups and coalitions.

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The Policy Learning Lab pilot converted these challenges into opportunities by using a short-term (4 month) process to increase knowledge and skills of members and to provide teams with targeted policy tools (such as research and scans). These skills and tools are intended to accelerate the development of evidence-informed local public policy strategies and/or institutional policy strategies to target upstream causes of disease and disparities.

Topics for Policy Learning Labs (root causes of asthma and food insecurity) were chosen based on the input of health systems already associated with MHCU and were intended to fill a white space in the field. Our 2017 pilot involved seventeen teams: five in the Policy Learning Lab focused on root causes of asthma and twelve in the Policy Learning Lab focused on food insecurity (broken into two groups with six teams per group). Each team consisted of a health care organization plus an entity from at least one other sector. A list of teams in each Lab is included in *Policy Learning Lab Overview and Lessons Learned* and also in the *Policy Learning Lab Compendium of Research & Technical Assistance Memos*. Please visit ***movinghealthcareupstream.org*** to access these documents.

Nemours contracted with **ChangeLab Solutions** as our lead partner in this pilot based on their subject matter expertise on our chosen topics as well as their expertise in providing technical assistance on the development of local public policy and institutional policy. The expertise of ChangeLab Solutions was supplemented by additional subject matter experts who were involved on an as-needed basis, based on the needs of teams. Subject matter experts for the teams focused on root causes of asthma included **Green & Healthy Homes Initiative** and **Nemours Health & Prevention Services**. Experts for teams focused on food insecurity included **Feed1st at the University of Chicago's Lindau Lab**, **Root Cause Coalition** and **Prevention Institute**.

To learn more about Moving Health Care Upstream, please visit ***movinghealthcareupstream.org*** and follow us on Twitter **@MHCUpstream**.

For questions, please email **MHCU@nemours.org**.

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# Summary of Research and Technical Assistance Requests

## Policy Learning Lab focused on *Root Causes of Asthma*

| Team Location | Key Point of Contact | Specific Technical Assistance Requested |
|---|---|---|
| **California**<br>*Watsonville* | Henry Martin<br>hmartin@splg.org | **Summary of California's 2017 Housing Legislation.**<br>Provide a summary of legislation that California passed in 2017 to address the state's housing crisis. Include high-level analysis of the impacts and opportunities this legislation may create for Santa Cruz County and the city of Watsonville. |
| **Florida**<br>*Orlando* | Annette Thomas<br>annette.thomas@FLhealth.gov | **State Policies on School-Based Asthma Triggers.**<br>Provide information about state policies that require schools to assess asthma triggers. |
| **Illinois**<br>*Chicago* | Sue Ellen Schumacher<br>sueellen.schumacher@presencehealth.org;<br>Jess Lynch<br>jessica.lynch@iphionline.org | **Policies to Address Mold in Rental Housing in Illinois.**<br>Provide background on the law in Illinois that addresses mold in rental housing. Lay out local policy strategies to address mold in rental housing. |
| **Michigan**<br>*Grand Rapids* | Paul Haan<br>paul@healthyhomescoalition.org | **The Connections Between Housing and Health in Michigan.**<br>Prepare a memo that makes the connection between housing and health. Include information and data that will be meaningful for local policymakers and other stakeholders. Focus on asthma triggers and asthma prevention. |
| **Washington, D.C.** | Dr. Ankoor Shah<br>anshah@childrensnational.org | **The Connections Between Housing and Health in DC.**<br>Prepare a memo that makes the connection between housing and health. Include information and data that will be meaningful for local policymakers and other stakeholders. Focus on asthma triggers and asthma prevention. |

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# Summary of Research and Technical Assistance Requests

## Policy Learning Lab focused on *Food Insecurity*

| Team Location | Key Point of Contact | Specific Technical Assistance Requested |
|---|---|---|
| **Alaska**<br>*Anchorage* | Cara Durr<br>cdurr@foodbankofalaska.org | **Food Insecurity Screening in Clinical Settings.** Provide assistance with adopting organizational and/or system-wide policies for food insecurity screening, with a specific focus on: (1) Outcomes and best practices for referrals provided through the screening process; (2) Detailed materials that answer the "then what" question.<br>**State-level Funding Mechanisms Related to Food Insecurity.** The team requests resources that identify (1) state-level policies that address food insecurity; and (2) how states have expanded Medicaid coverage to address food insecurity. |
| **California**<br>*Los Angeles* | Fatinah Darwish<br>fdarwish@ph.lacounty.gov | **SNAP-Ed Support for Food Insecurity Initiatives.** Provide examples of any health care-based food insecurity screening-and-referral initiatives outside of Los Angeles County that have received funding through the Nutrition Education and Obesity Prevention Grant Program (SNAP-Ed) to support their work.<br>**Public Benefits and Undocumented Residents in California.** Summary of public benefits that undocumented people can access to help them address food insecurity. |
| **California**<br>*San Diego County* | Elly Brown<br>elly@sdfsa.org | **SNAP's Restaurant Meals Program (RMP).** Provide information to make the case for county- or state-level policies that facilitate the use of restaurant meals program (RMP) benefits at food establishments that offer healthy, affordable, culturally appropriate, and accessible options. |
| **Colorado**<br>*Denver Metro Region* | Sharon Crocco<br>sharon.crocco@state.co.us | **Local Policy that Promotes the SNAP Use at Farmers Markets in Colorado.** The City of Golden, Colorado recently passed an ordinance that promotes SNAP use at farmers markets. Examine the jurisdictional issues related to implementing similar ordinances in other communities in Jefferson County, CO. |

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## Summary of Research and Technical Assistance Requests (continued)

### Policy Learning Lab focused on *Food Insecurity* (continued)

| Team Location | Key Point of Contact | Specific Technical Assistance Requested |
|---|---|---|
| **Georgia**<br>*Atlanta* | Wendy Palmer<br>wendy.palmer@choa.org | **Food Insecurity Screening in Clinical Settings Specific to Communication Strategy and Outcomes.**<br>Provide resources to support communications and messaging, with a specific focus on developing internal communications to increase buy-in. Provide information on outcomes being tracked in similar programs, including financial benefits to healthcare organizations as well as health and social benefits to patients and their families. Provide examples of hospital-affiliated food pantries in the United States and connections to relevant networks. |
| **Georgia**<br>*Atlanta Metro Region (Fulton & DeKalb counties)* | Kathryn Lawler<br>klawler1@gsu.edu | **Incentives and Policies to Increase Healthy Food Retail in Georgia.**<br>Provide examples of incentive programs and policies to increase healthy food retail in underserved areas, as well as financing options for advocates and stores participating in these efforts. The research is broken out into three main sections: (1) Review of Healthy Food Financing Activity in Georgia including a review of state legislation; (2) Financing opportunities for healthy retail interventions at the local, state, and federal levels, with links to further information on specific programs, other organizations in the field, and resources; and (3) Methods for communities to incentivize healthy corner store development. |
| **Louisiana**<br>*Central Louisiana* | John Cotton Dean<br>jdean@cenla.org | **Strategies to Promote Local Healthy Food Procurement.**<br>Provide examples of food procurement policies, contracts, and requests for proposals (RFPs) that require or encourage institutions to purchase local, healthy food. |
| **Louisiana**<br>*New Orleans* | Melanie McGuire<br>mmcguire1@secondharvest.org | **Analysis of Whether SSA's Beneficiary Inducement Provisions Apply to Hospital-Based Food Pantries.**<br>Provide a general overview of the beneficiary inducement prohibitions in the Social Security Act for purposes of assessing whether and how those prohibitions impact health care providers' ability to refer patients to on-site food pantries.<br>**Food Insecurity Screening in Clinical Settings.**<br>Provide examples of hospital-affiliated food pantries in the United States and connections to relevant networks. |

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# Summary of Research and Technical Assistance Requests (continued)

## Policy Learning Lab focused on *Food Insecurity* (continued)

| Team Location | Key Point of Contact | Specific Technical Assistance Requested |
|---|---|---|
| **Montana**<br>*Blackfeet Reservation* | Pharah D. Morgan<br>pharah.morgan@rmtlc.org | **Funding Sources for Tribal Food Access Projects.**<br>Provide a general overview of funding resources for food access projects organized by the following categories: resources for tribal communities; foundation grants; federal grants and loans; and state grants and loans. |
| **Texas**<br>*Fort Worth and other Tarrant County municipalities* | Linda Fulmer<br>lindafulmer@sbcglobal.net | **Incentives and Policies to Increase Healthy Food Retail in Texas.**<br>Provide examples of incentive programs and policies to develop healthy corner stores in underserved areas, as well as financing options for advocates and stores participating in these efforts. The research is broken out into two main sections: (1) Methods for communities to incentivize healthy corner store development, with links to resources and examples; and (2) Financing opportunities for healthy retail interventions at the local, state, and federal levels, with links to further information on specific programs, other organizations in the field, and resources. |
| **Texas**<br>*Harris County* | Katie Chennisi<br>cchennisi@hcphes.org | **Policies that Support Urban Agriculture in Texas.**<br>Provide examples of cities that have successfully enacted laws to encourage and support urban agriculture, and resources that propose strategies to overcome legal barriers to urban agriculture. |
| **Washington**<br>*Seattle* | Kelly Fisher<br>kelly.fisher@seattlechildrens.org | **Food Insecurity Screening in Clinical Settings.**<br>Provide assistance with adopting organizational and/or system-wide policies for food insecurity screening, with a specific focus on: (1) Outcomes and best practices for referrals provided through the screening process; (2) Detailed materials that answer the "then what" question; and (3) Making the business case for addressing food insecurity and for examining hospitals' role in social determinants of health, particularly for subspecialty care vs. primary care. |

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# Memos and Supporting Materials focused on *Root Causes of Asthma*: California, *Watsonville*

Key Point of Contact: Henry Martin
**hmartin@splg.org**

**Summary of California's 2017 Housing Legislation.**
Provide a summary of legislation that California passed in 2017 to address the state's housing crisis. Include high-level analysis of the impacts and opportunities this legislation may create for Santa Cruz County and the city of Watsonville.

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ChangeLab Solutions
Law & policy innovation for the common good.

2201 Broadway, Suite 502
Oakland, CA 94612
510.302.3380
changelabsolutions.org

# MEMORANDUM

To: c/o Henry Martin, Policy Director, Salud Para La Gente, Watsonville Asthma Team, Nemours Learning Labs

From: Cesar De La Vega, JD, ChangeLab Solutions
CC: Manel Kappagoda, JD, MPH, ChangeLab Solutions
Kate Blackburn, Senior Program & Policy Analyst, Nemours

Subject: Memo on California's new state housing legislation and its relevance for Watsonville and Santa Cruz County.

Date: November 21, 2017

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The following memo provides a summary and brief analysis of the impacts and opportunities for Watsonville and Santa Cruz County resulting from California's recent housing bills package signed by Governor Jerry Brown. The content in this memo is provided for information purposes only and does not constitute legal advice. ChangeLab Solutions does not enter into attorney-client relationships.

## Research Process

This information was compiled through a scan of each housing bill and related legislative analyses available on the California Legislative Information website to understand the scope and impact of each bill. We reviewed news coverage—including the Los Angeles Times, The Sacramento Bee, SF Gate, and the San Jose Mercury News—on the slate of bills for an overview and to learn how the bills fit together. We consulted analyses of the bills provided by Public Advocates, the Metropolitan Transit Commission and the Association of Bay Area Governments, and the Nonprofit Housing Association of Northern California for different interpretations of their potential impacts. We attended a webinar hosted by the American Planning Association California Chapter on November 9, 2017, to gather information about bill implementation. We reviewed the California Department of Housing and Community Development's draft document *California's Housing Future: Challenges and Opportunities* for specific data on Watsonville and Santa Cruz County's housing stock. Finally, we read the City of Watsonville's Housing Element 2015-2023 to understand the local housing context including why Watsonville's Regional Housing Needs Assessment numbers were as low as they were.

The research findings are broken out into two main sections: (1) a high-level overview of the fifteen bills passed by the California Legislature; and (2) an analysis of the potential impacts specific to Watsonville and Santa Cruz County. We also make recommendations about how the Watsonville Policy Learning Lab team can become involved in implementation and enforcement.

*ChangeLab Solutions is a nonprofit organization that provides legal information on matters relating to public health. The legal information in this document does not constitute legal advice or legal representation. For legal advice, readers should consult a lawyer in their state.*

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## High-Level Overview of the Fifteen Housing Bills Passed by the California Legislature

In January 2017, the California Department of Housing and Community Development ("HCD") released its draft statewide housing assessment titled *California's Housing Future: Challenges and Opportunities*. The document identified the following five key challenges concerning housing affordability in California: (1) the demand for housing exceeds housing supply and the current land-use planning and regulation system creates barriers to development; (2) communities with environmental and socio-economic disparities expect the highest housing growth; (3) the instability of funding for affordable housing development is hurting California's ability to meet its housing demand, particularly for lower-income households; (4) different vulnerable populations, including those experiencing homelessness, deal with additional barriers to securing housing; and (5) these high housing costs impact health, education, transportation, environmental, and economic state policies that affect quality of life for California residents. The fifteen bills discussed below are a legislative response to California's affordable housing crisis, but by no means do they signal the end of the struggle. They are grouped thematically based on the analysis provided by the Los Angeles Times for ease of understanding how they all fit together.

**1. Group One: Bills that will increase the pot of money available to spend on housing, with an emphasis on housing for low-income residents.**

SB 2 (Atkins) The Building Homes and Jobs Act imposes a $75 fee, except as provided, "to be paid at the time of recording of every real estate instrument, paper, or notice required or permitted by law to be recorded, per each single transaction per single parcel of real property, not to exceed $225." The fee shall not be imposed "on any real estate instrument, paper, or notice recorded in connection with a transfer of real property that is a residential dwelling to an owner-occupier." The bill is expected to raise $250M a year, and $5.8B over the next five years when including federal, local, and private matching funds. The revenue generated is considered a permanent source of funding for affordable housing. Most of the money raised will help to pay for the development of new homes for low-income residents, defined as earning 60% or less of the median community income. Revenue generated in 2018 will be split equally between state and local governments. The money allocated to cities and counties in 2018 can be used to update neighborhood development blueprints and other planning documents to streamline housing production. The money allocated to the state in 2018 will be used to assist people experiencing or at risk of homelessness. Beginning in 2019, 70% of the funds shall be made available to local governments for a range of programs including the development of affordable rental housing; homeownership opportunities; and efforts to acquire and rehabilitate foreclosed, vacant, or blighted homes. Thirty percent of the funds shall be made available to the state for incentive programs including loans and grants administered by HCD, affordable home ownership and rental housing opportunities for agricultural workers and their families, and for creating mixed-income multifamily residential housing for lower- to moderate-income households.

Relevant timeline: The fee will be imposed beginning January 1, 2018.

SB 3 (Beall) The Veterans and Affordable Housing Bond Act of 2018 places a $4 billion housing bond on the November 2018 statewide ballot. The bond, if approved by a majority of voters, will provide $1 billion to the CalVet program to provide farm and home purchase loans to veterans, and $3 billion for existing housing programs such as the Housing Rehabilitation Loan Fund ($1.5B); the Regional Planning,

Housing, and Infill Incentive Account ($300M); the Transit Oriented Development Implementation Fund ($150M); the Self-Help Housing Fund ($150M); the Joe Serna, Jr. Farmworker Housing Grant Fund ($300M); and others.

Relevant timeline: The measure will go to a vote at the statewide general election taking place November 6, 2018.

**2. Group Two: Bills that streamline the process for developers to build new housing.**

SB 35 (Wiener) expedites the approval of qualified zoning-compliant projects in local jurisdictions that do not meet their Regional Housing Needs Allocation ("RHNA") target until their RHNA goals are met. Under SB 35, an application for the development of a multifamily housing development that contains two or more units and satisfies a long list of objective planning standards outlined in the bill will go through a streamlined, ministerial[i] approval process. Unless the local government provides documentation (in compliance with the bill's requirements) demonstrating how the project conflicts with the objective planning standards within 60-90 days of the submittal of the development application, the development shall be deemed to satisfy these objective planning standards.

Relevant timeline: HCD is expected to announce which localities have not met their RHNA and are therefore eligible for SB 35 shortly after January 1, 2018. This bill shall remain in effect until January 1, 2026.

AB 73 (Chiu) and SB 540 (Roth) provide local jurisdictions with an incentive to plan neighborhoods for new development. AB 73 authorizes cities and counties to establish by ordinance a housing sustainability district in which housing projects would be subject to a ministerial approval process. According to the Los Angeles Times, "Under AB 73, a city receives money when it designates a particular community for more housing and then additional dollars once it starts issuing permits for new homes. In these neighborhoods, at least 20% of the housing must be reserved for low- or middle-income residents." SB 540 authorizes a city or county to establish a Workforce Housing Opportunity Zone by preparing an environmental impact report ("EIR") and adopting a specific plan. After the plan is adopted, the locality, for a period of five years, would be required to approve a development within the zone that is consistent with the plan and meets specific criteria, within 60 days after the application for that development is deemed complete. Under SB 540, a local government could apply for a grant or no-interest loan, or both, from HCD to support the development of the plan and EIR. Criteria for the plan under SB 540 include affordability and prevailing wage requirements. According to The Sacramento Bee, under SB 540 proposals must include the following provisions: "30 percent of all units sold or rented to moderate-income households, 15 percent sold or rented to low-income households, 5% sold or rented to very low-income households and 10 percent of market-rate projects set aside for low-income people."

**3. Group Three: Bills that push developers to build and preserve more low-income housing.**

AB 1505 (Bloom) is known as the "Palmer Fix" in that it "overturns the 2009 court case that struck down inclusionary zoning for rental housing as an illegal form of rent control."[ii] The bill once again authorizes cities and counties to adopt an inclusionary ordinance for residential rental units to develop more affordable housing by requiring builders to reserve a portion of their projects for low-income residents.

AB 1521 (Bloom) "seeks to preserve existing affordable housing by strengthening state law that requires public notification when low-income housing protections expire and units can be converted to market rate."[iii] According to the Metropolitan Transportation Commission's and Association of Bay Area Government's summary of the housing bills, AB 1521 makes changes to California's Affordable Housing Preservation Law by requiring owners of certain expiring affordable rental properties to accept a qualified offer to purchase the properties from a preservation entity who pledges to maintain the property's affordability restrictions.[iv] Under AB 1521, a right of first refusal is established for these qualified housing agencies or organizations that intend to purchase the housing developments at fair market value and preserve affordability.

AB 571 (Garcia) will make several changes to the farmworker housing set-aside from the state low-income housing tax credit (LIHTC) program to make projects more feasible and increase the supply of farmworker housing. These changes include more flexibility related to occupancy requirements and expanded eligibility for state credits, which should increase the utilization of the farmworker housing set-aside going forward.

**4. Group Four: Bills that will force localities to plan for more housing.**

AB 1397 (Low) makes several changes to the housing element law by changing what may be included in a jurisdiction's inventory of land suitable for residential development. The bill requires that the inventory of land available for residential development (1) be suitable for residential development; and (2) include vacant sites and sites that have "realistic and demonstrated potential for redevelopment during the planning period to meet the locality's need for a designated income level." The bill also requires parcels included in the inventory to have sufficient water, sewer, and dry utilities supply available to support housing development or be included in an existing general plan, program, or other mandatory program or plan to secure these utilities supply to support housing development. The purpose of the bill is to increase the number of sites for new multifamily housing.

SB 166 (Skinner) prohibits localities from allowing or causing its inventory of sites identified in the housing element to be insufficient to meet its remaining unmet share of the RHNA. The prohibition applies to lower- and moderate-income households at all times throughout the housing element planning period, with certain exceptions. The bill seeks to increase the supply of housing, including affordable housing, by ensuring that localities preserve an ongoing supply of land to meet their RHNA. According to the 09/15/17 Senate Floor Analysis of the bill, existing law had not adequately ensured that after the housing element was adopted, a locality continued to maintain a supply of affordable land to accommodate the RHNA through the eight-year period covered by the housing element. If a local government approves a development on a site identified for housing that results in fewer units than projected in the housing element, SB 166 requires the local government to identify additional sites that could accommodate the need not met by the approved development.

AB 879 (Grayson) requires local governments to analyze the time it takes developers to build their projects after being approved and then where legally possible, to address and remove hurdles to housing production. The bill also requires HCD, by June 30, 2019, to complete a study to evaluate the reasonableness of local fees charged to new developments, and to make recommendations regarding potential fee reductions for residential development.

Relevant timeline: AB 879 concerns requirements regarding annual report contents. Annual reports are due April 1 each year, so the new requirements under AB 879 won't be reflected in reporting until April 2019.

**5. Group Five: Bills that penalize localities who say no to new housing.**

SB 167 (Skinner) and AB 678 (Bocanegra) make it easier for developers to prove a city acted in bad faith in denying a housing project. According to SF Gate, the bills strengthen the state's Housing Accountability Act by increasing "the standard of proof required for a local government to justify a denial of low- and moderate-income housing development projects." The bills elevate the standard of proof for the findings from "substantial evidence" to a "preponderance of the evidence." The bills also impose a $10,000 minimum per unit fine if the court finds the local agency to be in violation of the Housing Accountability Act.

AB 1515 (Daly), according to The Sacramento Bee, "makes it harder for cities and counties to vote down housing projects or emergency shelters that meet existing zoning and other land-use regulations by strengthening the Housing Accountability Act." According to the 09/15/17 Assembly Floor Analysis of the bill, AB 1515 "[s]pecifies that a housing development project or emergency shelter is deemed consistent, compliant, and in conformity with an applicable plan, program, policy, ordinance, standard, requirement, or other similar provision if there is substantial evidence that would allow a reasonable person to conclude that the housing development project or emergency shelter is consistent, compliant, or in conformity, pursuant to the HAA."

Relevant timeline: Because SB 167, AB 678, and AB 1515 concern processing developer proposals, it is important to understand these bills now, as they will become effective January 1, 2018.

AB 72 (Santiago) provides HCD with more authority to investigate local governments that fail to follow through with their housing plans, and permits HCD to notify the California Attorney General of violations.

RESOURCE

Public Advocates' analysis of the housing bills package highlights a cross-cutting issue that may be relevant to the Watsonville Policy Learning Lab team. According to the analysis, AB 291 (Chiu), which is not part of the fifteen-bill package, "protects renters from threats and harassment by those landlords who would use a tenant's immigration status to retaliate against habitability or repair complaints or to circumvent the statutory eviction process. This new law is vitally important given the current dangers facing immigrant Californians – both documented and undocumented." For more information about AB 291, visit the California Legislative Information website.

## Analysis of the Bills' Potential Impacts Specific to Watsonville and Santa Cruz County

**1. Brief discussion of California's RHNA requirement and Watsonville's and Santa Cruz County's housing inventory.**

For nearly 50 years, California has required that local governments sufficiently plan to meet the housing needs of all community members.[v] All California local governments are required to adopt a Housing Element as part of their General Plans that demonstrates how they plan to meet the projected and existing housing needs of all people in the community, at all income levels.[vi] The RHNA is "the state-mandated process to identify the total number of housing units (by affordability level) that each jurisdiction must accommodate in its Housing Element. . . . Once a local government has received its final RHNA, it must revise its Housing Element to show how it plans to accommodate its portion of the region's housing need."[vii] The RHNA is determined by HCD and assigned for an eight-year period, and it is divided into four income categories that include all levels of housing affordability.

The HCD statewide housing assessment projects that from 2015-2025, roughly 1.8 million new housing units are needed to meet the demand from projected population growth and household growth. The assessment also notes that during California's last "Fourth Cycle" Projection Period (2003-2014), not a single region built enough housing to meet its regional need. Though new home production falls short for all income segments, the HCD assessment highlights that the problem is especially true for affordable housing available to lower-income households. The chart below highlights the RHNA numbers for Santa Cruz County and Watsonville during the state's most recent "Fourth Cycle" Projection Period. Santa Cruz County met 49.2% of its RHNA requirement, and Watsonville met 16.9% of its RHNA requirement over this period.

*Inventory of 4th Housing Element Cycle Regional Housing Needs Allocation (RHNA) in comparison with production*[viii]

| RHNA (1/1/2007 – 6/30/2014) *cycles within the projection period differ by Council of Government | | 4th RHNA Allocations | Housing Unit Change | % of Total RHNA Achieved | Single Family/Mobile Homes | Multifamily (2+) |
|---|---|---|---|---|---|---|
| Santa Cruz County | Countywide | 3215 | 1582 | 49.2% | 1031 | 551 |
| Santa Cruz County | Watsonville | 923 | 156 | 16.9% | 3 | 153 |
| Santa Cruz County | Unincorporated | 1289 | 792 | 61.4% | 374 | 418 |

The Watsonville Final 2015-2023 Housing Element ("the Housing Element") document points to several reasons why the city has such a low RHNA percentage achieved. First, the Housing Element highlights that although Santa Cruz County is "one of the most affluent counties Statewide, the income gap between Watsonville and the remainder of the County has been growing."[ix] The Housing Element notes that Watsonville has the lowest median income in the County, in part due to the relatively high proportion of residents with lower-paying jobs in agriculture and services. The Housing Element also

notes that Watsonville's housing growth is constrained by farmland and sloughs, environmental lawsuits, the Pajaro River, requirements to annex surrounding unincorporated islands, and the reality that it is approaching build out of available vacant and underdeveloped properties.[x] Watsonville also underwent a significant change in the housing market: the median home value in 2010 increased by over 95% from the median value in 2000.[xi] The Housing Element also points to stagnant production in nearby communities and an influx of working professionals from Santa Cruz County and Silicon Valley that has contributed to an increased demand for housing in Watsonville, resulting in higher home prices.[xii] Finally, the Housing Element points to a variety of market constraints including development costs, fees and exactions, governmental constraints, environmental constraints including geologic, flood, and fire hazards, coastal zones, and infrastructure constraints.[xiii]

**2. A look ahead to 2018 and opportunities for the Watsonville Policy Learning Lab team.**

- Additional Information about SB 35: The APA webinar and Public Advocates coverage of the bill provide some interesting insights about SB 35 that are worth discussing further. On its surface, SB 35—which streamlines development approvals for housing in localities that fail to meet their housing goals require by the RHNA—certainly should raise some concern for the Watsonville team considering the community's most recent RHNA numbers. Public Advocates' analysis states the following: "Many equity advocates are concerned that this [SB 35] will fast track market-rate development in hot coastal markets and speed up displacement of vulnerable communities."[xiv] Although they note that efforts to mitigate the potential harms of SB 35 were somewhat successful (through the inclusion of some renter and other protections into the bill), Public Advocates still believes that SB 35's "impacts on low-income communities of color could be substantial."[xv] They do, however, point to a potential upside of SB 35, which is that 100% of proposed affordable housing will also be streamlined, which may help increase the number of affordable units in communities that have traditionally tried to exclude low-income people. This upside presents an opportunity for the Watsonville Policy Learning Lab team to engage with other local housing advocates and statewide organizations like Public Advocates for the purposes of identifying how each partner can promote the potential positive outcome of SB 35—more affordable housing units—while also combatting the potential harms of the bill. However, an APA webinar speaker, Sande George of Stefan/George Associates, cautioned that due to the extensive requirements that must be satisfied to become eligible for the streamlined SB 35 review, it is likely to be used far less than expected by developers. Given that the applicant has to invoke SB 35 during the application process, the Watsonville team might find it interesting to monitor how many applicants invoke SB 35 during the law's first year to better gauge how problematic the law may be locally going forward.

- The Watsonville Policy Learning Lab team may also want to remain engaged in the implementation of the bills that create new streams of funding for affordable housing (e.g., SB 2 and SB 3) to ensure that these dollars are used responsibly by the state and local government agencies. The Watsonville team may consider undertaking efforts to hold local officials accountable and keeping an eye out for violations of these new laws. Additionally, in light of AB 1505, the "Palmer Fix," the team may want to consider partnering with allies to develop a local campaign to educate the City of Watsonville about policies such as inclusionary ordinances for rental housing.

- The Watsonville Policy Learning Lab team may also consider taking a closer look at the bills that may have particular relevance to Watsonville based on provisions regarding coastal and agricultural land (e.g., the SB 35 coastal zone exemption), and farmworker households (AB 571). SB 3, if approved by the people of California next fall, contains two pots of funding that the Watsonville Policy Learning Lab team should keep on its radar: $0.3 billion for the Jose Serna, Jr. Farmworker Housing Grant Fund which finances new construction, rehabilitation, and acquisition of owner-occupied and rental units for agricultural workers, with a priority for lower income households; and $0.3 billion for the Infill Incentive Grant Program, which assists in the new construction and rehabilitation of infrastructure that supports higher density affordable and mixed-income housing in locations designated as infill. The Watsonville Housing Element noted that future housing growth would consist, in part, of infill within existing neighborhoods and commercial areas.[xvi]

- Finally, although it was beyond the scope of this research memo, the Watsonville Policy Learning Lab team may want to investigate how many low-income housing units in Watsonville are at risk of losing their income restrictions in the next several years. This will help ensure proper oversight of the implementation of AB 1521, which strengthened state law requiring public notification when low-income housing protections are set to expire and units can be converted to market-rate. If this is a particularly salient issue in Watsonville, it may be worth investing additional time in understanding the ins and outs of AB 1521 to help maximize the preservation of affordable housing stock in Watsonville.

## Conclusion

This memo aims to help the Watsonville Policy Learning Lab team understand the impacts and opportunities resulting from the recent passage of California's housing bills package by providing the following information: (1) a high-level overview and summary of the 15 housing bills passed by the California Legislature; and (2) an analysis of what these bills may mean for Watsonville and Santa Cruz County in light of the current housing landscape.

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[i] "'Ministerial' describes a governmental decision involving little or no personal judgment by the public official as to the wisdom or manner of carrying out the project. The public official merely applies the law to the facts as presented but uses no special discretion or judgment in reaching a decision. A ministerial decision involves only the use of fixed standards or objective measurements, and the public official cannot use personal, subjective judgment in deciding whether or how the project should be carried out." 14 CCR § 15369. https://govt.westlaw.com/calregs/Document/IF47172D0D48811DEBC02831C6D6C108E?viewType=FullText&originationContext=documenttoc&transitionType=CategoryPageItem&contextData=(sc.Default)&bhcp=1.

[ii] Public Advocates. Housing Bills 2017: The Good, the Problematic, & the Fights Ahead (October 25, 2017). http://www.publicadvocates.org/resources/blog/housing-bills-2017-the-good-the-problematic-the-fights-ahead/.

[iii] Hart, Angela. The Sacramento Bee. *Jerry Brown signs new California affordable housing laws* (September 29, 2017). http://www.sacbee.com/news/politics-government/capitol-alert/article176152771.html.

[iv] Metropolitan Transportation Commission and Association of Bay Area Governments. *Summary of Significant Housing Bills Passed by Legislature in 2017*. https://mtc.ca.gov/sites/default/files/ABAG_MTCHousing-Bills-Summaries_Handout.pdf.

[v] California Department of Housing and Community Development. *Regional Housing Needs Allocation and Housing Elements webpage*. http://www.hcd.ca.gov/community-development/housing-element/index.shtml.
[vi] Association of Bay Area Governments. *Regional Housing Need Plan: San Francisco Bay Area 2014-2022* at 4. https://abag.ca.gov/files/ABAG_Final_RHNA_Publication.pdf.
[vii] *Id*.
[viii] California Department of Housing and Community Development. *California's Housing Future: Challenges and Opportunities* (public draft) at Exhibit B 12-13. http://www.hcd.ca.gov/policy-research/plans-reports/docs/California's-Housing-Future-Full-Public-Draft.pdf.
[ix] City of Watsonville. *2015-2023 Housing Element* at 16 (March 2016). https://www.cityofwatsonville.org/DocumentCenter/Home/View/2047.
[x] *Id*. at 25.
[xi] *Id*. at 28.
[xii] *Id* at 28-29.
[xiii] *Id*. at 37-53.
[xiv] Public Advocates. Housing Bills 2017: The Good, the Problematic, & the Fights Ahead (October 25, 2017). http://www.publicadvocates.org/resources/blog/housing-bills-2017-the-good-the-problematic-the-fights-ahead/.
[xv] *Id*.
[xvi] City of Watsonville. *2015-2023 Housing Element* at 25 (March 2016). https://www.cityofwatsonville.org/DocumentCenter/Home/View/2047.

# Memos and Supporting Materials focused on *Root Causes of Asthma*: Florida, *Orlando*

Key Point of Contact: Annette Thomas
**annette.thomas@FLhealth.gov**

**State Policies on School-Based Asthma Triggers.**
Provide information about state policies that require schools to assess asthma triggers.

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ChangeLab Solutions
Law & policy innovation for the common good.

2201 Broadway, Suite 502
Oakland, CA 94612
510.302.3380
changelabsolutions.org

# MEMORANDUM

To: c/o Annette Thomas, Regional Asthma Coordinator, Florida Department of Health (Orange County), Orlando Asthma Team, Nemours Learning Labs

From: Cesar De La Vega, JD, ChangeLab Solutions
CC: Manel Kappagoda, JD, MPH, ChangeLab Solutions
Kate Blackburn, Senior Program & Policy Analyst Nemours

Subject: State law approaches to require that schools assess asthma triggers

Date: November 7, 2017

The following memo provides an overview of the framework through which states approach addressing asthma triggers in schools as well as the current Florida landscape regarding school environment policies related to asthma triggers. The memo then uses a summary chart to compare "best practice" state law approaches to address asthma triggers in schools through indoor air quality ("IAQ") programs. The content in this message is provided for information purposes only and does not constitute legal advice. ChangeLab Solutions does not enter into attorney-client relationships.

## Research Process

To begin, we researched Florida law to clarify whether or not there is currently a state law that requires schools to assess asthma triggers. (There is not.) Next we reviewed existing efforts to address asthma rates among school-age children in Florida, which included looking at the websites of the Florida Department of Health and the Florida Asthma Coalition. We also consulted resources provided by the Environmental Law Institute ("ELI"), the National Association of State Boards of Education's State School Health Policy Database ("Database"), and the Asthma and Allergy Foundation of America ("AAFA") for data on state laws that require schools to address asthma triggers and other asthma and air quality in schools laws and policies. We reviewed U.S. EPA's website on Creating Healthy Indoor Air Quality in Schools, including its *IAQ Tools for Schools* Program and Action Kit. We spoke with Regional Asthma Management Prevention (RAMP), a project of the Public Health Institute, to glean additional useful resources. Finally, we scanned resources from several other helpful groups including the Centers for Disease Control and Prevention ("CDC"), American Lung Association ("ALA"), the Healthy Schools Network ("HSN"), and the Asthma Community Network ("ACN").

The research findings are broken out into three main sections: (1) a framework through which states approach addressing asthma triggers in schools and an overview of specific state examples; (2) a discussion of the Florida landscape regarding school environment policies related to asthma triggers; and (3) a summary chart comparison of "best practice" state law approaches to address asthma triggers in schools through IAQ programs and policies.

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## Framework States Use to Address Asthma Triggers in Schools

U.S. EPA recently ranked indoor air pollution as one of the top five environmental risks to public health, and it recognized good IAQ as being conducive to a healthy indoor environment, which in the school setting is relevant to student attendance and performance. U.S. EPA acknowledges that IAQ problems can aggravate respiratory illnesses such as asthma, which is the leading cause of school absenteeism due to chronic illness. Understanding the importance of providing a healthy, comfortable environment for students and staff through good IAQ in schools, U.S. EPA created their *IAQ Tools for Schools* program to help schools proactively address IAQ and promote healthy learning environments. As more states recognize the importance of ensuring good IAQ to reduce exposure to environmental asthma triggers, they often rely on the *IAQ Tools for Schools* program as the basis for an effective IAQ management plan.

**1. U.S. EPA framework for establishing a comprehensive IAQ Management Program: Tools for Schools.**

U.S. EPA designed their *IAQ Tools for Schools* Action Kit to show schools how to design and implement a plan to improve IAQ at minimal cost and with existing staff. The kit includes a sample IAQ management plan, sample policies, industry guidelines, and best practices for a sustainable, effective, and comprehensive IAQ management program. This guidance has been successfully implemented in tens of thousands of schools across the country.

As a result of this success, U.S. EPA put together its Framework for Effective School IAQ Management ("Framework") to help schools design and implement new IAQ management programs, as well as to strengthen existing efforts. The Framework combines data from a national survey on IAQ management practices with more than 800 schools, 200 IAQ Tools for Schools award applications, and site visits and in-depth interviews. It provides advice on proven strategies, leadership styles, and organizational approaches that are essential to program effectiveness. The Framework identifies six key drivers as the essential elements of impactful and lasting IAQ management programs, and seven technical solutions that define the most frequent issues schools must address to successfully manage IAQ risks (e.g., quality HVAC; control of moisture/mold).

RESOURCE

U.S. EPA provides a set of case studies that offer a glimpse into nine school districts that have successfully implemented the *IAQ Tools for Schools* guidance. These profiles demonstrate how school districts have overcome barriers to launch and implement the programs, regardless of geography, scope, existing facility conditions, or budget. The Florida case study is discussed in greater detail in this memo.
https://www.epa.gov/iaq-schools/indoor-air-quality-schools-case-studies.

**2. State approaches to promote good IAQ in schools through state health, education, and labor laws.**

*State Health Law: Indiana Department of Health Indoor Air Quality Program.*

In accordance with Indiana's health code, the Indiana State Department of Health ("IDH") adopted rules to establish a school IAQ inspection, evaluation, and parent/employee notification program (410 Ind. Admin. Code 33-1-1 et seq. ("410 IAC 33")). IDH's IAQ Program has three primary functions: (1) to inspect a school or state agency facility and report on its findings after having received a written air

quality complaint; (2) to provide technical support to local health departments conducting investigations; and (3) to offer information and converse with the public about their IAQ concerns. In order to comply with 410 IAC 33, the inspection findings report must: (1) identify any conditions that are or could contribute to poor IAQ at the school or state agency; (2) provide guidance on next steps the school or state agency should take to address any issues; and (3) request a response from the school or state agency no later than sixty days after the date of the report. Finally, 410 IAC 33 requires IDH to assist the school or state agency in developing a reasonable plan to improve IAQ conditions encountered in the inspection.

The IDH IAQ website makes clear that beyond 410 IAC 33 for schools and state agencies, there are no laws or regulations to enforce IAQ in the state. The IDH IAQ Program created a series of best practice documents to help schools meet 410 IAC 33 requirements. Several of these documents refer to U.S. EPA's *IAQ Tools for Schools* resources. The webpage provides a clear disclaimer that it is not mandatory for schools to follow these best practice documents or use the sample policies found inside the documents.

*State Education Law: Minnesota laws require school districts to adopt an IAQ Management Plan.*

Minnesota Stat. §123B.595, Subd.4 and §124E.03, Subd. 2 require that public schools (including charter schools) have a health and safety program that complies with health, safety, and environmental regulations and best practices, including remediation of lead hazards and IAQ management. Under these statutes, in order to qualify for long-term facilities maintenance revenue, school districts must have a ten-year facility plan (which must include provisions for implementing the aforementioned health and safety program) that is adopted by the school board and approved by the commissioner. The Minnesota Department of Health's ("MDH") Indoor Air Quality Program is designed to help school districts across the state move forward IAQ best management practices and foster healthy learning environments. Together with the Department of Education, MDH provides technical assistance to help school districts adopt and implement tailored IAQ Management Plans.

MDH recommends the U.S. EPA's *IAQ Tools for Schools* program as the foundation for an effective IAQ Management Plan. To assist school districts, MDH has created an IAQ Management Plan Development Package, which includes instructions to develop a plan, a Model IAQ Management Plan, links to EPA checklists, and other information. The Minnesota model plan is structured to be easily modified and adapted by individual school districts, and it contains both required and optional elements that address IAQ issues. MDH also offers annual trainings on topics such as general IAQ principles, common problems and solutions, the process of developing an IAQ Management Plan, and other issues as requested. According to the MDH Model Indoor Air Quality Management Plan, an annual IAQ walkthrough inspection policy is "recommended," meaning that it does not have to be included in the IAQ Plan and is not regulated. However, the model plan does provide language for an annual walkthrough inspection policy, should a school district decide to adopt it.

RESOURCE

In 1984, New Jersey enacted the Public Employees' Occupational Safety and Health Act ("PEOSH") to ensure that all public employees would be provided with safe and healthful work environments free from recognized hazards. Pursuant to this law, the state enacted the New Jersey Indoor Air Quality Standard, which sets standards for IAQ in existing buildings occupied by public employees during their regular working hours (including public school buildings). PEOSH is administered by the New Jersey Department of Labor and Workforce Development in conjunction with the New Jersey Department of Health and Senior Services. PEOSH has developed a series of resources to assist employers in complying with the requirements of the Indoor Air Quality Standard. These resources include a model written IAQ program, an IAQ inspection checklist, and an IAQ PowerPoint training for school nurses. http://www.nj.gov/health/workplacehealthandsafety/peosh/peosh-health-standards/iaq.shtml#iaq.

## Discussion of the Florida Landscape Regarding School Environment Policies Related to Asthma Triggers

The AAFA's 2016 State Honor Roll of Asthma and Allergy Policies for Schools ranks the states with the best public policies for people with asthma, food allergies, and related allergic diseases in schools. Under its *School Environment Policies* criteria, Florida met four of nine core policy standards. One of the policy standards the state met was "State has IAQ policies that include specific components in asthma/allergy management (HVAC, HEPA, carpeting, pesticide use)." However, Florida did not meet the following core policy standard: "State has mandated that all schools must have IAQ management policies."

Although the state does not require that all schools have IAQ management policies, Broward County Public Schools offers a best practice that originated in response to an emergency. In 2002, a mold crisis hit the school district. At the time, IAQ activities in the district were not systematic, nor were they something everyone in the district understood or felt they had a role to play in promoting healthy school environments. In 2003, the district partnered with U.S. EPA to implement the *IAQ Tools for Schools* program, and has since adopted EPA recommended practices for all IAQ efforts. IAQ initiatives have been institutionalized through their inclusion in district strategic plans and the budgeting process. The success in Broward County is in part attributable to the collaborative approach to IAQ management that brought together teachers, parents, unions, facilities, and operations and maintenance staff. The school district's Environmental Health & Safety Department makes their IAQ assessments publicly available online, allowing stakeholders to hold schools accountable for remediating issues identified in the walkthroughs.

RESOURCE

U.S. EPA's *Find Local Indoor Air Quality Champions* tool allows users interested in receiving guidance from a local school district with an exemplary program to connect with them and share information about strategies, challenges faced, and commitments made to promote the health and safety of students and staff through IAQ management programs. The tool identifies five regional champions in Florida: Hillsborough County Public Schools, Okaloosa County School District, Pinellas County School Board, the School Board of Broward County, and the School District of Palm Beach County. https://www.epa.gov/iaq-schools/find-local-indoor-air-quality-champions#FL.

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## Summary Chart Comparison of "Best Practice" State Law Approaches to Address Asthma Triggers in Schools Through IAQ Programs and Policies

| State | State law(s) | Requires school districts to have an IAQ management plan? | Annual inspection required? | Triggering event? |
|---|---|---|---|---|
| Indiana | Indiana Code §§ 16-41-37.5-1-4 | No (though the Department of Health is directed to assist a school in developing a reasonable plan to improve IAQ conditions found during the inspection). | No. | IAQ inspections are conducted by the Department of Health in response to a written air quality complaint. |
| New Jersey | New Jersey Statutes §§ 34:6A-1 et seq. (rules adopted under the law: N.J. Admin. Code 12:100-13.1 et seq.) | No (the rules require that public employers, including schools, develop a plan for complying with the regulatory provisions and designate a person responsible for ensuring compliance). | No. | IAQ inspections are conducted in response to an employee complaint to the Department about an IAQ problem. |
| Minnesota | Minnesota Statutes §§ 123B.595 and 124E.03 | Requires school districts to have a 10-year facility plan, which includes provisions for implementing a health and safety program that complies with IAQ management best practices. | No, an annual IAQ walkthrough inspection policy is recommended but not required. | School districts must demonstrate that they have their 10-year facility plan when applying for state health and safety funding. |

RESOURCE

Environmental Law Institute provides a suite of resources on state IAQ laws that reflect a wide range of policy strategies to improve IAQ in schools. These resources include two reports: School Indoor Air Quality: State Policy Strategies for Maintaining Healthy Learning Environments (2009); and Healthier Schools: A Review of State Policies for Improving Indoor Air Quality (2002); a more recent snapshot (i.e., not comprehensive) document—School IAQ Management Programs: Overview of State Laws (2017); a database of laws that address IAQ in schools directly or exclusively (March 2017); and profiles of innovative state programs designed to protect and improve indoor environmental quality.

## Conclusion and Next Steps

This memo aims to help the Orlando Policy Learning Lab team understand the various state law approaches to require that schools address asthma triggers. The memo provides the following: (1) a discussion of the IAQ framework through which states and the U.S. EPA address environmental asthma triggers in schools; (2) an overview of three different state law approaches to promote good IAQ in schools; and (3) a summary of Florida's efforts to address asthma triggers in schools through IAQ programs, including a local best practice in Broward County.

As a next step, the team may want to focus on looking more closely at the various states that have passed policies to improve IAQ in schools. The Environmental Law Institute's resources highlighted above serve as a starting point for that inquiry.

# Memos and Supporting Materials focused on *Root Causes of Asthma*: Chicago, *Illinois*

Key Points of Contact: Sue Ellen Schumacher–
**sueellen.schumacher@presencehealth.org**

Jess Lynch
**jessica.lynch@iphionline.org**

**Policies to Address Mold in Rental Housing in Illinois.** Provide background on the law in Illinois that addresses mold in rental housing. Lay out local policy strategies to address mold in rental housing.

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ChangeLab Solutions
Law & policy innovation for the common good.

2201 Broadway, Suite 502
Oakland, CA 94612
510.302.3380
changelabsolutions.org

# MEMORANDUM

To: c/o Jess Lynch, Program Manager, Illinois Public Health Institute, Illinois Asthma Team, Nemours Learning Labs

From: Amy Ackerman, JD, Consulting Attorney,

CC: Manel Kappagoda, JD, MPH, ChangeLab Solutions
Kate Blackburn, Senior Program & Policy Analyst Nemours

Subject: Policy strategies to address mold

Date: November 7, 2017

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You have asked a series of questions relating to local policies addressing mold, primarily in rental properties, in Chicago. While the health effects of mold exposure are known, addressing mold exposure by policy is fairly new. This memorandum provides background on the state of the law in Illinois addressing mold and addresses specific questions you raised. The content in this message is provided for information purposes only and does not constitute legal advice. ChangeLab Solutions does not enter into attorney-client relationships.

**Background – Illinois Law**

Currently, Illinois has few statutes specifically related to mold. In 2008, the Legislature passed the Mold Remediation Registration Act.[1] The Act authorized the state Department of Public Health (DPH) to adopt rules to implement a program that would require mold remediation services providers to register with the state and provide proof of financial responsibility.[2] The Act provided that any registration program implemented by the DPH would not apply to home builders or remodelers performing work on any residential structure consisting of 4 or fewer residential units under the period and terms of the written warranty of that residential structure or persons licensed in accordance with the Structural Pest Control Act.[3] To date, the DPH has not adopted any rules to implement the program.

In February 2017, a new bill was introduced in the Legislature, 2017 Illinois H.B. No. 2911.[4] This bill would require the state DPH to adopt rules to implement a registration program for mold remediation services providers and require them to meet certain requirements. The bill would also define "toxic mold" and require homeowners to disclose existence of toxic mold on the property when selling the property. The bill would also amend the state Landlord-Tenant Act to require a landlord to provide a written disclosure to prospective and current tenants of units affected by the toxic mold. In addition, it would provide that if toxic mold is discovered, a tenant of a residential property could terminate the lease without penalty or, alternatively, withhold payment of rent until the mold is remediated by a registered mold remediation service. The bill would also require that the landlord pay for the remediation. To date, the Illinois Legislature has not passed H.B. 2911.

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**What is the heath standard for mold exposure that the policy should be based on?**
There currently are no established national or state standards for mold exposure. The Environmental Protection Agency (EPA) states that "Standards or Threshold Limit Values (TLVs) for airborne concentrations of mold, or mold spores, have not been set. Currently, there are no EPA regulations or standards for airborne mold contaminants."[5] The EPA adds, that "In most cases, if visible mold growth is present, sampling is unnecessary."[6] Similarly, the Illinois DPH notes there are no standards for mold and that testing is unnecessary.[7]

For purposes of remediation, some communities have used square footage to determine when professional remediation is necessary. New York City allows regular maintenance staff to remove mold from small isolated areas of ten square feet or fewer.[8] Similarly, Washington, D.C. does not require licensed remediation professionals for the removal of mold of ten square feet of fewer.[9] The state of Texas exempts owners and landlords from using professional remediation if the mold is limited to under 25 contiguous square feet.[10]

**Any there any model codes/policies/procedures related to mold/moisture you would recommend we look to?**
Because addressing the health effects of mold through policy is a currently emerging field, no model codes or policies currently exist. State and local governments have begun addressing the issue. The main areas states and local government are addressing are policies relating to:

- The licensing and registration of mold remediation services;
- Required disclosures of mold to prospective home buyers;
- Required disclosures of mold to tenants;
- Providing protections for tenants;
- Educating property owners and tenants about mold; and
- Establishing protocols for mold remediation in public housing.

The ChangeLab Solutions publication, *Mold & Moisture in the Home: Strategies for Local & State Government* provides examples of these policies. The publication is available at: www.changelabsolutions.org/publications/mold-moisture-home.

In addition to the policies contained in the publication, both New York City (as a result of a lawsuit) and Marin County, California have established policies and procedures to ensure appropriate mold remediation in public housing.

- The New York City Housing Authority Operations and Maintenance Policy for Mold and Moisture Control in Residential Buildings is available at: www.documentcloud.org/documents/1156005-draft-of-nycha-mold-policy-handbook.html.

- The Marin Housing Authority Mold Policy and Protocol is available at: http://egovwebprod.marincounty.org/EFiles/BS/AgMn/agdocs/110419/110419-1k-HA-attach-REP.pdf.

**Who is responsible for intervening? Who pays for remediation?**
Who bears responsibility for reporting, intervening, and remediating mold is a complicated question which depends on state and local laws, the type of building in which the mold is located (residential or commercial, single family home, or rental unit), and the cause of the mold (building not built to code or building improperly maintained or a result of the tenants' activities). There are no specific provisions relating to mold in Illinois state law (other than the Mold Remediation Registration Act discussed

above). While the Illinois DPH provides information relating to mold on its website it does not provide residential inspections for mold nor does it have the authority to enforce codes that define and protect indoor air quality.[11]

Similarly, the Chicago Municipal Code does not expressly address mold. Determining responsibility for reporting or intervening and remediating mold in a landlord-tenant context depends on interpretation of existing state and local laws, as well as the facts of the particular situation, i.e. the cause of the mold. More generally, we can provide the following information:

***Intervention***

The Department of Buildings is responsible for enforcing the provisions of the building code and its rules and regulations.[12] Chicago uses a complaint-based system for enforcing the building code. If a tenant believes that mold is caused by a violation of the building code, the tenant may file a complaint with the Department, which has the authority to inspect property and require the property owner to comply with the building code.[13] State law protects the tenant from eviction by the landlord because of making a complaint.[14]

***Responsibility for Remediation***

While state and local law do not expressly address mold, both state and local law offer tenants protection from substandard housing.

- Illinois's Residential Tenants' Right to Repair Act allows tenants, under specified circumstances and following specific procedures, to obtain repairs costing up to half of a month's rent and to deduct the payment from the rent.[15] The state law also authorizes local governments to enact ordinances offering greater protections.[16]

- Chicago's Residential Landlord and Tenant Ordinance offers additional protections to tenants.[17] The Ordinance explicitly sets forth the duties of both tenants and landlords.[18] In addition, the Ordinance gives remedies to tenants for material noncompliance for the landlord's responsibility to maintain the property consistent with the municipal code and specifies an itemized list of circumstances demonstrating noncompliance with the duty to maintain the property.[19] While the list of factors demonstrating noncompliance does not specifically mention mold, it does include:

    - Failure to prevent the accumulation of stagnant water;
    - Failure to provide adequate light or ventilation as required by the municipal code;
    - Failure to maintain plumbing facilities, piping, fixtures, appurtenances and appliances in good operating condition and repair; and
    - Failure to maintain the dwelling unit and common areas in a fit and habitable condition.

  In many situations, mold would be caused by the landlord's failure to comply with these requirements. A reasonable interpretation of the Ordinance, then, would allow the tenant the specified remedies for a landlord's failure to remediate mold caused by these conditions. Under the Ordinance a tenant's remedies include allowing the tenant to terminate the lease, recover damages for the value of the violation (provided the correction is valued at no more than one-half of the monthly rent), correct the violation (after giving the landlord notice and provided that the correction is valued at no more than the monthly rent), withhold a portion of rent (after proper notice to the landlord), or seek damages or injunctive relief in court.[20]

**How to lay out a policy for determining responsibility on mold/moisture, and how is responsibility determined?**

As described above, the Chicago Residential Landlord and Tenant Ordinance offers tenants strong protections against substandard housing and likely offers protection to tenants from mold caused by a landlord's failure to maintain a building appropriately. The most efficient way to enhance protections against mold is to work within the existing Ordinance. Chicago might consider amending the Ordinance to specifically address mold by:

- Expressly requiring landlords to maintain the premises to prevent the accumulation of moisture and the growth of mold and include this requirement as a specific basis for noncompliance for which the tenant may seek remedies;
- Require landlords to respond promptly to notifications by tenants of mold or moisture accumulation;
- Require tenants to promptly notify landlords of the presence of mold or moisture accumulation;
- Require tenants to use reasonable precautions to prevent the development of mold; and
- Address relocation of tenants in circumstances where remediation requires it and the costs of the relocation.

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[1] 410 Ill. Comp. Stats. Ann. 105/1-105/99.

[2] 410 Ill. Comp. Stats. Ann. 105/20.

[3] 410 Ill. Comp. Stats. Ann. 105/25.

[4] A copy of H.B. 2911(2017) is available at: www.ilga.gov/legislation/BillStatus.asp?DocTypeID=HB&DocNum=2911&GAID=14&SessionID=91&LegID=104412

[5] Environmental Protection Agency website at: www.epa.gov/mold/mold-testing-or-sampling.

[6] *Id.*

[7] Illinois Department of Public Health website at: www.dph.illinois.gov/topics-services/environmental-health-protection/toxicology/indoor-air-quality-healthy-homes/mold-faqs.

[8] New York City Department of Health & Mental Hygiene Bureau of Environmental & Occupational Disease Epidemiology, "Guidelines on Assessment and Remediation of Fungi in Indoor Environments."

[9] 20 Dist. Colum. Muni. Reg. § 3201.2

[10] 25 Texas Admin. Code § 295.303.

[11] Illinois Department of Public Health Mold FAQs at www.dph.illinois.gov/topics-services/environmental-health-protection/toxicology/indoor-air-quality-healthy-homes/mold-faqs.

[12] Chicago, Ill. Municipal Code § 2-22-040.

[13] *Id.*

[14] 765 Ill. Comp. Stats. Anno. § 720/1.

[15] 765 Ill. Comp. Stats. Anno. § 742/5.

[16] 765 Ill. Comp. Stats. Anno. § 742/30.

[17] Chicago, Ill. Municipal Code Ch. 5-12.

[18] Chicago, Ill. Municipal Code § 5-12-040 (Tenant responsibilities); § 5-12-070 (Landlord's responsibility to maintain: The landlord shall maintain the premises in compliance with all applicable provisions of the municipal code and shall promptly make any and all repairs necessary to fulfill this obligation.")

[19] Chicago, Ill. Municipal Code § 5-12-110.

[20] *Id.*

# Healthy Housing Through Proactive Rental Inspection

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Law & policy innovation for the common good.

**DANGERS OF SUBSTANDARD HOUSING**

Mold, pests, lead exposure, and other substandard housing conditions are responsible for numerous health problems, particularly for young children, seniors, and people who already suffer from chronic illness. By one estimate, 39% of asthma cases in children under six can be traced to residential exposure to indoor air hazards. Housing-related injuries annually result in roughly four million emergency room visits and 70,000 hospital admissions. Exposure to lead paint chips and related dust are the leading cause of elevated lead levels in American children.

## WHAT IS A PROACTIVE RENTAL INSPECTION (PRI) PROGRAM AND HOW CAN IT PROMOTE HEALTH?

Substandard housing conditions can cause or exacerbate health problems, such as childhood lead poisoning, asthma and other respiratory conditions resulting from an exposure to mold and pests, and falls and other injuries, particularly to elderly residents. Most cities or counties ("localities") maintain code enforcement programs to ensure the safety and welfare of their citizens. Traditionally, these programs have been complaint-based; that is, in response to a resident complaint about a substandard housing condition, a municipal code enforcement officer conducts a housing inspection and, if the complaint is substantiated, the officer begins enforcement proceedings.

Under a PRI program, rather than wait for a complaint to inspect housing, the locality inspects all covered rental housing on a periodic basis to ensure that all rental properties are safe and habitable. Systematically inspecting all rental housing is more effective in protecting tenants' health and safety.

PRI programs are gaining traction in many communities throughout the United States. Cities such as Sacramento, St. Louis, Boston, Seattle, Los Angeles, and Boulder, have all implemented PRIs in areas that meet certain conditions. Some localities have organized county-wide PRI programs, such as Baltimore and Anne Arundel Counties in Maryland.

## WHAT ARE THE BENEFITS OF PRI PROGRAMS?

PRI programs benefit tenants by ensuring that all rental housing is inspected without requiring tenants to make complaints. Vulnerable tenants, including low-income residents, the elderly, and non-English speaking immigrants, may live in the worst housing, but often don't make complaints about it. These tenants might not know about existing tenants' rights protections or have difficulty navigating the enforcement code system. They also may fear that complaining will lead to increased rent or their eviction.

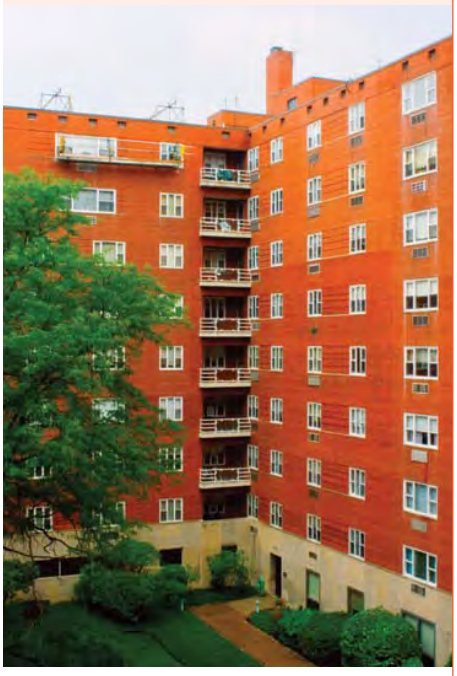
Neighborhoods, entire localities, and even landlords also benefit from PHI programs. By alerting landlords to problems before they become severe, and motivating them to perform preventative maintenance on their properties, periodic inspections save landlords the often-far-greater expense of deferred maintenance. PRI programs benefit surrounding neighborhoods and the broader community by ensuring that properties don't become blighted, so that property values are maintained and available housing stock is preserved. Maintaining property value preserves the local tax base.

**PRI PROGRAMS BY THE NUMBERS**

Between the establishment of Los Angeles's Systematic Code Enforcement Program in 1998 and 2005, "more than 90 percent of the city's multifamily housing stock [was] inspected and more than one and half million habitability violations [were] corrected. The result [was] an estimated $1.3 billion re-investment by owners in the city's existing housing stock."[1]

Between 2008 and 2013, under Sacramento's Rental Housing Inspection Program, housing and dangerous building cases were reduced by 22 percent.[2]

According to a study of PRI programs in five North Carolina cities, the City of Greensboro alone brought more than 8,700 rental properties up to minimum standards in four years under its proactive rental inspection program (RUCO).[3,4]



## WHAT ARE THE KEY ELEMENTS OF A PRI PROGRAM?

PRI programs vary according to the types of rental housing in a locality, the needs of the particular locality, the availability of resources, and (to an extent) state law. PRI programs typically share these key elements:

- **Registration of rental properties.** In order to know what rental properties exist and who owns them, most programs require property owners to register their rental properties or obtain a certificate or license in order to rent housing units.
- **Regularly scheduled inspections.** All rental properties subject to the program are inspected on a periodic basis, generally once every two to five years. As an incentive to landlords, many programs allow less frequent inspections or self-certification once a property owner establishes a record of code compliance.
- **Enforcement**. If a property fails inspection, the locality initiates enforcement measures.

## WHAT TYPE OF RENTAL HOUSING IS INCLUDED?

Localities determine the type of housing to include in PRI program based on the most pressing needs in the community and the availability of resources for inspection and enforcement. Some localities target neighborhoods where housing code violations have occurred frequently in the past or neighborhoods with a lot of rental properties. Other PRI programs focus on specific types of properties, such as multi-unit housing complexes. Most programs exempt certain types of properties from inspection, such as owner-occupied properties, government-regulated or subsidized housing, or newly constructed housing.

## WHAT ARE THE CHALLENGES OF PRI PROGRAMS?

Transitioning from a complaint-based to a PRI program can present challenges, but with careful planning, a community can manage the change successfully. Many stakeholders in the community — not just landlords — may feel that their interests could be impacted by a change in rental housing inspection policy. Therefore, when designing a PRI program, it is critical to invite input from all community stakeholders, including landlords, tenants, community-based organizations, tenants' rights organizations, and local government officials. In addition, successful PRI programs educate landlords and tenants about their rights and obligations and provide written materials and checklists for tenants and landlords on applicable housing code provisions.

While tenants will ultimately reap many of the benefits of PRI programs, they may initially feel threatened by these inspections. In order to help educate tenants and landlords about rental housing inspections and allay their concerns, some localities have involved community members and nonprofit organizations in the implementation of their programs. In addition, localities provide training to code enforcement officers to ensure that they are prepared to conduct inspections in a culturally sensitive manner; be attentive to the special concerns of particular groups (e.g., seniors, undocumented persons); and employ effective strategies to overcome language and other communication barriers. In particular, having multilingual inspectors and support staff ensures that all tenants are able to communicate effectively throughout the inspection process.

Finally, in extraordinary cases, when an inspection determines that particular rental units are uninhabitable, tenants might be displaced after an inspection. Funded tenant relocation programs can help ease displacement and help low-income tenants avoid homelessness, if the landlord is unable to provide alternative housing for tenants while repairs are being completed.

## HOW CAN LOCALITIES FUND PRI PROGRAMS?

PRI programs are generally funded through fees. Localities commonly charge registration, program, and licensing or certificate fees to cover the costs of maintaining a proactive rental inspection program. Many communities also support code enforcement programs through Community Development Block Grant funding.

## WHERE CAN I GET MORE INFORMATION?

For more information, see ChangeLab Solutions' *A Guide to Proactive Rental Inspection Programs*, which provides a detailed overview of the elements involved with designing and implementing a PRI program. The guide includes in-depth discussion of the benefits and challenges of proactive rental inspection, strategies for meeting the challenges, and examples of PRI programs from around the country. If you're ready to take action, ChangeLab Solutions has developed model language for establishing a PRI program. The language in our *Model Proactive Rental Inspection Ordinance* offers a variety of policy options that can be tailored to the specific goals and needs of your community.

[1] Harvard Kennedy School, ASH Center for Democratic Governance and Innovation, Systematic Code Enforcement Program. Available at *www.innovations.harvard.edu/awards.html?id=7497*

[2] Report to Council, City Council of Sacramento, Ordinance Revisions to City Code Chapter 8.120 Relating to the Rental Housing Inspection Program. May 28, 2013. Available at: *http://sacramento.granicus.com/MetaViewer.php?view_id=22&clip_id=3277&meta_id=399614*

[3] Carol C. Hickey, "Ensuring Housing Quality: Proactive Minimum Housing Code Inspections of Rental Properties in North Carolina Cities 3." Master's thesis, University of North Carolina at Chapel Hill. Apr. 4, 2008. Available at *http://ghc.illkd.com/wp-content/uploads/2008/04/enhancinghousingquality.pdf*

[4] The state of North Carolina passed legislation in 2011 barring, or preempting, many forms of local periodic rental inspection ordinances, so while the North Carolina programs provide valuable data they are not currently active. See, e.g. CT Mulligan, "New Periodic Inspections Law Brings New Requirements and Legal Risks." North Carolina Bar Association. *The Public Servant:* 2012. February 14, 2012. Available at *http://governmentandpublicsector.ncbar.org/newsletters/publicservantfebruary2012/periodicinspectionslaw*; North Carolina Session Law 2011-281 (S 683). Available at *www.ncga.state.nc.us/Sessions/2011/Bills/Senate/PDF/S683v0.pdf*

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Support for this document was provided by a grant from the Kresge Foundation.

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# A Guide to Proactive Rental Inspection Programs

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Law & policy innovation for the common good.

## ACKNOWLEDGMENTS

Written by Amy Ackerman (Consulting Attorney), with additional writing support from Linda Galbreth (Senior Staff Attorney and Program Director) and Anne Pearson (Vice President for Programs). All affiliated with ChangeLab Solutions.

Reviewed by Emile Jorgensen (Childhood Lead Poisoning Prevention Program at the Chicago Department of Public Health), Jane Malone (National Center for Healthy Housing), Lindsay Norris Brown (Alameda County Healthy Homes Department), and Nicole Thomsen (Environmental Health Services Division, Public Health – Seattle & King County).

Additional research and support by Meliah Schultzman (Staff Attorney), Rebecca Johnson (Policy Analyst), Lindsey Zwicker (Law Fellow), Sonya Rifkin (Policy Fellow), and Evan Sznol (Law Intern). All affiliated with ChangeLab Solutions.

Support for this document was provided by a grant from the Kresge Foundation.

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### SUBSTANDARD HOUSING AND HEALTH

Substandard housing conditions pose an acute risk to young children, seniors, and people with chronic illnesses.[1, 2, 3] Nationwide, more than 23 million people have asthma; it is the most common chronic ailment among children in the United States.[4, 5] By one estimate, 39% of asthma cases in children under 6 can be traced to residential exposure to indoor air hazards.[6] Housing-related injuries result in roughly 4 million emergency room visits and 70,000 hospital admissions.[7] Nationwide, in 2000, there were an estimated 1.8 million falls leading to emergency room visits among those age 65 and older; the majority of falls take place within the home.[8] Exposure to lead paint chips and related dust are the leading cause of elevated lead levels in children in the U.S.[9]

# INTRODUCTION

Substandard conditions in the home are responsible for a wide array of significant health problems, such as childhood lead poisoning; exacerbated asthma and respiratory conditions that result from exposure to mold, pests, and other household allergens; and increased rates of injury and mortality among the elderly. As rental housing is more likely to be substandard than owner-occupied housing, tenants are at higher-than-average risk. Local governments can play a critical role in improving resident health by implementing programs to improve the quality of their housing stock.

Most localities maintain code enforcement programs to ensure the safety and welfare of their citizens. Traditionally, these programs have been complaint-based; that is, in response to a resident complaint about a substandard housing condition, a municipal code enforcement officer will conduct a housing inspection and, if the complaint is substantiated, the officer will begin enforcement proceedings.

Proactive rental inspection (PRI) programs are different. Under a PRI program, most covered rental units are inspected on a periodic basis to ensure that they are safe and habitable, and that property values are maintained. Typically, inspections take place at designated intervals, though they may also be triggered by an event, such as a change in tenancy. While the hallmark of proactive rental inspection programs is that inspections are not complaint-based, localities with proactive rental inspection programs generally conduct complaint-based inspections too.

This guide:

1. describes the advantages of proactive rental inspection programs;
2. details the components of PRI programs and provides an overview of options for program design;
3. examines challenges that may arise in implementing PRI; and
4. suggests broader strategies for success when adopting a PRI program.

### LOCALITIES: TOWNS, CITIES, COUNTIES AND OTHER FORMS OF LOCAL GOVERNMENT

Throughout this document, the term "localities" refers to towns, cities, counties, and other forms of local government. State and local law will determine which local governmental body governs relevant code enforcement activities.

**PRI BY ANY OTHER NAME...**

Proactive rental inspection (PRI) programs may go by any number of names. For example, they may be referred to as "systematic code enforcement," "periodic code enforcement," "rental housing inspection," or "rental registration and licensing." It is the regular, mandatory nature of inspections that differentiates these types of programs from complaint-based rental housing inspection programs.

**REDUCING COMPLAINT-BASED INSPECTIONS**

According to the author of a study examining North Carolina proactive rental inspection programs, "[t]he number of complaints a city receives about substandard housing is an important measure of program effectiveness. If inspections programs result in code compliance, a city should receive fewer complaints. Greensboro's program began in 2004 . . . after a high of 1,427 housing complaints in 2005, the number of complaints fell by 61 percent to 871 in 2007."[10] In the city of Asheville (which was also included in the study), the number of complaints between 2001 and 2003 fell from 227 to 60.[11] After the program was discontinued, the number of complaints increased again, reaching 189 in 2007.[12]

# ADVANTAGES OF PROACTIVE RENTAL INSPECTION (PRI) PROGRAMS

In many instances, PRI programs may be more effective than complaint-based programs in ensuring safe and healthy housing, preserving housing stock, protecting vulnerable tenants, and maintaining neighborhood property values.

## PRI Programs Preserve Safe and Healthy Rental Housing

By relieving tenants of the burden of having to force reticent landlords to make needed repairs, systematic inspections can help ensure that a locality's rental housing stock is maintained and that residents live in healthy conditions.

Between the establishment of Los Angeles's Systematic Code Enforcement Program (SCEP) in 1998 and 2005, "more than 90 percent of the city's multifamily housing stock [was] inspected and more than one and half million habitability violations [were] corrected. The result [was] an estimated $1.3 billion re-investment by owners in the city's existing housing stock."[13]

For example, between 2008 and 2013, under Sacramento's Rental Housing Inspection Program, housing and dangerous building cases were reduced by 22 percent.[14]

According to a study of PRI programs in five North Carolina cities, the City of Greensboro alone brought more than 8,700 rental properties up to minimum standards in four years under its proactive rental inspection program (RUCO).[15, 16, 17]

In addition, by ensuring that landlords are aware of poor conditions before they worsen, systematic code enforcement encourages preventative maintenance, which is more cost effective than deferred maintenance, and thereby helps landlords to maintain their properties.[18]

## PRI Programs Help Protect the Most Vulnerable Tenants

Often, the most vulnerable tenants don't complain.[19, 20, 21, 22] Some tenants are unaware that they have a right to safe and habitable housing. They may not know about existing tenant protections or code enforcement programs. Or they may have language barriers or disabilities that make it difficult to navigate the code enforcement system. Many tenants may be afraid to complain about their housing for fear of increased rent or landlord retaliation (such as eviction). Residents may be undocumented or have limited income that hampers their ability to move.

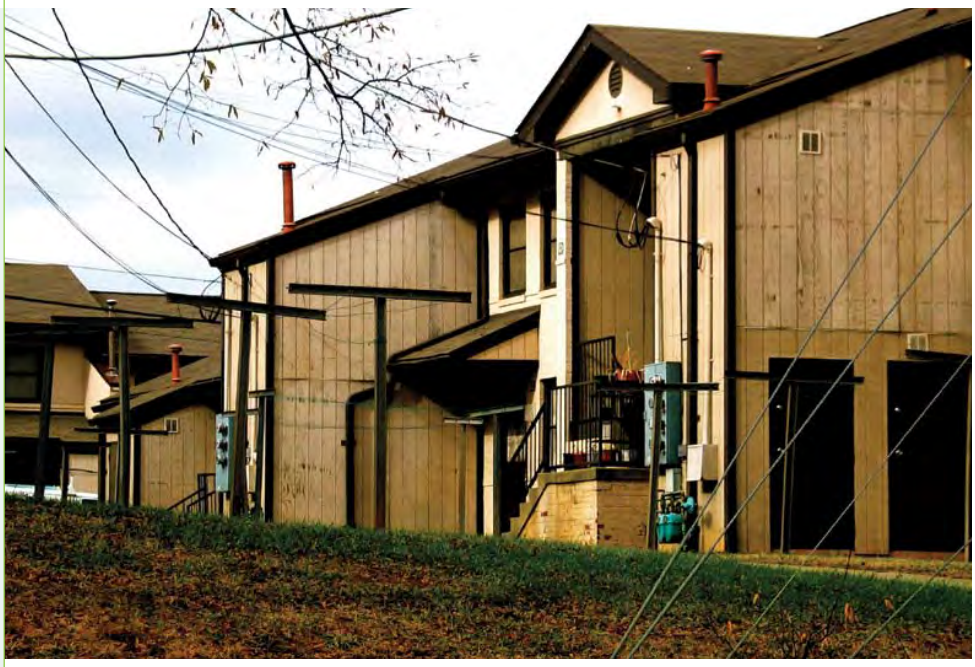
As a result of these barriers, the housing inhabited by the most vulnerable populations, which is frequently the worst housing, is often the most likely to fall through the cracks of a complaint-based code enforcement system. In 2009, Linda Argo, the Director of the Department of Consumer and Regulatory Affairs (DCRA) for the District of Columbia, testified before the D.C. City Council about the need for their proactive rental inspection

### PROTECTING TENANTS FROM RETALIATORY ACTIONS

Most states have laws that protect tenants from landlord retaliation when they submit complaints regarding housing safety. California law, for example, prohibits a landlord from retaliating against a tenant for complaining to an appropriate agency about the habitability of a rental unit.[23] The law prohibits retaliatory rent increases, service decreases, eviction, or threats of such.[24] In some states, localities include protections within their local laws.

However, even when tenants have legal protections, they may be hindered from asserting these protections due to limited resources and insufficient availability of affordable or free legal services for low-income tenants.[25]

Proactive PRI programs may help to reduce tenant fear of landlord retaliation, as well as actual retaliation, since the inspections and compliance actions are prompted by a municipal program rather than by tenant complaints.



program. She explained, "[i]t's quite clear that a complaint-based system is no longer sufficient if we want to maintain safe housing conditions for all residents, especially our most vulnerable – the poor, the elderly, the non-English speakers."[26] She noted that "[f]or the vast majority of properties named in the slumlord lawsuits [initiated by the Attorney General], DCRA had not received any recent complaints from residents of those buildings. And for the worst of the properties, we never received a single complaint."[27]

## PRI Programs May Preserve Neighborhood Property Values (and a Locality's Property Tax Base)

One of the lessons localities have drawn from the foreclosure crisis is that it is crucial to prevent concentration of blighted properties, in part because poorly maintained, substandard housing can have a negative effect on neighboring property values. By addressing housing conditions proactively, and by quickly identifying and targeting exterior substandard conditions alongside interior code violations, proactive rental inspection programs can ensure that properties don't become blighted, thereby preserving property values. From a financial standpoint, this benefits landlords and homeowners. Maintaining neighborhood property values also benefits the entire locality because it preserves the local tax base.

### STATE LAW, PREEMPTION AND PROACTIVE RENTAL INSPECTIONS

Code enforcement is an exercise of a government's "police power." Police power is the inherent power of government to act to protect the health, safety, and welfare of its citizens. The extent of the police power that a locality may exercise is dependent on its state constitutional or statutory law.

In a few states, the law may establish that code enforcement is administered by the state.[28] In most states, however, code enforcement occurs at the city or county level. In some states, state law expressly authorizes localities to establish a code enforcement program. In other states, the state constitution or state law may give localities broad "home rule" power – the authority to enact laws, such as a proactive rental inspection program – without a specific delegation of power from the legislature.

State legislatures can also preempt the authority of localities to enact proactive rental inspection programs by enacting state laws that override or limit a locality's authority to establish a program. Some states, including Arizona, Georgia, North Carolina, and Tennessee, prohibit or significantly restrict systematic interior inspections of rental units.[29] Greensboro, North Carolina had a successful proactive rental inspection program until the legislature preempted the city's authority to operate that program.[30, 31]

It is important to review your state law to determine if the authority to start a PRI program resides with your locality or with your state.

## UNDERSTANDING PRI PROGRAMS

There is no standard PRI program. Programs vary according to the types of rental housing in a locality, the needs of the particular locality, the availability of resources, and (to an extent) state law. This guide provides an overview of the key components of PRI programs and the different ways localities have implemented them.

Though details vary, PRI programs typically share a basic program structure:

- **Registration.** The locality requires property owners to register their rental properties or to obtain a certificate or license in order to rent housing units.
- **Periodic Inspections.** The locality requires periodic inspections of all covered rental properties. Inspections occur on a periodic basis, usually every few years, to ensure that the housing is adequately maintained.
- **Enforcement.** If a property fails inspection, the locality initiates enforcement measures.

## Types of Rental Housing Included Within the Program

A locality must also decide on the types of rental housing to include in its program. The types of housing included are usually determined by the most pressing needs in the community and by the availability of resources for inspection and enforcement.

**Practice Tip**

Phasing in the initial inspections over time or targeting particular neighborhoods can help to ease the transition from a complaint-based program to a systematic one.[32]

### Targeting Particular Neighborhoods

Some localities, particularly when first initiating a rental housing inspection program, target particular neighborhoods or areas. This can enable a locality to focus limited resources where they are most needed.

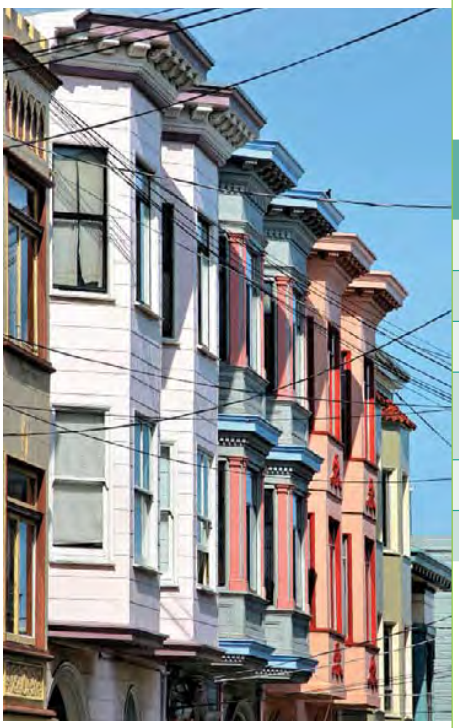
Sacramento, for example, piloted a rental housing inspection program by targeting two neighborhoods, each of which contained a large number of rental properties with a high incidence of dangerous building cases, code enforcement cases, and police and fire calls for service.[34] The program was successful and, in 2008, Sacramento expanded the program citywide.[35]

Similarly, Kansas City, MO expanded its program incrementally, implementing the program initially in areas where 30 percent or more of the housing units were rentals, the housing inventory was basically sound but exhibited substantial deterioration, and neighborhood residents had expressed interest in a systematic housing inspection program.[36]

Beginning in 1986, St. Louis required a certificate of inspection with each change in tenancy in certain housing conservation districts.[37, 38] This policy was expanded to cover the entire city in 2012 because it had proven successful in sustaining and improving the quality of residential housing, and city officials determined that it could be helpful in enforcing minimum housing standards and securing the health and safety of all St. Louis residents.[39]

**PHASING IN PRI PROGRAMS**

A PRI program requires a substantial initial investment of time and resources. An early audit of Los Angeles' program found that the goal of inspecting every multi-unit rental property every three years was not achievable at first because of backlogs and the length of time inspections took. The auditor recommended several strategies, including inspecting the oldest properties first, conducting initial drive-by exterior reviews, focusing on properties with histories of complaints and/or non-compliant owners/tenants, and establishing staggered review schedules from three to five or more years based on selected criteria (e.g., rent, location, history).[33]



### Targeting Properties Based on Number of Units

Localities often limit a program's scope to properties that contain a specified minimum number of units.

| LOCALITY | Rental Properties Covered by PRI, By # of Units on the Property |
|---|---|
| Seattle, WA | 1 or more units |
| Los Angeles, CA | 2 or more units |
| Washington, DC | 3 or more units |
| San Francisco, CA (exterior inspection) | 3 or more units (and hotels with 6 or more units) |
| Grand Rapids, MI | 1 or more units |
| Santa Cruz, CA | 1 or more units |

**Multi-unit properties:** Most programs cover multi-unit rental properties, but some programs restrict that coverage to properties with a certain number of units. Los Angeles's Systematic Code Enforcement Program applies to residential properties with two or more units, so long as at least one of those units is rented or offered for rent.[44] Washington DC's proactive inspection program applies to all multi-family rental properties with more than three units.[45] San Francisco conducts periodic inspections of the exterior and common areas of residential buildings with three or more dwelling units and hotels consisting of six or more guest rooms.[46] In contrast, Seattle's registration and inspection provisions apply to rental housing properties irrespective of size or number of units.[47]

**Single-family homes:** Some PRI programs cover single-family homes. Recently, Grand Rapids expanded its registration and inspection program for multi-family properties to include single-family rental housing and abandoned and vacant residential properties.[48] Reporting that the number of families living in single-family rental units increased from 4,568 to 7,771 between 2006 and 2009, the working group recommended adding single-family rental units in order to: (1) ensure that substandard housing did not disproportionately impact families with children; (2) increase market equity for all investment property owners by promoting consistent code compliance across all types of rental housing; and (3) ensure a standard of quality and affordability for all rental units, particularly in the central city, to promote urban neighborhoods.[49] Santa Cruz, a college town where single-family homes are often rented to groups of students, also includes single-family rental homes within its program.[50]

### Other Commonly-Exempted Units

Localities have also adopted a variety of other ways to focus their rental inspection resources.

**Owner-occupied:** Several localities exempt buildings if the property owner lives in one of the units.[51] Boston, for example, exempts buildings of six or fewer units if the owner occupies one of the units.[52] The rationale for this exemption is that buildings where the landowner resides are likely to be adequately maintained.

**Practice Tip**

When targeting neighborhoods, a locality should use criteria that pertain to the quality of housing and/or the need for inspection, such as those criteria employed by Sacramento and Kansas City, MO, as described above. Classifications or targeting based on the race, color, religion, sex, familial status, national origin, or disability status of residents may result in discrimination claims.[40, 41, 42, 43]

**Government regulated or subsidized:** Many localities, including Boston and Seattle, exempt federal, state, or locality-owned or managed buildings, as well as Section Eight and other subsidized housing, because these housing categories are subject to other inspection requirements.[54] Should the frequency of these other mandated inspections be reduced,[55, 56] it may be advisable to extend municipal rental inspection programs to cover these properties.

**New-construction:** Some localities exempt newly-built housing, as it is presumed to be in good condition. In Santa Cruz, for example, housing built within the preceding five years is exempt from the inspection program.[57]

**Hotels and motels:** Non-residential hotels, motels, and other transient housing are also commonly exempted from rental housing inspection ordinances.[58, 59] However, given that vulnerable tenants may live in these types of properties on a long-term basis, it may be important to include them in municipal periodic rental inspection programs if no other standards are applied to ensure that they remain in habitable condition.

## Registration and Licensing of Rental Property

### Rental Registration

In order to implement a PRI program, a locality needs to know what rental properties exist and who owns them.[60] To determine this, many localities require owners to register their rental properties or units.

Registration requirements are common in systematic rental housing inspection programs, but can also be implemented independently, or in conjunction with other city administrative functions such as business licensing.

In addition to informing a locality of the location of rental housing, information gathered during registration may help a locality to inventory its rental housing stock, which can be valuable for planning purposes. For example, registration and licensing can allow municipal housing, commerce, and planning agencies to monitor fluctuations in the number of rental units over time, which may help them plan for growth or reduction, or manage situations like the foreclosure crisis.

**Frequency of renewal:** Localities vary in how frequently they require registration renewal. For example, Kansas City, MO requires annual registration.[61] Some localities require registration to be updated when there is a change in ownership, in addition to or in place of renewal on a fixed term basis.

**Registration fees:** Many localities charge fees for property registration (detailed in a later section). Some localities do not charge a fee, but a failure to register may result in significant enforcement fees.[62]

### Rental Licensing

In lieu of a registration requirement, some localities require property owners to obtain a license before renting a housing unit. To ensure the habitability of rental units prior to tenant occupancy, localities may require an inspection as a prerequisite to a license.

**VACANT PROPERTY REGISTRATION**

Some localities, such as Grand Rapids, require owners to register all rental property – including vacant and abandoned properties.[53] Requiring the registration of vacant and abandoned property can help prevent blight in neighborhoods, especially in localities with high foreclosure or vacancy rates.

**Practice Tip**

In the PRI context, the terms license and registration may be used interchangeably from one locality to the next. Sometimes municipal rental housing registration requirements are standalone – not tied to additional regulatory schemes – and primarily serve the purpose of allowing a locality to index and gather information about its rental properties. In other instances, municipal rental housing registration requirements are the same as license requirements and are part of a locality's rental housing inspection program. Some municipal PRI programs use the term "certificate of compliance" or "certificate of occupancy" in lieu of the term "license."

Therefore, it is important to look beyond PRI program titles and terminology to understand the actual design and function of a program.

Examples of communities that use a licensing approach are Boulder, CO and Baltimore County, MD.[63]

Ann Arbor prohibits occupancy of a dwelling unless it has a valid certificate of compliance. After a property has been inspected and is determined to be in conformance with the code, the property owner is responsible for applying for the certificate of compliance.[64] Ann Arbor also has provisions for the issuance of a temporary certificate of compliance if, due to inspection service scheduling difficulties, an inspection cannot be conducted prior to the expiration of a current certificate.[65]

In Washington, D.C., to obtain a license to operate a housing business, an owner must allow an inspection of the property to determine that it is in compliance with all applicable building and housing laws and regulations.[66]

Similarly, Boulder utilizes a licensing scheme to ensure compliance with the city's property maintenance code prior to occupancy.[67] Boulder has provided that in cases where an inspection uncovers deficiencies that cannot be corrected prior to occupancy, the owner or operator may apply for a temporary license, which is issued for a limited time if the number and severity of violations does not constitute an imminent health and safety hazard to the public or to occupants.[68]

## Frequency of Periodic Inspections

Whether in conjunction with a registration system or a licensing requirement, the defining characteristic of PRI programs is routine inspection of rental housing. As described above, some localities require an inspection as a prerequisite to initial registration, licensing, or occupancy. Many PRI programs also require additional periodic inspections. The frequency with which localities elect to conduct these inspections is often heavily dependent on the extent of a locality's resources. In addition to periodic inspections, certain events may trigger, accelerate, or decelerate inspections.

| LOCALITY | FREQUENCY OF INSPECTION |
|---|---|
| Los Angeles, CA | Every 3 years |
| Baltimore County, MD | Every 3 years |
| Boulder, CO | At registration.<br>At renewal of license, which is required every 4 years.<br>Upon transfer of ownership. |
| Ann Arbor, MI | Not more than 2.5 years |
| Kansas City, MO | Every 2 to 4 years, depending on compliance |
| Grand Rapids, MI | Every 2, 4 or 6 years, depending on compliance |
| Boston, MA | Every 5 years for most properties.<br>Rental units belonging to chronic offender landlords inspected every three years.<br>Problem properties inspected annually. |

### Periodic Inspections on a Fixed Basis

Many PRI programs require inspections on a cyclical basis, usually every few years. Baltimore County and Los Angeles require an inspection every three years.[70] Boulder requires an inspection at registration, upon renewal of a rental license – generally every four years – or upon transfer of ownership.[71] Ann Arbor specifies that the period between inspections shall be no longer than 2.5 years.[72]

**Practice Tip**

While a systematic rental housing inspection program may require inspections on a fixed cycle, the actual timeline on which municipal inspectors are able to work their way through inspections of covered housing may, in some cases, be longer.[69]

### Inspection Frequency Based on Prior Compliance

A number of localities set a baseline standard for the frequency of inspections and then allow for deviation from that standard based on a property's record of compliance. Several localities require less frequent inspections once a property owner establishes a record of compliance. In Kansas City, MO, for example, certificates of compliance are valid for two years; however, owners may be issued certificates for up to four years if there have been no violations since the last date of certification.[73]

Grand Rapids conducts inspections when owners apply for a certificate of compliance, which is a prerequisite for occupancy.[74] The certificate is valid for two, four, or six years, depending on the record of compliance, the presence or absence of violations, and the degree of compliance with the program's registration and fee requirements.[75] Grand Rapids will issue a six-year certificate if: the property has no violations and has not changed ownership since its last certification; the owner applies for an inspection and re-registers the property on time; and there are no outstanding fees, taxes, or assessments against the property.[76] A four-year certificate is issued if the owner applies for an inspection and re-registers the property on time, and the property is brought into compliance with the code prior to expiration of the current certificate or within the timeframe specified on any notice of violation.[77] In other cases, Grand Rapids will issue a two-year certificate.[78]

Boston requires that properties covered by its program are inspected at least once every five years, but it also has mechanisms to target bad actors and problem properties for more frequent inspection.[79] For example, in Boston, owners of problem properties – those which have received four or more sustained complaints for noise; or complaints for noxious, noisome, or unsanitary conditions; or police calls for arrestable offenses – must annually request an inspection from the city, and develop a management plan to remediate the property's persistent substandard conditions.[80] Additionally, Boston operates a chronic offender point system which tracks violations and assigns them a point value. Owners who have accrued a certain number of points are classified as chronic offenders and must request an inspection of each rental unit once every three years.[81]

### Self-Certification

A number of localities allow property owners to "graduate" into self-certification programs if they have established a record of passing inspections with no violations. Self-certification programs can give localities a way to allocate their limited resources to properties most in need of inspections. It can also serve as an incentive for property owners to ensure that their property complies with all applicable codes.

For example, in Sacramento, all rental housing properties are subject to routine periodic inspection by the city.[84] Rental housing property may be placed in the self-certification program if: (1) the inspector has found no violations, or all violations identified in the initial inspection were abated within 30 days; (2) the property owner and local contact representative are in compliance with all of the provisions in the housing code; and (3) the property owner is not delinquent on any payments to the city of fees, penalties, or taxes.[85] Under Sacramento's self-certification program, property owners are responsible – annually and upon a change in tenancy – for inspecting their housing units, making repairs necessary to comply with the housing code, completing a self-certification form for each unit, and providing a copy of this form to the occupants of the respective units.[86] Rental units included within the self-certification program are still subject to random inspections.[87] Properties in the program receive a discount on the Rental Inspection Housing Program fee.[88]

Rental property owners in Santa Cruz can request to participate in the self-certification program if the property is well-maintained and has had no code violations in the preceding three years.[89] In order to remain in the program, owners must annually self-certify each residential dwelling unit and pay an annual self-certification fee.[90] While the city will generally inspect other units annually,[91] participants in the self-certification program are subject to a reduced inspection cycle: twenty percent of the units on each property (or at least one unit on smaller properties) are inspected not more than once every five years, so long as the property does not deteriorate to the point of no longer meeting eligibility standards for the self-certification program.[92]

**Practice Tip**

Programs that only conduct inspections during vacancies will overlook units in poor shape, fail to discover conditions that residents might point out, and offer little protection to long-term tenants. In addition, because there is no tenant to verify that needed repairs are made, the locality may need to spend additional resources checking to make sure that property owners comply with repair orders, or repairs may not even be made.

Boston's program originally provided for inspection upon change in tenancy and depended on owners to report turnover to the city.[82] Notably, under that program, 98 percent of the city's 20,000-plus inspections were the result of tenant complaints rather than reported turnovers. Boston revised its program in 2012 to address this issue, adding regular inspections to all non-exempt rental properties.[83]

### Vacancy Inspections

Some localities require inspections only when a unit is vacated due to a change in tenancy.[93] Inspections and repairs may be easier to conduct and less disruptive when a tenant is not present. In addition, by conducting repairs before a tenancy begins, a rental housing inspection program can help protect future tenants from being exposed to dangerous conditions, such as deteriorating lead-based paint or fire hazards.

## Notice of Inspection and Entry of Occupied Units

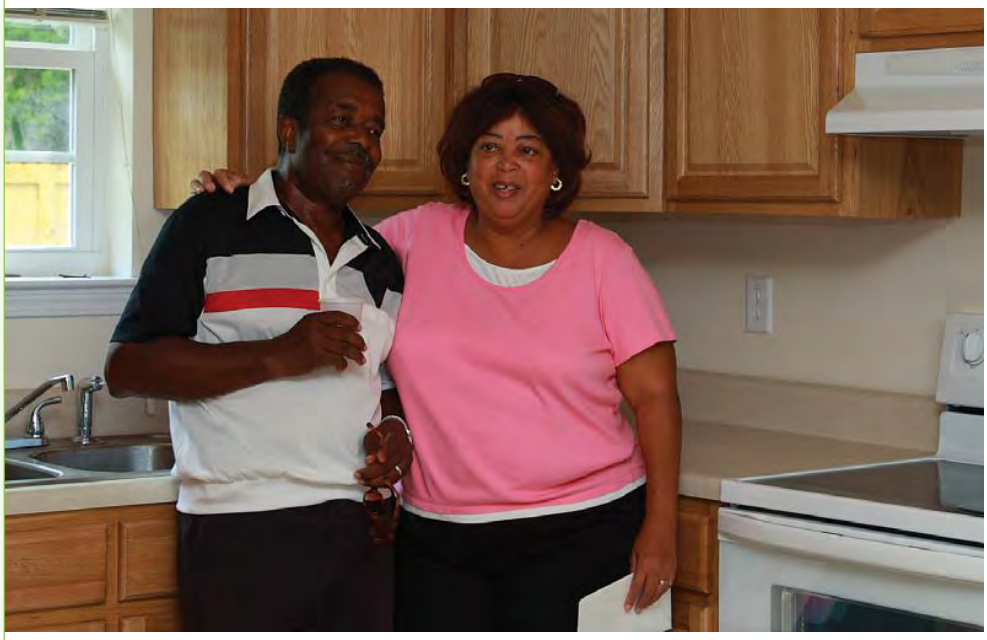
### Notice of Inspection

Unlike most complaint-based inspections, proactive rental inspections are undertaken without a request from the occupant. As a result, notice of a pending inspection serves an array of critical functions. By informing tenants about the purpose and process of inspections, notice can allay tenant fears, prepare tenants for a stranger to arrive at door, and encourage tenants to permit entry. Giving tenants notice of the scheduled date and time of an inspection can also increase the likelihood that a tenant will be home and available to permit the inspector to enter. Notice also provides localities with an opportunity to educate tenants and landlords about their rights and duties under the law. Finally, notice can alleviate some privacy concerns that residents may have by giving them the opportunity to, in advance of inspections, store personal items that are unrelated to code enforcement.

**Practice Tip**

Notices should be clearly worded and provided in a manner that takes into account language and other communication barriers.[94]

In developing notices and other materials to support a periodic rental inspection program, it is important to look at local government policies for guidance on language access. Depending on the applicable federal, state, and local laws, translation of the notice into commonly spoken languages may not only be a best practice, it may be a requirement.



Some programs notify property owners and rely on them to give notice to tenants.[96] However, the critical goals of notice are better served by providing notice directly to tenants as well; in the cases where housing inspection is most needed to address egregious code violations, landlords may be least likely to communicate notice to tenants. Programs provide notice to tenants by mail, posting notice at the property, or both.[97, 98, 99]

### LANDLORD ENTRY

States often have laws defining the reasons for which a landlord may enter a rental property, and the amount of notice a landlord must provide to a tenant before entry. Whether rental housing inspection is a permissible reason for entry depends on state and local law, and this should be considered in designing a proactive rental inspection program.

In addition to the legal question, there are also practical considerations that may impact whether a PRI program encourages or requires landlord presence at inspections. Tenants may be intimidated and not feel comfortable talking openly with an inspector in the presence of the property owner or manager.[95] This dynamic may reduce the ability of the code inspector to effectively identify substandard living conditions.

#### Tenant Consent to Inspector Entry

Under the 4th Amendment to the U.S. Constitution, tenants have the right to be secure in their homes against unreasonable searches. At the same time, state and local police power authorize laws that are reasonably related to the public health, safety, and welfare of residents. The U.S. Supreme Court has recognized that local inspection powers are of "indispensable importance to the maintenance of community health."[100] There is a strong government interest in preventing "even the unintentional development of conditions which are hazardous to public health and safety."[101]

A government agent's entry into a private home without the tenant's consent is presumed to be unreasonable, unless there are emergency circumstances or a warrant to justify the intrusion.[102] Therefore, an inspector must have affirmative consent from the resident prior to or at the time of the inspection. Programs may allow inspectors to obtain tenant consent for entry at the time of the inspection[103] or through a pre-inspection consent form.[104]

Under a complaint-based inspection program, where the inspection is generally requested by a tenant, securing permission is typically very straightforward. However, under a PRI program, it may be more complicated for inspectors to get consent to enter from the tenant, for a variety of reasons. For example, a tenant may be wary of government inspectors, have privacy concerns, or even not understand why an inspector has come to the residence. Moreover, the tenant may not be able to be present at the time of an inspection due to work or other obligations.

**Practice Tip**

Education and outreach by municipal and community groups, discussed later, is often an effective strategy for gaining tenant trust and cooperation.

**MUNICIPAL INSPECTORS OR APPROVED PRIVATE INSPECTORS**

PRI programs may deploy municipal inspection employees or contractors, or allow licensed third-party inspectors. Many programs, including those in Los Angeles, Fort Worth, and Sacramento, use municipal inspectors. Other localities, including Boulder and Baltimore, require property owners to contract with a licensed home inspector.[105] In Boston and Seattle, property owners may use public inspectors or authorized private inspectors.[106]

These differing practices may proceed from state law, historical practice, or a political or economic decision by a locality not to hire additional municipal employees. For example, in Washington, the state supreme court examined the rental inspection program of the City of Pasco, under which (1) landlords could choose from a range of public or private inspectors and (2) landlords did not need to furnish the city with details of the inspection report – only a certification of compliance based upon inspection.[107] The court found that this program did not constitute "state action" or violate state or constitutional protections against unreasonable search. This ruling has affected how other Washington cities have designed their rental inspection programs.

While tenants often give consent to the inspector to enter, a tenant may deny consent for any of the reasons mentioned above. Where necessary, PRI ordinances may empower the locality to seek an administrative inspection warrant from a court of competent jurisdiction.[108, 109, 110]

## Scope of Inspection

PRI programs must designate whether inspections will include: (1) exteriors of buildings; (2) interior common areas; and/or (3) individual units in a building.

### Exterior Inspections

Many programs include exterior inspection, while some focus *exclusively* on exterior buildings, yards, and, sometimes, common areas of buildings. Exterior inspections can help to identify nuisances and blighted property, and prevent crime and fires. Analysis of data from the American Housing Survey, conducted by the Census Bureau for the U.S. Department of Housing and Urban Development, has found that exterior and interior conditions are related: the greater the number of certain exterior problems, the more likely that housing has associated interior problems. For example, a sagging roof portends interior problems with pests and moisture.[111] However, an exterior inspection alone cannot identify unsafe and substandard conditions, such as electrical, plumbing, and structural problems, that reside within the rental unit or the building's stairs, hallways, and other common areas.[112, 113]

Kansas City, Missouri's program conducts inspections of exteriors of buildings, accessory buildings, and yards; in multi-unit buildings, it also conducts inspections of common areas. It only inspects the interior of units that are vacant at the time of the inspection.[114]

San Francisco conducts periodic inspections of the exterior and common areas of apartment houses and hotels,[115] and will only inspect the interior of dwelling units upon the receipt of occupant complaints, or if it is determined that an interior inspection is reasonably necessary to determine whether a housing code violation exists.[116]

**Practice Tip**

Beginning a PRI program with exterior inspections and vacant unit inspections may be one strategy for launching a program in communities with obstacles to systematic interior inspections.

**RESOURCES FOR HEALTHY HOUSING INSPECTIONS**

U.S. Centers for Disease Control and Prevention's Healthy Housing Inspection Manual, developed for environmental health professionals, inspectors, and others, has a visual assessment data collection form as well as a resident questionnaire. The U.S. Department of Housing and Urban Development (HUD) has developed a rating tool for health and safety hazards based on a tool used in the United Kingdom.[117] The Pediatric Environmental Home Assessment was created to assist health professionals during home visits.[118]

### Interior Inspections

The most comprehensive systematic rental housing inspection programs mandate interior inspections of rental units, to ensure that the areas where tenants spend most of their time are in safe and healthy condition.

Most municipal code enforcement departments have procedures and checklists that identify what inspectors should look for when conducting an interior inspection of a residence.[119, 120] These materials, usually designed for complaint-based programs, can be easily adapted for proactive rental inspection programs. However, the process of implementing a systematic rental inspection program can also afford an opportunity to review other aspects of code enforcement, such as the scope of interior inspections, to ensure that the program effectively protects the health of residents.

**Sampling formulas:** Often, localities cannot devote all the resources necessary to inspect every unit in multi-unit buildings. Instead, these localities may use sampling formulas. In Sacramento, for example, the inspection of a multi-unit building includes all common areas and a random sampling of no less than ten percent of rental housing units.[121] If the inspector determines that a property is in violation of any standard, the inspector is authorized to inspect additional, or all, units of that property.[122]

Seattle uses a different formula: in buildings containing 20 or fewer units, a minimum of two units must be inspected. In buildings containing more than 20 units, 15 percent of the rental units must be inspected, up to 50 rental units in each building.[123]

**Practice Tip**

It is important that code enforcement officials independently determine which units to sample, rather than letting owners select which units are to be inspected. This ensures that representative units, not just the best-maintained ones, are inspected.

### LEAD HAZARD INSPECTIONS

While lead-based paint was banned for residential use in 1978, lead remains a health hazard for those who live in housing constructed prior to 1978, particularly for children.

Some PRI programs specifically address lead hazards. Rochester, New York, for example, requires all multi-unit buildings to undergo visual assessment for deteriorated paint and bare soil violations as part of housing inspection.[124] Owners of housing containing five or fewer units in identified high-risk areas are responsible for having dust samples taken and tested, and submitting the results to the Lead Inspection Unit.[125] When enacting the law, Rochester established a citizen advisory group to assist with public education and implementation.[126] An independent evaluation of the ordinance found that by 2010 (four years after the law was enacted), the city had inspected nearly all pre-1978 rental units.[127] This evaluation suggests that the lead law contributed significantly to declines in children's blood lead levels.[128] In addition, 94% of units passed visual inspections and 89% of units tested passed dust wipe inspections – much higher rates than were predicted based on prior local and national studies – indicating lead safety of rental housing had improved since enactment of the law.[129] Finally, while property owners had concerns that the cost of complying with the law would cause widespread abandonment of rental properties due to low property values and narrow profit margins in Rochester's rental housing market, that scenario did not transpire.[130]

Washington DC's law requires rental property owners to obtain a clearance report from a licensed professional, indicating that there are no lead dust hazards or deteriorated paint in any pre-1979 homes that are to be occupied by a family with a child.[131]

## Enforcement to Address Code Violations

One of the most important elements of any rental inspection program – complaint-based or proactive – is enforcement when violations are discovered. Implementing appropriate remedies for identified code violations (and when a property owner fails to make repairs) helps ensure that program goals are met and tenants are protected from substandard housing conditions.

Localities use a range of tools to enforce property maintenance, housing, sanitary, and health laws. The methods a locality may use are often dependent on state law and on what powers the state delegates to localities.

Generally, the move from a complaint-based system to proactive rental inspection doesn't require major changes in the types of actions taken in response to violations. However, if a locality's existing complaint-based rental inspection program is facing enforcement challenges, the locality should take the opportunity to address these challenges in designing and implementing a more comprehensive program.

The primary goal of PRI programs is to ensure that housing is properly maintained. When an inspection reveals a substandard condition in a covered dwelling, most localities will issue a notice or order to comply, setting out the owner's rights and obligations, as well as the consequences of continued non-compliance.[132] The order will typically specify a time window for compliance. Los Angeles, for example, allows no more than 30 days for correction of non-serious violations, with the possibility of an extension if significant progress has been completed by the end of 30 days.[133] For violations that pose a serious risk to the health or safety of the occupants or the public, Los Angeles requires that the substandard condition must be abated (repaired) in no more than 14 days, with no possibility of extension.[134]

If a violation poses an imminent danger to the health or safety of tenants, most programs move quickly to remedy the situation. In Los Angeles, the city can order that the landlord fix the violation within 48 hours, and then re-inspect the building within the next 24 hours. If the condition has not been abated, the city is authorized to make the repair and then require the property owner to reimburse the city.[135]

Fines, which are a common component of program enforcement when an owner fails to make repairs in a timely manner, are discussed further in the **Funding PRI Programs** section (see page 19).

A few interesting enforcement approaches are described below:

**Practice Tip**

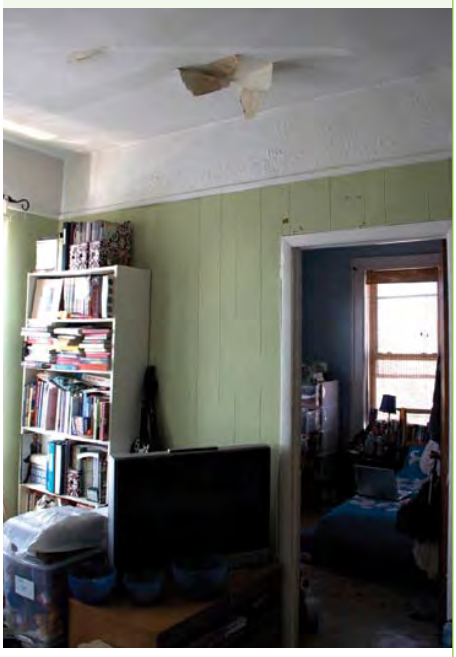
To prevent evictions and maximize the number of units that can be "saved" and preserved in the rental housing market, PRI programs should strive to exhaust all options for bringing a failing or illegal unit up to code.

### Rent Escrow Accounts

One interesting feature of the Los Angeles Systematic Code Enforcement Program is the city's Rent Escrow Account Program (REAP), which is activated when a property owner fails to fix code violations within the time allotted. After a hearing on the violations, the property units may be ordered into REAP by the manager of the Housing Department. When a property is in REAP, tenants receive a rent reduction for the cited code violations at the property and are given the option of paying their reduced monthly rent into an escrow account or to the landlord. The city records the Notice of REAP as a property lien,

**Practice Tip**

For clarity, in developing a rental licensing program, a locality might consider specifying that an owner's failure to obtain a license is a valid defense that a tenant can use against eviction proceedings.



**CDBG FUNDING**

Code enforcement is an eligible expense under Community Development Block Grants (CDBG), which are provided by HUD on a formula basis to entitlement communities (cities and urban counties), and to states for non-entitlement communities.[136] The International Code Council recently published guidelines for code officials regarding the use of CDBG funds for this purpose.[137]

which may restrict refinancing or sale of the property. The property owner is assessed a monthly administrative fee per rental unit. To clear the title of the REAP Notice, the property must come into compliance with codes and all fees due the Housing Department must be paid.[138] The Housing Department contracts with several nonprofit organizations to provide outreach to tenants about the program and to assist landlords in expediting compliance.[139]

### Registration as a Prerequisite to Eviction Actions

Anne Arundel County, MD, requires that property owners obtain a rental license before renting residential property consisting of two or more units.[140] In an eviction action brought by an owner who had failed to obtain the required license, the Maryland Court of Appeals, the state's supreme court, held that the owner could not evict a tenant before complying with the county licensing requirement.[141]

### Monitoring Substandard Properties

In 2007, faced with a backlog of unresolved substandard housing cases and a slow rate of compliance, the city of Lansing created a new program to track and monitor unsafe and substandard housing: the Neighborhood Enhancement Action Team (NEAT). NEAT tracks properties that have been 'tagged' as unsafe for habitation based on internal or external conditions. A tagged property is transferred to the NEAT program after 90 days of noncompliance. For every month that the violations are not addressed, the landlord incurs a $150 fee. Property owners are not charged the fee if they can demonstrate progress toward habitability. This incentive has had a dramatic effect on the number of tagged properties in the city, which has steadily decreased from 740 in 2007 to 362 in 2013 (224 of which were NEAT properties). At the start of the program, about half of the properties had been tagged for 5-7 years; ten months into the program, the average length of time a property was tagged had dropped to 147 days.[142]

## Funding PRI Programs

Most systematic rental inspection programs are funded, solely or in part, by fees levied against property owners. Localities commonly impose fines and penalties for housing code violations or other program violations. Examples of fee schedules from a number of localities are described below.

**Registration, license, and program fees:** Localities commonly charge registration, program, licensing, or certificate fees to cover the costs of implementing and administrating a proactive rental inspection program. These fees are often charged based on the size of the rental property. For example, they may be determined based on the number of rental units; or apportioned at different rates for small, medium or large buildings; or assessed by square footage.

Localities may charge these fees on a one-time or recurring basis, depending on the nature of the fee and the length of the program cycle. For example, Antioch, CA charges a one-time initial registration fee when a property enters the program.[143] In contrast, Santa Cruz, CA charges an annual registration fee and requires that landlords annually reregister all rental units.[144]

**Inspection fees:** In addition to registration, licensing, or programming fees, some localities assess inspection fees annually (or for each period of a program's cycle) for units subject to mandatory inspection; others assess inspection fees only when an inspection is to actually take place. Localities with self-certification programs may discount or waive the inspection fee for units that are owner-inspected, although they may charge a separate self-certification fee.

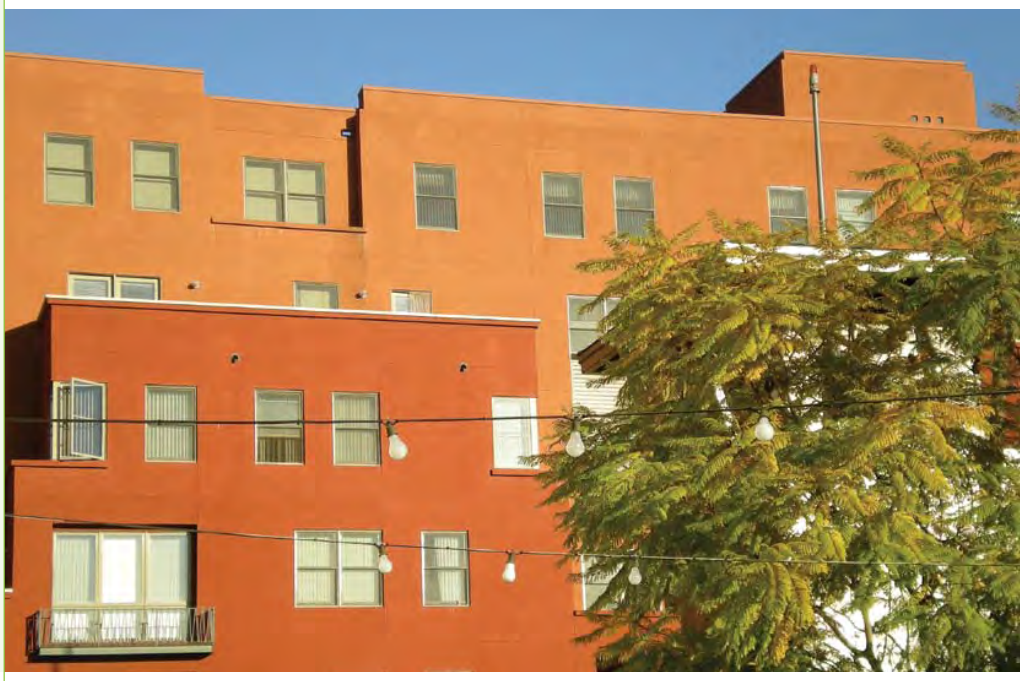
**Re-inspection fees:** Most localities charge a reinspection fee to cover the cost of additional inspections after violations are uncovered during an initial inspection. Targeting these costs to property owners not in compliance can keep fee costs down for landlords who do maintain their properties appropriately. As an incentive for owners to remedy code violations, some localities will only charge this fee on the second or subsequent reinspection, if violations have not been corrected within a specified period after the initial inspection.

**Other fees:** Some localities impose a fee for rescheduling or for missed appointments. Several localities impose penalties for late payment of any of the required fees. Where the locality provides for abatement of code violations, the abatement fee may cover the costs incurred by the locality, including administration and labor.

**Penalties/Fines for violation:** Localities may impose administrative or civil (monetary) penalties for violations of the proactive rental inspection program and property maintenance codes. Localities sometimes impose criminal fines as well.[148]

**Practice Tip**

Relying heavily on penalties to sustain a program may result in an unpredictable funding stream. Sacramento began its PRI program with a focused pilot program. The city anticipated that the cost of the program would be offset by the revenue from fines and penalties.[145] However, with the implementation of the pilot program, property owners brought their properties into compliance more quickly than anticipated. As a result, the pilot program assessed significantly fewer penalties and generated less revenue than expected.[146] To help ensure that the program could be self-sustaining, Sacramento adopted a different fee schedule when implementing its city-wide program.[147]



## A Sample of Fee Schedules for PRI Programs

| | **KANSAS CITY, MO** Residential Rental Registration and Inspection Program[149] | **SACRAMENTO, CA** Rental Housing Inspection Program[150] | **BOULDER, CO** Rental Licensing Program[151] | **SANTA CRUZ, CA** Rental Dwelling Unit Inspection Program[152] | **WASHINGTON, DC** Rental Housing Business License[153] |
|---|---|---|---|---|---|
| **Program fee** | | $16 per year | | | $35 per unit, for buildings with three or more units, charged at the issuance or renewal of the license (not to exceed $2000 biennially) |
| **License or Registration fee** | No fee to register<br>Delinquent registration fee for properties not registered by 1/31: $50 in February, increasing by $50 per month, to a maximum penalty of $500<br>Additional $200 per month per structure for failure to register | | $70 per building charged before a rental license is issued or renewed, covering all units within the building<br>In addition, $70 per unit for units attached to a building but individually owned | $45 per year per building | $21.50 annually per unit at the initial issuance of the license |
| **Self-certification fee** | | Inspection fee waived for units in self-cert program | | 20% of units @ $20 per unit | |
| **Inspection fee** | | $127 per unit for rental housing units subject to mandatory inspections<br>$127 per unit for each additional unit inspected because of a violation discovered on the property<br>$80 rescheduling fee | $250 per inspection performed | $20 per unit, to cover the cost of an annual inspection and one compliance reinspection, if necessary<br>Not paid by units in the self-certification program | |
| **Reinspection fee** | $100 for second and each subsequent re-inspection | $127 per unit for reinspection of each rental housing unit that fails to correct violations within the required timeframe | $107 per hour, payable if the owner fails to correct any violation after the first compliance reinspection | | $90 for any reinspection of a licensee's premises for routine housing code violations |
| **Penalties** | Localities may also impose civil and criminal penalties for violation of a rental housing inspection ordinance or other applicable city codes | | | | |

## Evaluation

Evaluation is an important, though often overlooked, component of government programs. The purpose of PRI programs is to preserve housing stock, improve habitability for tenants, and ensure that the locality receives property taxes. In these days of shrinking public resources, it is important to make certain that programs achieve their desired outcomes. Also, to ensure effective funding mechanisms, it is necessary to evaluate the costs of programs versus the revenue generated by their fees and penalties.

Under Boston's systematic rental inspection program, an annual report must be provided to the city council detailing the activities of the program, including the number of inspections requested and performed each month by the various types of inspectors, the total number of violations identified through inspections, the number of exemptions requested and granted, the number of violations prosecuted, the amount of fines levied and collected, and an overall assessment of the program and plans for improvements.[154]

Beginning in 2014, Seattle, which adopted a periodic rental inspection program in 2012, will require an annual report to the city council that will include an evaluation of properties' registration status (including details about any previously unidentified housing units that have been discovered); property owners' compliance in allowing inspections to be completed within the applicable 60-day timeframe; the results of inspections where properties have a previous history of violations; whether the program fees actually reflect the program costs; the number of inspections that have resulted from complaints; the extent to which the civil warrant process has been used; and any audits and findings on inspections.[155]

Kansas City, MO requires its city council to review its program provisions and requirements at least every two years to determine whether to maintain, modify, or terminate the program.[156]

Staff in Santa Cruz, CA will provide their city council with a report of rental housing units saved and lost following the first round of proactive registration and inspections.[157]

### VENTURA, CA: INNOVATIVE SOLUTIONS

In the initial phase of the city's proactive inspection program, inspectors in Ventura, CA found 15 illegal converted rental units—just a small fraction of the 300-500 such units that officials believe exist. In order to meet the city's commitment to address substandard housing and promote a healthy environment, staff made an innovative recommendation, informed by a collaboration with community members: Grant amnesty to illegally converted units for 30 months, suspending all fines and penalties while owners brought the units up to code. Eligibility was confined to second units on properties that allowed residential use, with an occupancy date prior to the city council's initial action.

Low-income landlords were also eligible for newly created Affordable Rental Housing Preservation Loans to cover the cost of compliance, on the condition that tenants be charged federally established affordable rates for the duration of the 15-year loan term.[158] The program includes an educational component, bases fees on the in-service date (when the property was first occupied), and waives zoning violations that do not impact health and safety, including setbacks, lot coverage, and on-site parking requirements. As of August 2013, the city had received 53 applications, and had inspected and approved 41 properties, with another 5 in process.[159]

# CHALLENGES WHEN IMPLEMENTING PRI PROGRAMS

PRI programs can yield important improvements in a locality's housing stock. But they may also amplify many of the challenges that arise with traditional complaint-based programs, because (1) proactive inspection programs typically bring inspectors into contact with a much wider cross-section of a locality's housing, and (2) inspections are not initiated exclusively by tenant complaints. In some cases, code enforcement activities can potentially result in displacement of tenants. This section examines some common challenges, and the following section offers strategies for addressing these challenges to maximize the effectiveness and benefits of PRI programs.

## Uninhabitable and "Illegal" Units

In extreme cases, an inspector may find substandard conditions that immediately threaten the health and safety of residents. PRI programs should include measures that require landlords to fix properties quickly; however, in the worst cases, the locality may require a tenant to vacate the property.

Inspectors may also encounter "illegal" units: units that have not been registered or licensed, and units that exist in violation of zoning or building codes. Where possible, localities should aim to bring units into compliance to preserve rental housing stock.

Where uninhabitable or illegal units cannot be brought into compliance, relocation programs and supportive social programs, discussed in more detail below, are critical to ensure that tenants remain housed.

## Tenant-Side Code Violations

Because PRI program inspectors are not only invited into rental housing units by tenants filing complaints, they are more likely to uncover tenant-side code violations or illegal occupancies than they would under complaint-based programs. Because the central goal of proactive rental inspection programs is to maintain housing in safe and healthy condition, code enforcement should prioritize remedying such violations rather than displacing tenants from their homes.

**Hoarding:** About three to five percent of Americans suffer from hoarding.[160, 161, 162, 163] Severe hoarding not only puts a tenant and other occupants of a housing unit at risk, but may place neighboring residents at risk of fire, disease, or infestation of vermin.[164, 165, 166] This disorder is not widely understood and localities often struggle with effective ways to address hoarding.[167] For example, one study out of New York found that "almost a quarter of individuals seeking help for housing problems from a community eviction prevention organization met the criteria for [hoarding disorder]; only about half of these individuals were receiving mental health treatment."[168] However, as hoarding is a form of mental illness,[169] localities should identify ways to assist hoarders without rendering them homeless.[170, 171]

**DISPLACEMENT AND HEALTH**

Like substandard conditions, housing instability, displacement, and homelessness have significant, negative impacts on health. Children and adults who experience housing instability and homelessness are at greater risk for poor health than those in stable housing.[172] Stable housing can improve mental health outcomes for residents, reduce stress-related health outcomes, and provide a stable foundation for accessing other critical social and health services.[173]

**Practice Tip**

As localities aim to improve the health of families and communities through code enforcement, it is critical that they consider and address any potential for displacement, to ensure that health gains through better housing conditions are not paired with health losses through displacement.

For example, there are over 20 hoarding task forces across the state of Massachusetts, organized by a range of agencies, including county health departments, senior services agencies, housing authorities, local governments, and housing nonprofits. These task forces are supported by a Statewide Steering Committee on Hoarding (SSCH), facilitated by MassHousing, a housing nonprofit. The SSCH was created to bring together professionals from different sectors to address the complex psychological and policy issues associated with hoarding. To date, the SSCH has conducted trainings for over 2,000 people, and has developed a risk assessment tool.[174, 175]

**Overcrowding:** Overcrowding of units, especially in localities with expensive or tight housing markets, is another challenge for PRI programs. Low-income residents may have few alternatives to shared housing.[176, 177] However, where inspectors find that occupancy levels violate applicable codes, tenants may be displaced.

## Rent Increases

When property owners make substantial repairs to a rental unit, they may pass the cost of repairs along to tenants in the form of significant rent increases. However, by identifying conditions early, periodic rental inspection programs may also help limit the cost of deferred maintenance. In addition, some states have laws that prevent landlords from collecting rents if a municipal inspection has identified violations and repairs remain outstanding after a reasonable time.[178]

## STRATEGIES FOR SUCCESS

As increasing number of localities have enacted PRI programs, a number of strategies have emerged to address the above challenges and ensure successful programs. We highlight a few below.

### Involve Diverse Stakeholders in Designing the Program

As described above, PRI programs differ from locality to locality. The most effective programs are targeted to local housing stock characteristics and the specific concerns of the community. In taking this approach, proactive code inspections program should be designed with input from diverse stakeholder groups.[179] In Seattle, for example, the city council required the Department of Building Inspections to convene a Residential Rental Property Licensing and Inspection Stakeholder Group, which would issue recommendations for the Rental Registration and Inspection Ordinance.[180] The stakeholder group met almost a dozen times over a six-month period, with the assistance of a professional facilitator and mediator. The input of all represented groups was carefully documented.[181]

### Involve Community-Based Organizations in Implementation

Proactive rental housing inspection programs bring code enforcement officers into contact with a broader cross-section of residents than do complaint-based programs – including many residents who have not affirmatively sought out housing inspections. In order to help educate tenants and landlords about rental housing inspections, allay resident concerns, and ensure effective implementation of inspections, some localities have involved community members and nonprofit organizations in the implementation of their programs.

In Los Angeles, after repeated incidents in which city inspectors were unable to gain entry into homes for lead inspections, the Healthy Homes Collaborative, an association of community-based organizations, partnered with the Los Angeles Housing Department and the L.A. County Department of Public Health to ensure that violations are repaired safely. Under the partnership, a member of the collaborative visits selected homes prior to scheduled city inspections. The collaborative representative assists residents in preparing for inspections by educating residents about lead hazards and lead-safe work practices, providing information and referrals about blood lead testing and how to report unsafe repair work, listing potential defects, and informing residents of their legal rights.[182] Significantly, city inspectors who visited properties that were pre-visited by collaborative staff have gained entry 80 percent of the time, compared with 20 percent for homes that were not pre-visited.[183]

Similarly, with difficult cases, such as those involving hoarding, overcrowding, or potential displacement, housing inspectors should collaborate with social and legal services agencies and community organizations, which can assist tenants by helping them access critical supportive services.

## Provide Training for Code Enforcement Staff

As proactive rental inspection programs bring inspectors into wider contact with residents, it is very important that officers be able to interact effectively with a diverse population. In tandem with implementing proactive rental inspection programs, localities can provide training to code enforcement officers to ensure that they are prepared to: conduct inspections in a culturally sensitive manner; be attentive to the special concerns of particular groups (e.g., seniors, undocumented persons); and employ effective strategies to overcome language and other communication barriers. In particular, having multilingual inspectors and support staff ensures that all tenants are able to communicate effectively throughout the inspection process.

The Boston Inspectional Services Department briefs and trains other city staff who might interact with the program, such as the building division. Division heads are briefed on the program's budget, staffing, and operations at biweekly meetings.[184]

## Provide Education, Outreach and Ongoing Support for Landlords and Tenants

Unlike complaint based-systems, PRI programs affirmatively aim to interface with most landlords and tenants. Ensuring that all parties understand the program and their obligations under the program helps to ease the transition.

A number of localities have developed programs to help educate landlords and tenants about the rental inspection program and their obligations; many also provide written materials and checklists for tenants and landlords on applicable housing code provisions. Other localities carry out far-reaching publicity campaigns, including billboards, posters on bus shelters,[185] and notices on property tax and water bills.[186] Los Angeles conducts a full range of workshops and monthly drop-in sessions to address questions.[187] Sacramento requires that owners distribute city-approved forms concerning tenants' rights and

responsibilities before the commencement of any tenancy.[188] With the support of the mayor's office, Boston's Inspectional Services Department holds monthly landlord seminars to discuss the rental registration program and inspection process. These seminars are scheduled in the evening to encourage attendance.[189, 190] Kansas City, KS, staff are working with a local community college to develop an online training program for landlords.[191] Programs should also work with tenant housing organizations and legal aid organizations to ensure that tenants can understand and assert their rights.

## Implement Complementary Programs

Finally, PRI programs can be more effectively implemented when the locality also puts into place complementary programs to address related housing issues.

**Funded relocation:** Funded tenant relocation assistance programs help ensure that displacement resulting from code enforcement efforts doesn't result in housing instability and homelessness, which have significant negative health impacts.[192, 193, 194] Los Angeles, for example, has a Tenant Relocation Assistance Program, which entitles a tenant to financial assistance from the property owner to find new housing.[195] Often, relocation programs will provide different levels of funding for temporary and permanent displacement. In some instances, owners may be unable or unwilling to pay relocation fees to tenants promptly – or at all. For this reason, and because low-income tenants often lack sufficient assets to move readily, it is critical that localities set aside designated funds to pay tenants when landlords cannot. Municipal relocation ordinances sometimes allow the locality to place a lien on the property to recoup these relocation payments from the owner.

**Financial assistance for low-income landlords to make repairs:** There are some instances where low-income property owners may be unable to make repairs on rental properties, a situation magnified by the recent mortgage and credit crises. Financial assistance for low-income landlords can help ensure that needed repairs get made.

**Rent control:** As mentioned in the previous section, tenants may be subject to rent increases after a landlord conducts repairs to bring a unit into compliance. In some localities, where permitted under state law, rent control laws may protect tenants from sharp rent increases by limiting allowable pass-throughs of program fees. For example, in Los Angeles, landlords are permitted to pass through the registration and inspection fees onto tenants, but if they do so, they must pass the charges along as prorated monthly fees so that tenants can absorb the cost over the course of a year.[196] In addition, while localities with rent control ordinances allow landlords to recoup their capital improvement costs from tenants, they may require that the costs be recouped in a gradual fashion over a period of time, such as several years.[197]

**Public access to code violation information:** By providing tenants and the public with readily available registration status and code violation information about specific properties, localities can incentivize rental owners to comply with registration requirements and give the community tools for enforcement as well as critical information.

Grand Rapids provides online access to its lists of registered properties, allowing tenants or prospective tenants to easily find out whether properties are registered and whether registered properties have certificates of compliance.[198] Boston will maintain an online, searchable Chronic Offenders Registry that includes a list of landlords who regularly fail to correct problems.[199]

In an effort to increase prospective tenants' access to rental property information, Code for America, in collaboration with the City of San Francisco and other industry stakeholders, developed a reportable, uniform data standard for housing code violations.[200] By adopting a uniform data standard, San Francisco ensures that the data is available for use in additional applications – the sum effect of which is to increase consumer access to housing information. A number of other localities have also committed to adopting the standard, including Las Vegas, NV; Kansas City, MO; Gary and Bloomington, IN; Olathe, KS; and Bayside, WI.[201]

## CONCLUSION

Health and housing are tightly connected. To protect residents from an array of housing related health risks – such as asthma, allergies, lead poisoning, and injury – localities must ensure that local housing stock is well-maintained and in compliance with applicable housing and property maintenance codes. Proactive rental inspection programs can effectively achieve this by: addressing housing conditions before they become severe; protecting vulnerable tenants who often fall through the cracks of a complaint-cased system; and preserving critical housing stock. At the same time, PRI programs can benefit landlords and communities by protecting the property values of rental housing and neighboring homes.

There are many different ways to design a municipal PRI program. The most effective programs will be tailored to the characteristics of the local rental housing stock, factor in on-the-ground political and resource limitations, anticipate potential challenges in adoption and implementation, and incorporate broad-based strategies to ensure that local rental housing remains not only safe and healthy, but stable and affordable for all tenants.

[1] Krieger J. and Higgins D., "Housing and Health: Time Again for Public Health Action." *Public Health Matters,* 92(5):758-768, 2002.

[2] U.S. Department of Housing and Urban Development, Federal Healthy Homes Work Group, "Advancing Healthy Housing: A Strategy for Action." Page 14, 2013. Available at: *http://portal.hud.gov/hudportal/HUD?src=/program_offices/healthy_homes/advhh*

[3] Marshall, S., Runyan, C., Yang, J., et al, "Prevalence of Selected Risk and Protective Factors for Falls in the Home." *American Journal of Preventative Medicine.* 28(1):95-101, 2005.

[4] U.S. Department of Health and Human Services, Office of Disease Prevention and Health Promotion, *Healthy People 2020.* Washington, DC. Available at: *www.healthypeople.gov/2020/topicsobjectives2020/overview.aspx?topicid=36*

[5] Pollack, C., Egerter, S., Sadegh-Nobari, T. et al, "Where We Live Matters for Our Health: The Links Between Housing and Health." *Issue Brief 2: Housing and Health.* RWJF Commission to Build a Healthier America, 2008. Available at: *www.commissiononhealth.org/PDF/e6244e9e-f630-4285-9ad7- 16016dd7e493/Issue%20Brief%202%20Sept%2008%20-%20Housing%20and%20Health.pdf*

[6] U.S. Department of Housing and Urban Development, Federal Healthy Homes Work Group, "Advancing Healthy Housing: A Strategy for Action." Page 14, 2013. Available at: *http://portal.hud.gov/hudportal/HUD?src=/program_offices/healthy_homes/advhh*

[7] See Pollack et al, *supra* note 5.

[8] Kochera, A., "Falls Among Older Persons and the Role of the Home: An Analysis of Cost, Incidence, and Potential Savings from Home Modification." *Issue Brief 56.* AARP Public Policy Institute, 2002. Available at: *http://assets.aarp.org/rgcenter/il/ib56_falls.pdf*

[9] Gould, E., "Childhood Lead Poisoning: Conservative Estimates of the Social and Economic Benefits of Lead Hazard Control." *Environmental Health Perspectives,* 117(7):1162-7, 2009.

[10] Hickey, C. "Ensuring Housing Quality: Proactive Minimum Housing Code Inspections of Rental Properties in North Carolina Cities 3." Master's thesis, University of North Carolina at Chapel Hill: 2008. Available at: *http://ghc.illkd.com/wp-content/uploads/2008/04/enhancinghousingquality.pdf*

[11] *Id.*

[12] *Id.*

[13] Harvard Kennedy School, ASH Center for Democratic Governance and Innovation, Systematic Code Enforcement Program, 2005. Available at: *www.innovations.harvard.edu/awards.html?id=7497*

[14] Report to Council, City Council of Sacramento, Ordinance Revisions to City Code Chapter 8.120 Relating to the Rental Housing Inspection Program, 2013. Available at: *http://sacramento.granicus.com/MetaViewer.php?view_id=22&clip_id=3277&meta_id=399614*

[15] *See* Hicky, *supra* note 10.

[16] The state of North Carolina passed legislation in 2011 barring, or preempting, many forms of local periodic rental inspection ordinances, so while the North Carolina programs provide valuable data they are not currently active. See, e.g. Mulligan, C., "New Periodic Inspections Law Brings New Requirements and Legal Risks." *The Public Servant.* 2012. Available at: *http://governmentandpublicsector.ncbar.org/newsletters/publicservantfebruary2012/periodicinspectionslaw*

[17] North Carolina Session Law 2011-281 (S 683). Available at: *www.ncga.state.nc.us/Sessions/2011/Bills/Senate/PDF/S683v0.pdf*

[18] Poor and deferred maintenance can lead to both increased maintenance costs and increased health expenditures. For example, deferring maintenance can lead to a failure to discover water leakage, which may lead to further structural damage, the accumulation of mold, and the degradation of hazardous materials that contain toxins like asbestos or lead. See, e.g., Cummins, S. and Jackson, R., "The Built Environment and Children's Health 6." 2001. Available at: *http://198.246.124.22/healthyplaces/articles/the_built_environment_and_children_health.pdf*

[19] *See, e.g.,* Public Roundtable on the Department of Consumer and Regulatory Affairs Proactive Housing Inspections Program, Testimony of Linda Argo, Council of the District of Columbia Committee on Public Services and Consumer Affairs. 2009. Available at: *http://newsroom.dc.gov/show.aspx/agency/dcra/section/7/release/18803/year/2009*

[20] *See, e.g.,* Oregon Public Health Institute, "Rental Housing and Health Equity in Portland Oregon: A Health Impact Assessment of the City's Rental Housing Inspections Program." 2012. Available at: *www.healthimpactproject.org/resources/body/OPHI-hia_final-report_8.29.pdf*

[21] *See, e.g.,* Human Impact Partners and Legal Aid of Marin, "Marin Healthy Homes Project: A Health Impact Asessment." 2012. Available at: *www.humanimpact.org/component/jdownloads/finish/8/185/0*

[22] *See, e.g.,* Pfeiffer, S. and Rohr, R., "Unsafe Building In Chinatown Prompts Tenants' Rights Campaign." 90.9 WBUR. 2012. Available at: *www.wbur.org/2012/04/23/tenants-rights*

[23] Cal. Civil Code § 1942.5.

[24] *Id.*

[25] For example, in California, for every 8,000 eligible low-income individuals, there is one legal services attorney. Legal Aid Association of California, *Strategic Plan 2011-2015, Executive Summary, 1.* 2011. Available at: *www.calegaladvocates.org/library/item.371319-LAACs_20112015_Strategic_Plan*

[26] *See* "Public Roundtable," *supra* note 19.

[27] *Id.*

[28] In New Jersey, for example, code enforcement is a state function, although the state has a cooperative Housing Inspection Program in which cities undertake the inspections for compensation from the state. NJ. Stat. Ann. § 55:13A-1 *et seq.* Under New Jersey's State Local Cooperative Housing Inspection Program (SLCHIP), in 79 localities, local inspectors perform cyclical inspections and compliance inspections of hotels, motels, and multiple dwellings and earn compensation for the locality. New Jersey Department of Community Affairs, Bureau of Housing Inspection, State of New Jersey. Available at: *www.nj.gov/dca/divisions/codes/offices/housinginspection.html#5*

[29] *See, e.g.,* Ariz. Rev. Stat. Ann. § 9-1302 (limiting the authority of city code enforcement programs to conduct inspections of the interior rental units); Ga. Code Ann. § 36-74-30 (same); N.C. Gen. Stat. Ann. § 153A-364 (same); Tenn. Code. Ann. § 6-54-511 (same).

[30] *See* Hickey, *supra* note 10.

[31] S.B. 683, Gen. Assem., Reg. Sess. (Nc. 2011) (narrowing the grounds upon which a city can conduct a periodic inspection, adding a requirement of "reasonable cause" to believe a substandard condition may exist in a residential building or structure).

[32] Most departments retain their complaint-based systems within their newly enacted PCE programs. *See*, e.g., Los Angeles, Cal Municipal Code § 5-20.401 ("Inspections may also be complaint based.").

[33] Los Angeles City Auditor, Review of the City's Systematic Code Enforcement Program. 2001. Available at: *http://controller.lacity.org/stellent/groups/electedofficials/@ctr_contributor/documents/contributor_web_content/lacityp_008107.pdf*

[34] Report to Council, City Council of Sacramento, Proposed Residential Rental Housing Inspection Pilot Program, 2006. Available at: *http://sacramento.granicus.com/MetaViewer.php?meta_id=67355&view=&showpdf=1*

[35] Sacramento, Cal. Municipal Code ch. 8.120.

[36] Kansas City, Mo. Code of Ordinances § 56-357.

[37] City of St. Louis, MO. Public Permits: Housing Conservation. N.d. Available at: *www.stlcitypermits.com/PublicPermits.aspx*

[38] St. Louis, Mo., Ordinance 69202. (2009). Available at: *www.slpl.lib.mo.us/cco/ords/data/ord9102.htm*

[39] *Id.*

[40] The Fair Housing Act, 42 U.S.C. 3601 *et seq.*

[41] U.S.C.A. Const. Amend. XIV. Several states and localities have enacted mirroring legislation to the Fair Housing Act that may provide for even greater protection and enforcement against discrimination. *See, e.g.,* Conn. Gen. Stat. Ann. § 46a-64c (2013); Cal. Govt. Code § 12955 (2013); N.C. Gen. Stat. Ann. § 41A-4 (2013).

[42] Courts have permitted at least two anti-discrimination lawsuits to proceed against localities for their targeting practice*s. See* 2922 Sherman Ave. Tenants' Ass'n v. Dist. of Columbia, 444 F.3d 673, 687 (D.C. Cir. 2006) (disparate treatment theory).

[43] Gallagher v. Magner, 619 F.3d 823, 845 (8th Cir. 2010) (disparate impact theory).

[44] Los Angeles, Cal. Housing Code § 161.301.

[45] City of Washington, D.C., Department of Consumer and Regulatory Affairs, "What is the Proactive Inspections Program?" N.d. Available at: *http://dcra.dc.gov/book/about-proactive-inspections/what-proactive-inspections-program*

[46] San Francisco, Cal. Housing Code § 303 and § 401.

[47] Seattle Municipal Code § 22.214.040. The Seattle registration and inspection program will be phased in through 2016, beginning with properties with 10+ units, followed by properties with 5-9 units, and finally by properties with 1-4 units.

[48] Grand Rapids, Mich. Municipal Code § 901.2 (within Title VIII, Chapter 140: Property Maintenance Code).

[49] Working group, "Supporting the Long-Term Sustainability of Housing and Neighborhoods in Grand Rapids." 2010. Available at: *http://roofstoroots.org/userfiles/Supporting%20the%20Long-Term%20Sustainability%20of%20Housing%20and%20Neighborhoods%20FINAL%20V2.pdf*

[50] Santa Cruz, Cal. Municipal Code § 21.06.020(E).

[51] *See also* Los Angeles, Cal. Municipal Code § 161.301 (exempting dwelling units within a condominium).

[52] Boston, Mass. Municipal Code § 9-1.3.

[53] Grand Rapids, Mich. Rental Property Municipal Code § 901.2.

[54] *Id.;* Seattle, Wash. Municipal Code § 22.214.030.

[55] Center on Budget and Policy Priorities, "Comparison Between Section 8 Voucher Reform Act (SEVRA 2010), Affordable Housing and Self -Sufficiency Improvement Act (AHHSIA) and Current Law." June 2011. Available at: *www.cbpp.org/files/SEVRA-SESA-current%20law%20comparison.pdf*

[56] Center on Budget and Policy Priorities, "Rental Assistance Reform is Urgently Needed to Help Programs Cope With Funding Shortfalls." 2013. Available at: *www.cbpp.org/files/Rental-Assistance-Reform-Summary-4-3.pdf*

[57] Santa Cruz, Cal. Municipal Code § 21.06.030(B).

[58] *Id.*

[59] However, New Jersey's state-wide inspection program applies to hotels as well as multifamily properties. State of New Jersey Department of Community Affairs, Bureau of Housing Inspection. N.d. Available at: *www.nj.gov/dca/divisions/codes/offices/housinginspection.html*

[60] Registration requirements are common in systematic rental housing inspection programs, but can also be implemented independently, or in connection with other city programs like business license requirements or rent control.

[61] Kansas City, Mo. Code of Ordinances § 56-352(b).

[62] City of Grand Rapids, Code Compliance Division. "Rental and Vacancy Property FAQ's." N.d. Available at: *http://grcity.us/community-development/Code-Compliance-Division/Pages/Rental%20and%20Vacant%20Property%20FAQ's.aspx*

[63] Boulder, Colo. Rev. Code of Ordinances § 10-3-2; Baltimore County, Maryland Code of Ordinances § 35-6-105.

[64] Ann Arbor, Mich. Housing Code § 8:516.

[65] *Id at* § 8:516(3)(c).

[66] Washington, D.C. Housing Code § 200.3-200.5, 202.1-202.3.

[67] Boulder, Colo. Municipal Code § 10-3-2(a).

[68] *Id.* at § 10-3-8.

[69] *See, e.g.,* LA City Lead Poisoning Prevention Pilot Program, Healthy Homes Collaborative. N.d. Available at: *http://healthyhomescollaborative.org/Information/Lead/LACityLeadPoisoningPreventionPilotProgram/tabid/67/Default.aspx*

[70] Baltimore County, Md. Code of Ordinances §§ 35-6-107, 35-6-108; Los Angeles, Cal. Housing Code § 161.353.

[71] Boulder, Colo. Rev. Code of Ordinances § 10-3-3.

[72] Ann Arbor, Mich. Municipal Code § 8:511(1)(a).

[73] Kansas City, Mo. Code of Ordinances § 56-362.

[74] Grand Rapids, Mich. Municipal Code § 1000.1.

[75] *Id.* at § 1000.3.

[76] *Id.* at § 1000.3(1).

[77] *Id.* at § 1000.3(2).

[78] *Id.* at § 1000.3(3).

[79] In a similar vein, Boston's inspection department identifies properties in each neighborhood – based upon their inspection record, court records, documented constituent complaints, and any information related to the status of the property – for priority inspection early in the five-year cycle. Boston, Mass. Municipal Code § 9-1-3(c).

[80] Boston, Mass. Municipal Code §§ 9-1-3(a) and (f).

[81] *Id.* at § 9-1-3(g).

[82] City of Boston, Mayor's Office, "Inspection Ordinance Brings Sweeping Change to Rental Housing Standards in Boston." 2012. Available at: *www.cityofboston.gov/news/default.aspx?id=5903*

[83] *Id.*

[84] Sacramento, Cal. Municipal Code § 8.120.080.

[85] *Id.* at § 8. 120.150(A).

[86] *Id.* at § 8.120.160.

[87] *Id.* at § 8.120.180.

[88] *Id.* at § 8.120.190.

[89] Santa Cruz, Cal. Municipal Code §§ 21.06.080(A) and (C).

[90] *Id.* at §§ 21.06.080(B) and (D).

[91] *Id.* at § 21.06.070(B)(1).

[92] *Id.* at § 21.06.080(B). In contrast, self certification is the norm for the program in Berkeley, CA, which requires that all owners annually self-certify their rental units. Berkeley, Cal. Municipal Code § 12.48.050(A). However, an owner or a tenant may request instead that the city conduct an inspection to ascertain compliance with the applicable housing safety standards. If the Housing Department is not available to conduct the inspection, owners are still required to annually self-certify. *Id.* at § 12.48.050(B). If no violations are found during the city inspection, or any violations are corrected within the cure period, the unit will be exempt from the annual self-certification for approximately three years following the inspection or upon revocation of the certificate of compliance. Additionally, every rental unit is subject to a periodic city inspection, not more than once every three years. *Id.* at § 12.48.070(A).

[93] *See, e.g.,* Kansas City, Mo. Code of Ordinances § 56-364.

[94] For example, Washington, D.C. offers the Proactive Inspection Consent Form on their website in Spanish, Korean, Vietnamese, and Amharic. Department of Consumer and Regulatory Affairs, "About Proactive Inspections." N.d. Available at: *http://dcra.dc.gov/service/proactive-inspection-consent-forms*

[95] *See* Human Impact Partners, *supra* note 21.

[96] *See, e.g.,* Antioch, Cal. Municipal Code § 5-20.402, 5-20.403.

[97] *See, e.g.,* Sacramento, Cal. Municipal Code § 8.120.090 (requiring that the city shall serve written notice to the owner and the local contact representative, and shall mail a copy of the inspection notice to the rental housing units on the property).

[98] Los Angeles, Cal. Municipal Code § 161.602.2 (requiring that the General Manager give written notice to the owner and the tenants. Notice to the tenants may be mailed or posted in the public area of the premises.).

[99] *See also,* Los Angeles, Cal. Municipal Code § 161.604 (requiring that the city shall provide written notice to the occupant in each unit that an inspection occurred, including a telephone number and address where the occupant can get further information about the inspection).

[100] *Camara v. Municipal Court of City & County of San Francisco,* 387 U.S. 523, 537 (1967) (quoting *Frank v. Maryland,* 359 U.S. 360, 372 (1959)).

[101] *Camara v. Municipal Court of City & County of San Francisco,* 387 U.S. at 535.

[102] *Id.* at 528-529.

[103] *See, e.g.,* Los Angeles, Cal. Municipal Code § 161.601 ("This authority shall be subject to the following limitations: (1) If the premises is occupied, the General Manager shall first present proper credentials to the occupant and request entry explaining his reasons... If entry is refused or cannot be obtained, the General Manager shall have recourse to every remedy provided by law to secure lawful entry and inspect the premises, including but not limited to securing an inspection warrant pursuant to California Code of Civil Procedure.").

[104] *See, e.g.,* City of Sacramento, Rental Housing Inspection Program, "Tenant Consent to Inspect Rental Housing Units." 2012. Available at: *http://portal.cityofsacramento.org/~/media/Files/CDD/Code%20Compliance/Programs/Rental%20Housing/RHIPTenantConsent2-7-2012.ashx*

[105] Boulder, Colo. Rev. Code of Ordinances § 10-3-7(b)(1); Baltimore County, Md. Code of Ordinances § 35-6-107(b).

[106] Boston, Mass. Municipal Code § 9-1.3; Seattle, Wash. Municipal Code § 22.214.020(9).

[107] *City of Pasco v. Shaw,* 161 Wash.2d 450, 465 (2007).

[108] *See, e.g.,* Antioch, Cal. Municipal Code, § 5-20.205 (also allocating the costs of obtaining a warrant to the property owner).

[109] The U.S. Supreme Court, in a challenge to a San Francisco housing inspection program, clarified that administrative searches, such as routine housing inspections, do not require the same showing of particular probable cause to validate an inspection warrant as required with a criminal search warrant. Instead, any reasonable legislative program or standards that clarify why a unit is subject to inspection will satisfy the "cause" requirement of an administrative warrant. *Camara v. Municipal Court of City & County of San Francisco, 387 U.S. 523, 538-39 (1967) ("[I]t is obvious that 'probable cause' to issue a warrant to inspect mus*t exist if reasonable legislative or administrative standards for conducting an area inspection are satisfied with respect to a particular dwelling. Such standards, which will vary with the municipal program being enforced, may be based upon the passage of time, the nature of the building (e.g., a multifamily apartment house), or the condition of the entire area, but they will not necessarily depend upon specific knowledge of the condition of the particular dwelling.").

[110] Some states may have particular statutes addressing the requirements. *See, e.g.,* Cal. Code of Civ. Pro. § 1822.52 (California has enacted into law this reduced cause showing for administrative warrants); N.C. Gen. Stat. Ann. § 160A-424(a)(narrowly defining "reasonable cause" for the purpose of preemption).

[111] National Center for Healthy Housing, "Relationship between Interior Problems and Exterior Problems Based on the American Housing Survey - 2009 National Data for Occupied Housing." National Center for Healthy Housing. 2009. Available at: *www.nchh.org//Portals/0/Contents/Interior_and_Exterior_2009_National.pdf*

[112] Centers for Disease Control and Prevention. Healthy Housing Reference Manual. 2006. Available at: *www.cdc.gov/nceh/publications/books/housing/housing.htm*

[113] Centers for Disease Control and Prevention. Healthy Housing Inspection Manual. 2008. Available at: *www.cdc.gov/nceh/publications/books/inspectionmanual/*

[114] Kansas City, Mo. Code of Ordinances § 56-363.

[115] San Francisco, Cal. Housing Code § 303(a).

[116] *Id.*

[117] U.S. Department of Housing and Urban Development, Healthy Homes Rating Tool. N.d. Available at: *http://portal.hud.gov/hudportal/HUD?src=/program_offices/healthy_homes/hhrs*

[118] National Center for Healthy Housing. Pediatric Environmental Home Assessment. Online training. N.d. Available at: *www.nchh.org/Training/OnlineTraining.aspx*

[119] *See, e.g.,* City of Los Angeles Housing Department, "Preparing Residential Property for the Housing Habitability Inspection." 2005. Available at: *http://lahd.lacity.org/lahdinternet/Portals/0/Code/inspectionprep.pdf*

[120] *See, e.g.,* City of Sacramento, Rental Housing Inspection Program. General Inspection Checklist. 2011. Available at: *http://portal.cityofsacramento.org/~/media/Files/CDD/Code%20Compliance/Programs/Rental%20Housing/RHIPInspectionChecklistSampleCopy.ashx*

[121] Even localities that only inspect a sampling of rental units may require owners who self-certify to conduct self-inspections of each and every dwelling unit in a multi-unit property. *See* Sacramento, Cal. Municipal Code § 8.120.160.

[122] Sacramento, Cal. Municipal Code § 8.120.080(B).

[123] Seattle, Wash. Municipal Code § 22.214.050(G)(1).

[124] Rochester, N.Y. Municipal Code § 90 *et. seq.*

[125] *Id.*

[126] Korfmacher, K., Ayoob M., and Morley, R. , "Rochester's Lead Law: Evaluation of a Local Environmental Health Policy Innovation." *Environmental Health Perspectives.* 2012 February: 120(2); 309-315. Available at: *http://ehp.niehs.nih.gov/1103606/*

[127] *Id.*

[128] *Id.*

[129] *Id.*

[130] *Id.*

[131] D.C. Official Code, § 9-231.01 *et seq.*

[132] *See, e.g.,* Los Angeles, Cal. Municipal Code § 161.702.

[133] *Id.* at §§ 161.704.2-704.3.

[134] *Id.* at § 161.704.4.

[135] *Id.* at § 161.704.5.

[136] 24 CFR § 570.202(c).

[137] International Code Council. *International Code Council Guide to HUD CDBG Funds.* Available at: *www.iccsafe.org/gr/Pages/HUD-webcast.aspx*

[138] *Id.* at § 162 *et seq.*

[139] Los Angeles City, Los Angeles Housing Department, *REAP Outreach.* 2013. Available at: *http://lahd.lacity.org/lahdinternet/REAPOutreach/tabid/303/language/en-US/Default.aspx*

[140] Anne Arundel, Md. County Code § 11-10-102.

[141] *McDaniel v. Baranowski,* 419 Md. 560 (2011). In this case, the county code did not specifically identify an owner's failure to obtain a license as a defense against eviction.

[142] Email from Scott Sanford, City of Lansing Lead Housing Inspector. September 11, 2013.

[143] Antioch, Cal. Municipal Code § 5-20.501; City of Antioch, City of Antioch Master Fee Schedule 7 (2013). Available at: *www.ci.antioch.ca.us/CityGov/Finance/Master-Fee-Schedule-07-01-13.pdf*

[144] Santa Cruz, Cal. Municipal Code § 21.06.060; Santa Cruz, Cal. Resolution No. NS-28,345 (2011).

[145] "Rental Housing Inspection Pilot Program Update," Staff Report to Council, City Council of Sacramento, CA. 2007. Available at: *http://sacramento.granicus.com/MetaViewer.php?meta_id=122879&view=&showpdf=1*

[146] *Id.*

[147] Sacramento, Cal Ordinance NO. 2013-0013, § 8.120.050 (May 28, 2013).

[148] Depending on state law, funds collected through criminal enforcement may be restored to the enforcing locality, or allotted between the locality, state, and/or other government bodies.

[149] Kansas City, Mo. Code of Ordinances § 56-375.

[150] Sacramento, Cal. Resolution No. 2013-0171. Available at: *http://sacramento.granicus.com/MetaViewer.php?view_id=22&clip_id=3277&meta_id=399614*

[151] Boulder, Colo. Municipal Code §§ 10-3-12, 10-3-16, 10-3-17, 4-20-18.

[152] Santa Cruz, Cal. Municipal Code § 21.06.060; Santa Cruz, Cal. Resolution No. NS-28,345 (2011).

[153] Washington, D.C. Housing Code § 207. The DC ordinance also specifies an abatement fee in the amount of $175, plus $30 for each person-hour of labor beyond the first person-hour to cover city abatement of violations.

[154] Boston, Mass. Municipal Code § 9-1.3.

[155] Seattle, Wash. Ordinance No. 124011, § 17.

[156] Kansas City, Mo. Code of Ordinances § 56-376.

[157] Phone conversation with Alex Khoury, Assistant Director of the Planning Commission, City of Santa Cruz. July 17, 2013.

[158] City of Ventura. "Substandard Housing Policy." Administrative Report to City Council. July 2, 2009. Available at: *http://archive.cityofventura.net/meetings/city_council/2009/07-20-09/item%2003.pdf*

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[165] Patronek, G., "Hoarding of Animals: An Under Recognized Public Health Problem in a Difficult to Study Population." *Public Health Reports.* 114(1):81-87, 1999.

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[167] *Id.*

[168] Rodriquez, C., "Prevalence of Hoarding Disorder in Individual at Potential Risk of Eviction in New York City: A Pilot Study." *The Journal of Nervous and Mental Disease,* 200(1): 91-94, 2012.

[169] See American Psychiatric Association, *supra* note 163.

[170] Bratiotis, C., "Community Services." International OCD Foundation. N.d. Available at: *www.ocfoundation.org/hoarding/community_services.aspx*

[171] *See* Rodriquez, C., *supra* note 168.

[172] Jacobs, D., "Environmental Health Disparities in Housing." *American Journal of Public Health,* 101(S1):S119, 2011.

[173] Lubell, J., Crain, R. and Cohen, R., "The Positive Impacts of Affordable Housing on Health: A Research Summary." Washington, DC: Center for Housing Policy and Enterprise Community Partners. 2011. Available at: *www.nhc.org/publications/Housing-and-Health.html*

[174] *See* Bratiotis, C., *supra* note 170.

[175] International Exchange on Hoarding, "Massachusetts Statewide Steering Committee on Hoarding." N.d. Available at: *www.hoardingtaskforce.org/taskforces/massachusetts-statewide-steering-committee-on-hoarding*

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[178] *See, e.g.,* Cal. Civil Code § 1942.4.

[179] Grand Rapids, discussed above, also convened a working group of city staff and community members to expand its program to include single-family housing. Grand Rapids Work Group, *supra* note 49.

[180] Seattle, Wash. Resolution No. 31221 (June 1, 2010).

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[182] For information on the Healthy Homes Collaborative, *see supra* note 69.

[183] *Id.*

[184] Phone conversation with Indira Alvarez, Assistant Commissioner, Inspectional Services Department, City of Boston. July 23, 2013.

[185] *Id.*

[186] Phone conversation with Kathy O'Donnell, Baltimore County Rental Registration Program. July 30, 2013.

[187] Los Angeles Housing and Community Development, "Landlord - Tenant Informational Workshops." 2013. Available at: *http://lahd.lacity.org/lahdinternet/RentStabilization/LandlordTenantInformationalWorkshops/tabid/481/language/en-US/Default.aspx*

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[198] City of Grand Rapids, "Rental Property Program Overview." N.d. Available at: *http://grcity.us/community-development/Code-Compliance-Division/Pages/Rental%20Properties.aspx*

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[201] *Id.* City of Minneapolis (MN).

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# Memos and Supporting Materials focused on *Root Causes of Asthma*: Michigan, *Grand Rapids*

Key Points of Contact: Paul Haan–
**paul@healthyhomescoalition.org**

**The Connections Between Housing and Health in Michigan.**
Prepare a memo that makes the connection between housing and health. Include information and data that will be meaningful for local policymakers and other stakeholders. Focus on asthma triggers and asthma prevention.

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2201 Broadway, Suite 502
Oakland, CA 94612
510.302.3380
changelabsolutions.org

# MEMORANDUM

To: c/o Paul Haan, Executive Director, Healthy Homes Coalition of West Michigan, Grand Rapids, MI Asthma Team, Nemours Learning Labs

From: Cesar De La Vega, JD, ChangeLab Solutions
CC: Manel Kappagoda, JD, MPH, ChangeLab Solutions
Kate Blackburn, Senior Program & Policy Analyst, Nemours

Subject: Making the case for the integration of health and housing through case studies and cost-benefit data.

Date: November 13, 2017

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The following memo provides a framework for making the case for the integration of health and housing through case studies and cost-benefit data. The memo then briefly presents case studies on Medicaid reimbursement for home-based asthma interventions. The content in this memo is provided for information purposes only and does not constitute legal advice. ChangeLab Solutions does not enter into attorney-client relationships.

## Research Process

To understand the state of housing in Grand Rapids and across Michigan, we reviewed the Michigan Department of Community Health's Healthy Homes & Lead Poisoning Prevention Program's 2012 document "Michigan Healthy Homes Statewide Strategic Plan," ("HH Strategic Plan"). In addition, we looked at data from the American Community Survey on Grand Rapids' housing stock. To put the housing data into context, we looked at state-specific information from the Census Bureau data and the National Low-Income Housing Coalition on income and rents as well as health data for specific zip codes in Grand Rapids.

We searched for and consulted resources provided by Green & Healthy Homes Initiative ("GHHI"), the National Center for Healthy Housing ("NCHH"), and Enterprise Community Partners ("ECP") for data on the various costs related to unhealthy housing and related health hazards (e.g., asthma and lead poisoning), as well as data on the positive return on investment for healthy housing interventions. We also spoke with Regional Asthma Management Prevention (RAMP), a project of the Public Health Institute, to glean additional useful resources. We reviewed California's state-level housing bills[i] and the CA Department of Housing and Community Development's recent statewide housing assessment draft for instructive language making the connection between housing and health. (California is in the midst of a housing crisis and recently passed a slate of housing bills that promote healthy housing by

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increasing access to affordable housing). Finally, we searched for case studies and best practices demonstrating the effectiveness of integrating health and housing.

The research findings are broken out into four main sections: (1) framing the problem within the context of the local health and housing landscape; (2) cost-benefit analyses of healthy housing interventions; (3) health and housing case studies; and (4) case studies on Medicaid reimbursement for home-based asthma interventions.

## Framing the Problem Statement within the Context of the Local Health and Housing Landscape

Before making the case for the integration of housing and health interventions through case studies and cost-benefit analyses, it is important to frame the problem statement within the context of the local health and housing landscape. This allows the target audience's understanding of the problem to shift from the theoretical to one grounded in reality. The following section frames the housing and health problem statement and sets the local context specific to Grand Rapids, MI.

**1. Health and Housing: Framing of the Problem.**

The connections between housing and health are well established. Housing is an important determinant of health, and a growing body of evidence links housing quality with infectious and chronic disease, injuries, poor nutrition, and mental disorders. Substandard housing conditions can cause health problems. The strategies to address substandard housing problems are widely known and include repairs; mitigation; effective code enforcement programs; green building rehabilitation; and proactive resident education on healthy homes. The challenge lies in determining how to finance these interventions and who should address them. The burden of remediation often falls on landlords but it can be difficult to move them to action. Low-income tenants and homeowners do not have the resources to finance repairs themselves. Addressing these issues requires a collective effort that brings together local housing and public health professionals, elected officials, community members, and other stakeholders.

When talking about solutions to unhealthy housing, it is important to agree on a definition of healthy housing. ChangeLab Solutions defines healthy housing as being safe, stable, and affordable for everyone. GHHI lists eight elements for a "green and healthy home" that support the well-being of the people living inside. The benefits of healthy housing are so extensive that doctors have starting referring to safe, stable, and affordable housing as a vaccine.

RESOURCE

ChangeLab Solutions' tool "Under One Roof: Model Healthy Housing Policies for Comprehensive Plans," is designed to make it easier for localities to address health in housing policy. The *Introduction* contains a series of resources to learn more about the links between housing and health. http://changelabsolutions.org/node/5659/product/5427.

**2. Grand Rapids Health and Housing Context.**

The Michigan Department of Community Health established the Healthy Homes and Lead Poisoning Prevention Program to "improve the health and safety of Michigan citizens by changing home environments through education, prevention, intervention, and collaboration among housing and health professionals at local and state levels." Hazardous health outcomes such as lead poisoning, asthma and allergies, unintentional injuries, and lung cancer are linked to housing hazards such as deteriorated lead-based paint, mold, and structural defects, which are most often found in older, poorly maintained properties. The HH Strategic Plan states that housing in Grand Rapids tends to be older and populations are often subject to more adverse economic conditions than other communities in the state. According to the 2015 American Community Survey, 66.1% of owner-occupied housing units and 54.9% of renter-occupied housing units in Grand Rapids were built before 1960. The federal government banned the use of lead-based paint in 1978.

Using the World Health Organization's estimate that 44% of the asthma burden worldwide is due to the environment, the "Michigan Healthy Homes Statewide Strategic Plan" estimates that 420,720 asthma cases in 2010 and slightly more than 48 deaths in Michigan in 2006 were attributable to environmental factors. The state has a higher mean number of school or work days missed because of asthma, as well as a higher number of asthma related hospitalizations, compared to federal targets. The Michigan 2012-2014 asthma hospitalization rate was 12.54 per 10,000 people; however the 49507 zip code, which includes much of southeast Grand Rapids, had an asthma hospitalization rate of 20.02 per 10,000 people, approximately 60% higher than the state rate. Over 40% of homes in this zip code were built in 1939 or earlier. This zip code also leads the state in the number of pediatric lead poisoning cases, and has experienced a 40% increase in this number from 2014 through 2016. Lead poisoning rates are also rising in 49503 and 49504, two high poverty, high minority neighborhoods in Grand Rapids. These neighborhoods, however, do not share the high asthma hospitalization rate found in 49507.

In addition to the physical condition of the home, it's also important to look at another healthy housing factor within the local context: affordability. Wages have not kept up with the cost of housing in Grand Rapids. According to census data, median household income in Grand Rapids rose 5% from 2010 to 2015. During this same time frame, median gross rent in the city rose by nearly double that rate (9.4%). According to the National Low-Income Housing Coalition, a Michigan resident requires an hourly wage of $16.24 to afford a two-bedroom rental. A person working at the $8.90 minimum wage would have to work 73 hours a week to afford a modest two-bedroom rental home at fair market rent. The data regarding Grand Rapids' housing landscape make it a prime candidate for the integration of health and housing interventions. The older housing stock is of particular concern.

If the Grand Rapids team feels there are gaps in local data, they may want to consider conducting a community needs assessment ("CNA"). GHHI recommends conducting an in-depth CNA to help make the business case for home-based asthma interventions. According to GHHI, the CNA can identify many areas where a community is not spending enough to address serious unmet public health needs as well as areas where a community is spending too much in a way that leads to excessive and redundant capacity, the goal being to make the case for shifting resources appropriately.

## Cost-Benefit Analyses of Healthy Housing Interventions: Who Pays and Who Saves?

According to GHHI, 30 million families live in unhealthy homes. Further, over $100 billion in taxpayer funding is spent each year to address the impact of asthma, slip and fall injuries, and lead poisoning. GHHI also points to a shortage of affordable and safe housing for extremely low-income households: only 35 affordable units for every 100 households. According to GHHI, "poor quality housing with hazardous conditions is increasingly common for low and moderate income households coupled with a limited availability of safe and affordable housing." Below, we summarize GHHI's cost-benefit analyses for asthma and lead poisoning interventions.

**1. Home-based Asthma Interventions Cost-Benefit Analysis.**

According to GHHI, asthma is a $50 billion problem in the U.S., and 40% of those costs are tied to poor quality home environments not addressed by Medicaid. GHHI notes that asthma is the leading cause of school absences and third-leading cause of hospitalizations among children. Emergency department visits for asthma cost between $500 - $1,000, while hospitalization costs can range from $7,000 - $20,000. GHHI has found that home-based interventions with managed care and remediation of environmental asthma triggers have "proven to reduce hospitalizations, emergency department visits, and other expenses," and "can generate healthy ROI from medical cost savings." GHHI cites a published article in the American Journal of Preventive Medicine that presented a systematic review of home-based, multi-trigger, multicomponent interventions with an environmental focus (e.g., environmental remediation and general asthma education) and reported the effectiveness of the interventions in reducing asthma morbidity among children and adolescents. The benefit/cost ratios ranged from 5.3 to 14.0, meaning that for every dollar spent on the intervention, the monetary value of the resulting benefits (in 2007 dollars) was between $5.30 - $14.00, which included benefits such as averted medical costs or productivity losses.

RESOURCE

In 2014, the National Center for Healthy Housing (NCHH) put together an overview of seven case studies from across the country that captured the benefits and return on investment for home visit programs for children with asthma. As an example, the Michigan Department of Community Health implemented *Healthy Homes University*, a program for low-income families in Lansing, MI in which homes were assessed for asthma triggers and then were provided products and services to reduce exposure to these triggers coupled with asthma education. The total program cost was $1,299,207 and net benefits over three years were $2,524,193. Cost-savings were realized from the reduction in hospitalizations and emergency department visits, as well as fewer missed caregiver work days. http://www.nchh.org/Portals/0/Contents/Asthma-Home-Visits--Case-Studies_%20July-2014.pdf.

**2. Home-Based Lead Poisoning Interventions Cost-Benefit Analysis.**

The American Healthy Homes Survey estimates that 37.1 million homes in the U.S. have lead-based paint somewhere in the building. According to GHHI, the toxic legacy of lead in the present day includes: speech and language delays; learning disabilities/loss of IQ points; dramatic decreases in long-term

earnings; 700% increased school drop-out rate; 600% increased risk of juvenile delinquency; and irreversible neurological and health effects. GHHI also states that for every $1 spent on lead prevention programs, one may see a $17-$221 return on investment.

A 2017 report from the Health Impact Project that assessed the implications of childhood lead exposure and performed a cost-benefit analysis of various policies to prevent and respond to the problem offered the following key finding: a targeted approach to eradicate lead paint hazards from older homes of children from low-income families would provide $3.5 billion in future benefits (approximately $1.39 per dollar invested) and would protect more than 311,000 children. This includes future benefits of $630 million for the federal government and $320 million for state and local governments. It is worth noting that this calculation does not include emotional distress or other costs to families such as time away from work to deal with health issues.

**3. Example of a Policy Lever to Shift the Cost-Burden: California's 2015 Mold Law SB 655.**

California provides one example of using policy change at the state level to promote healthy housing efforts by requiring landlords to bear the cost of mold removal and remediation. Mold is one of the most common housing complaints received by legal aid organizations, tenants' rights groups, and code enforcement agencies across California.[ii] It is particularly problematic for renters in low-income communities of color and for those with existing respiratory illnesses, like asthma. Until 2015, mold was not specifically addressed in the state's Health and Safety Code, which defined the minimum health and safety standards for residential properties. By adding mold to the list of substandard housing conditions under the Code, SB 655 gave local code enforcement agencies the clear authority to address mold complaints and eliminate unhealthy housing conditions.

RESOURCE

The California Association of Code Enforcement Officers (CACEO) and Regional Asthma Management & Prevention (RAMP) created a Fact Sheet on SB 655 that lays out the case for why the California state code needed to be updated to provide local enforcement agencies with clear authority to address mold complaints. It cites the growing evidence linking mold to adverse health impacts, and documents the diverse coalition of stakeholders that supported the bill, ranging from county government officials, public health organizations, and legal aid organizations, to community based organizations and workers groups.
http://www.rampasthma.org/wp-content/uploads/2015/04/SB-655-Mitchell-Sponsor-Fact-Sheet-15-05-27.pdf.

## Health and Housing Case Studies

**1. Boston, Massachusetts Collaborative.**

Over the last decade, the city of Boston's Housing Authority, Public Health Commission, and Inspectional Services Department have come together with the Boston Foundation and local universities and medical institutions to address the intersection of health and housing. What began as a collaboration to address asthma has grown into other policy areas, such as prioritizing housing and health needs for pregnant women.

The collaborative utilizes internal operating revenues and external funding to finance their cross-sector initiatives. It is a good example of how local funders, like the Boston Foundation, can support programs designed and tailored to meet the needs of local residents. Researchers from Boston University recently evaluated the partnership's Healthy Start in Housing program, which identifies pregnant women in Boston who are either currently homeless or at imminent risk of becoming homeless, and therefore, are at elevated risk of an adverse birth outcome. This evaluation helped to "make the case" for continued involvement with this intervention approach.

An additional key takeaway from the Boston case study is the importance of community member involvement. The Housing Authority and Public Health Commission made conscious efforts to incorporate resident perspectives into several of their initiatives, which led to specific program adaptations to better meet the needs of the community.
https://www.urban.org/sites/default/files/publication/91971/2001420_boston_case_study_2.pdf.

RESOURCE

The Urban Institute released a report this year on their study examining emerging interventions that integrate housing and health services in neighborhoods, cities, and across the country, focusing on interventions where health care organizations have taken a significant leadership role. The six in-depth case studies in the report include the Boston, MA Collaborative discussed above.
https://www.urban.org/research/publication/emerging-strategies-integrating-health-and-housing.

**2. Alameda County Public Health Department.**

Families in Alameda County, California are struggling to stay in place in the middle of a gentrification and displacement crisis affecting the San Francisco Bay Area. Rising rents are forcing families to move into overcrowded housing, relocate constantly, or lose their homes completely. The Alameda County Public Health Department ("ACPHD") is committed to addressing the social determinants of health and is working with partners to understand how housing insecurity contributes to poor health and inequities. They conducted an epidemiological analysis which showed a high correlation between housing stressors (severe rent burden and overcrowding) and key health indicators, such as asthma-related emergency department visits, mental health emergency department visits, and hypertension hospitalization rates.

To address these issues, ACPHD has taken on a practice to help ensure that residents have affordable and healthy homes. They partner with policy advocates, city agencies, and community members to address housing quality, affordability, and stability. They work on baseline tenant protections: rent stabilization, just cause eviction laws, and policies that prevent unregulated rent hikes, illegal evictions, and landlord harassment of tenants. ACPHD also participates in the Healthy Homes Partnership with the City of Oakland's code enforcement department to proactively enforce codes. The goal is to alleviate the unhealthy housing conditions that trigger asthma attacks. For more information about this innovative and collaborative approach to integrating health and housing at the local level, visit ChangeLab Solutions' BLOCK project website.

RESOURCE

Healthy Homes Des Moines ("HHDSM") is a home-based asthma intervention that uses home repairs and education to improve children's health in Des Moines, IA. The infographic in the link below provides more information on HHDSM's successes and highlights the power of necessary home repairs and health education.
http://buildhealthchallenge.org/blog/healthy-homes-des-moines-makes-strides-in-asthma-prevention/.

## Medicaid Reimbursement for Home-Based Asthma Intervention Case Studies

NCHH and the Milken Institute School of Public Health recently put together case studies on the current healthcare financing landscapes for asthma prevention. The case studies profile California, New York, and Missouri and focus on public financing. These case studies are based on survey findings and interviews with Medicaid agencies, state health departments, and other stakeholders. They provide useful information on the current state of healthcare, other important funding mechanisms, key barriers, next steps, and lessons learned. For example, in New York, state-funded initiatives like the Healthy Neighborhoods Program have provided critical resources to encourage innovation, offer services in high-risk communities, and produce evaluation data.

They also conducted case studies in states where Medicaid coverage of home-based asthma services is not yet in place but interest exists or efforts are ongoing.

## Conclusion

This memo aims to help the Grand Rapids Policy Learning Lab team "make the case" for the integration of health and housing interventions by providing the following information: (1) a framework through which to understand "healthy housing" within the context of the local health and housing landscape; (2) data on the costs of unhealthy housing and cost-benefit analyses for two specific healthy homes interventions: asthma and lead; (3) an example of using policy change at the state level to shift the cost burden of mold removal and remediation; (4) health and housing case studies from around the country; and (5) case studies on Medicaid reimbursement for home-based asthma interventions.

In summary, Grand Rapids' aging housing stock coupled with the fact that rents are rising at higher rates than wages means that it will become increasingly difficult for low-income residents to live in safe, stable, and affordable homes that are free of asthma triggers.

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[i] These bills included: (1) SB 2, AB 571, SB 167, AB 678, AB 1515 from 2017; and (2) SB 655 from 2015.
[ii] California Association of Code Enforcement Officers and Regional Asthma Management & Prevention (RAMP). *SB 655 (Mitchell) Healthy Housing: Enforcement Authority – Mold* (bill sponsor fact sheet) (2015).

# Memos and Supporting Materials focused on *Root Causes of Asthma*: Washington, D.C.

Key Points of Contact: Dr. Ankoor Shah
**anshah@childrensnational.org**

**The Connections Between Housing and Health in DC.**
Prepare a memo that makes the connection between housing and health. Include information and data that will be meaningful for local policymakers and other stakeholders. Focus on asthma triggers and asthma prevention.

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2201 Broadway, Suite 502
Oakland, CA 94612
510.302.3380
changelabsolutions.org

# MEMORANDUM

To: c/o Dr. Ankoor Shah, Director of Policy and Advocacy, IMPACT DC, Children's National Health System, Washington, D.C. Asthma Team, Nemours Learning Labs

From: Cesar De La Vega, JD, ChangeLab Solutions
CC: Manel Kappagoda, JD, MPH, ChangeLab Solutions
Kate Blackburn, Senior Program & Policy Analyst, Nemours

Subject: Making the case for the integration of health and housing through case studies and cost-benefit data.

Date: November 10, 2017

The following memo provides a framework for making the case for the integration of health and housing through case studies and cost-benefit data. The memo then briefly presents case studies on Medicaid reimbursement for home-based asthma interventions. The content in this memo is provided for information purposes only and does not constitute legal advice. ChangeLab Solutions does not enter into attorney-client relationships.

## Research Process

This information was compiled through a review of the District of Columbia's ("D.C.") Five-Year Consolidated Plan and Housing Element to gather data on the current state of housing in the District. We scanned California state-level housing bills[i] and the CA Department of Housing and Community Development's recent statewide housing assessment draft for instructive language making the connection between housing and health (California is in the midst of a housing crisis and recently passed a slate of housing bills that promote healthy housing by increasing access to affordable housing). We searched for and consulted resources provided by Green & Healthy Homes Initiative ("GHHI"), the National Center for Healthy Housing ("NCHH"), and Enterprise Community Partners ("ECP") for data on the various costs related to unhealthy housing and related health hazards (e.g., asthma and lead poisoning), as well as data on the positive return on investment for healthy housing interventions. We sought out recent newspaper coverage of affordable housing concerns and substandard housing conditions in D.C. We spoke with Regional Asthma Management Prevention (RAMP), a project of the Public Health Institute, to glean additional useful resources. Finally, we searched for case studies and best practices demonstrating the effectiveness of integrating health and housing.

The research findings are broken out into four main sections: (1) framing the problem within the context of the local health and housing landscape; (2) cost-benefit analyses of healthy housing interventions; (3) health and housing case studies; and (4) case studies on Medicaid reimbursement for home-based asthma interventions.

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## Framing the Problem Statement within the Context of the Local Health and Housing Landscape

Before one makes the case for the integration of housing and health interventions through case studies and cost-benefit analyses, it is important to first frame the problem statement within the context of the local health and housing landscape. This may allow the target audience's understanding of the problem to shift from the theoretical to one grounded in reality, ideally creating urgency to act. The following section frames the housing and health problem statement and sets the local context specific to D.C.

**1. Health and Housing: Framing of the Problem.**

The connections between housing and health are well established. Housing is an important determinant of health, and a growing body of evidence links housing quality with infectious and chronic disease, injuries, poor nutrition, and mental disorders. Substandard housing conditions can cause health problems. The strategies to address substandard housing problems are widely known: repairs; mitigation; effective code enforcement programs; green building rehabilitation; proactive resident education on healthy homes; etc. The challenge lies in determining how to finance these interventions and who should address them. The burden of remediation often falls on landlords, and short of the policy levers found in building codes, it can be difficult to move them to action. With a limited supply of available affordable housing, homeowners are also left with fewer resources to finance these interventions themselves. Addressing these issues requires a collective effort that brings together local housing and public health professionals, elected officials, community members, and other stakeholders.

When talking about solutions to unhealthy housing, it is important to agree on a definition of healthy housing. ChangeLab Solutions defines healthy housing as being safe, stable, and affordable for everyone. This definition goes beyond the physical conditions of housing and includes affordability, which is particularly relevant for D.C. GHHI lists eight elements for a "green and healthy home" that support the well-being of the people living inside. The benefits of healthy housing are so extensive that doctors have starting referring to safe, stable, and affordable housing as a vaccine.

RESOURCE

ChangeLab Solutions' tool "Under One Roof: Model Healthy Housing Policies for Comprehensive Plans," is designed to make it easier for localities to address health in housing policy. The *Introduction* contains a series of resources to learn more about the links between housing and health. http://changelabsolutions.org/node/5659/product/5427.

**2. D.C. Health and Housing Context.**

According to the District's Five-Year Consolidated Plan, 1/5 of all D.C. households (over 57,000) report living with at least one housing problem, which include moderate or severe cost-burden, overcrowding, and substandard housing conditions. Further, very-low income households are twice as likely as to experience a housing problem, and almost half of all households with children fall into this "very low income" category. Half of D.C.'s housing stock was built before 1950. Over 90% of D.C.'s housing stock was built before 1978, when the use of lead-based paint was banned by the federal government.[ii]

Neglected environmental hazards from old water systems, dated ventilation methods, and the use of lead-based materials trigger a range of health problems that can displace residents unable to address these issues.

The Consolidated Plan relies on data taken from the American Community Survey, which defines "substandard housing" narrowly (lack of adequate kitchen or plumbing facilities), to characterize D.C.'s housing stock. Partly due to this definition, the percentages of substandard units reported in the Consolidated Plan—3% of rental households and less than 1% of owner-occupied households—are low. It is important to remember that these percentages do not include housing with other issues such as mold and other environmental asthma triggers, or units with code compliance issues addressed by the Department of Consumer and Regulatory Affairs. According to Children's National, eighteen percent of children in D.C. are reported to have asthma, almost double the national rate of 9.5%. An Urban Institute report noted the following: "In 2008, asthma prevalence in D.C. was three times higher among African American youth than among non-Hispanic white youth. . . . In 2010, the [hospital emergency department] visit rates for asthma among children in the most disadvantaged zip codes of southeast DC were more than 10 times greater than the more advantaged zip codes of Northwest DC."[iii]

The Consolidated Plan also cites the District's Housing Needs Assessment finding that high housing costs relative to income is the most significant housing problem in the District. 38% of all D.C. households spend more than 30% of their income on housing-related costs (considered housing cost-burdened); and nearly 20% spend more than 50% of their income on housing-related costs (considered severely housing cost-burdened). According to the National Low-Income Housing Coalition, D.C. requires an hourly wage of $33.58 to afford a two-bedroom rental. A person working at the $12.50 minimum wage rate would have to work 93 hours a week to afford a modest one-bedroom rental home at fair market rent.

The data regarding D.C.'s housing landscape make it a prime candidate for the integration of health and housing interventions. Hazardous health outcomes such as lead poisoning, asthma and allergies, unintentional injuries, and lung cancer are linked to housing hazards such as mold, deteriorated lead-based paint, and structural defects, which are most often found in older, poorly maintained properties. Housing affordability issues can also place families in a predicament: do those with depleted financial resources choose to provide their family with a safe and adequate home or healthy food? The data above illustrate that healthy housing is an issue ripe for intervention in D.C.

If the D.C. team feels there are gaps in local data, they may want to consider conducting a community needs assessment ("CNA"). GHHI recommends conducting an in-depth CNA to help make the business case for home-based asthma interventions. According to GHHI, the CNA can identify many areas where a community is not spending enough to address serious unmet public health needs as well as areas where a community is spending too much in a way that leads to excessive and redundant capacity, the goal being to make the case for shifting resources appropriately.

## Cost-Benefit Analyses of Healthy Housing Interventions: Who Pays and Who Saves?

According to GHHI, 30 million families live in unhealthy homes. Further, over $100 billion in taxpayer funding is spent each year to address the impact of asthma, slip and fall injuries, and lead poisoning. They also point to a shortage of affordable and safe housing for extremely low-income households: only

35 affordable units for every 100 households. According to GHHI, "poor quality housing with hazardous conditions is increasingly common for low and moderate income households coupled with a limited availability of safe and affordable housing." Below, we summarize GHHI's cost-benefit analyses for asthma and lead poisoning interventions.

**1. Home-Based Asthma Interventions Cost-Benefit Analysis.**

According to GHHI, asthma is a $50 billion problem in the U.S., and 40% of those costs are tied to poor quality home environments not addressed by Medicaid. GHHI notes that asthma is the leading cause of school absences and third-leading cause of hospitalizations among children. Emergency department visits for asthma cost between $500 - $1,000, while hospitalizations costs can range from $7,000 - $20,000. GHHI has found that home-based interventions with managed care and remediation of environmental asthma triggers have "proven to reduce hospitalizations, emergency department visits, and other expenses," and "can generate healthy ROI from medical cost savings." GHHI cites an article published in the American Journal of Preventive Medicine that presented a systematic review of home-based, multi-trigger, multicomponent interventions with an environmental focus (e.g., environmental remediation and general asthma education) and reported the effectiveness of the interventions in reducing asthma morbidity among children and adolescents. The benefit/cost ratios ranged from 5.3 to 14.0, meaning that for every dollar spent on the intervention, the monetary value of the resulting benefits (in 2007 dollars) was between $5.30 - $14.00, which included benefits such as averted medical costs or productivity losses.

RESOURCE

In 2014, the National Center for Healthy Housing (NCHH) put together an overview of seven case studies from across the country that captured the benefits and return on investment for home visit programs for children with asthma. As an example, the Michigan Department of Community Health implemented *Healthy Homes University*, a program for low-income families in Lansing, MI in which homes were assessed for asthma triggers and then were provided products and services to reduce exposure to these triggers coupled with asthma education. The total program cost was $1,299,207 and net benefits over three years were $2,524,193. Cost-savings were realized from the reduction in hospitalizations and emergency department visits, as well as fewer missed caregiver work days. http://www.nchh.org/Portals/0/Contents/Asthma-Home-Visits--Case-Studies_%20July-2014.pdf.

**2. Home-Based Lead Poisoning Interventions Cost-Benefit Analysis.**

The American Healthy Homes Survey estimates that 37.1 million homes in the U.S. have lead-based paint somewhere in the building. According to GHHI, the toxic legacy of lead in the present day includes: speech and language delays; learning disabilities/loss of IQ points; dramatic decreases in long-term earnings; 700% increased school drop-out rate; 600% increased risk of juvenile delinquency; and irreversible neurological and health effects. GHHI also states that for every $1 spent on lead prevention programs, one may see a $17 to $221 return on investment.

A 2017 report from the Health Impact Project that assessed the implications of childhood lead exposure and performed a cost-benefit analysis of various policies to prevent and respond to the problem offered the following key finding: a targeted approach to eradicate lead paint hazards from older homes of

children from low-income families would provide $3.5 billion in future benefits (approximately $1.39 per dollar invested) and would protect more than 311,000 children. This includes future benefits of $630 million for the federal government and $320 million for state and local governments. It is worth noting that this calculation does not include emotional distress or other costs to families such as time away from work to deal with health issues.

**3. Example of a Policy Lever to Shift the Cost-Burden: California's 2015 Mold Law SB 655.**

California provides one example of using policy change at the state level to promote healthy housing efforts by requiring landlords to bear the cost of mold removal and remediation. Mold is one of the most common housing complaints received by legal aid organizations, tenants' rights groups, and code agencies across California.[iv] It is particularly problematic for renters in low-income communities of color and for those with existing respiratory illnesses, like asthma. Until 2015, mold was not specifically addressed in the state's Health and Safety Code, which defined the minimum health and safety standards for residential properties. By adding mold to the list of substandard housing conditions under the Code, SB 655 gave local code enforcement agencies the clear authority to address mold complaints and eliminate unhealthy housing conditions.

RESOURCE

The California Association of Code Enforcement Officers (CACEO) and Regional Asthma Management & Prevention (RAMP) created a Fact Sheet on SB 655 that lays out the case for why the California state code needed to be updated to provide local enforcement agencies with clear authority to address mold complaints. It cites the growing evidence linking mold to adverse health impacts, and documents the diverse coalition of stakeholders that supported the bill, ranging from county government officials, public health organizations, and legal aid organizations, to community based organizations and workers groups.
http://www.rampasthma.org/wp-content/uploads/2015/04/SB-655-Mitchell-Sponsor-Fact-Sheet-15-05-27.pdf.

## Health and Housing Case Studies

**1. Boston, Massachusetts Collaborative.**

Over the last decade, the city of Boston's Housing Authority, Public Health Commission, and Inspectional Services Department have come together with the Boston Foundation and local universities and medical institutions to address the intersection of health and housing. What began as a collaboration to address asthma has grown into other policy areas, such as prioritizing housing and health needs for pregnant women.

The collaborative utilizes internal operating revenues and external funding to finance their cross-sector initiatives. It is also a good example of how local funders, like the Boston Foundation, can support programs designed and tailored to meet the needs of local residents. Researchers from Boston University recently evaluated the partnership's Healthy Start in Housing program, which identifies pregnant women in Boston who are either currently homeless or at imminent risk of becoming homeless, and therefore, are at elevated risk of an adverse birth outcome. This is a nice example of utilizing locally available resources, in this case the local university, to evaluate the program and help "make the case" for continued involvement with this intervention approach.

An additional key takeaway from the Boston case study is the importance of community member involvement. The Housing Authority and Public Health Commission made conscious efforts to incorporate resident perspectives into several of their initiatives, which led to specific program adaptations to better meet the needs of the community. https://www.urban.org/sites/default/files/publication/91971/2001420_boston_case_study_2.pdf.

RESOURCE

The Urban Institute released a report this year on their study examining emerging interventions that integrate housing and health services in neighborhoods, cities, and across the country, focusing on interventions where health care organizations have taken a significant leadership role. The six in-depth case studies in the report include the Boston, MA Collaborative discussed above. https://www.urban.org/research/publication/emerging-strategies-integrating-health-and-housing.

**2. Alameda County Public Health Department.**

Families in Alameda County, California are struggling to stay in place in the middle of a gentrification and displacement crisis affecting the San Francisco Bay Area. Rising rents are forcing families to move into overcrowded housing, relocate constantly, or lose their homes completely. The Alameda County Public Health Department ("ACPHD") is committed to addressing the social determinants of health and is working with partners to understand how housing insecurity contributes to poor health and inequities. They conducted an epidemiological analysis which showed a high correlation between housing stressors (severe rent burden and overcrowding) and key health indicators, such as asthma-related emergency department visits, mental health emergency department visits, and hypertension hospitalization rates.

To address these issues, ACPHD has taken on a practice to help ensure that residents have affordable and healthy homes. They partner with policy advocates, city agencies, and community members to address housing quality, affordability, and stability. They work on baseline tenant protections: rent stabilization, just cause eviction laws, and policies that prevent unregulated rent hikes, illegal evictions, and landlord harassment of tenants. ACPHD also participates in the Healthy Homes Partnership with the City of Oakland's code enforcement department to proactively enforce codes. The goal is to alleviate the unhealthy housing conditions that trigger asthma attacks. For more information about this innovative and collaborative approach to integrating health and housing at the local level, visit ChangeLab Solutions' BLOCK project website.

RESOURCE

Healthy Homes Des Moines ("HHDSM") is a home-based asthma intervention that uses home repairs and education to improve children's health in Des Moines, IA. The infographic in the link below provides more information on HHDSM's successes and highlights the power of necessary home repairs and health education. http://buildhealthchallenge.org/blog/healthy-homes-des-moines-makes-strides-in-asthma-prevention/.

## Medicaid Reimbursement for Home-Based Asthma Intervention Case Studies

NCHH and the Milken Institute School of Public Health recently put together case studies on the current healthcare financing landscapes for asthma prevention. The case studies profile California, New York, and Missouri and focus on public financing. These case studies are based on survey findings and interviews with Medicaid agencies, state health departments, and other stakeholders. They provide useful information on the current state of healthcare, other important funding mechanisms, key barriers, next steps, and lessons learned. For example, in New York, state-funded initiatives like the Healthy Neighborhoods Program have provided critical resources to encourage innovation, offer services in high-risk communities, and produce evaluation data.

They also conducted case studies in states where Medicaid coverage of home-based asthma services is not yet in place but interest exists or efforts are ongoing.

## Conclusion

This memo aims to help the D.C. Policy Learning Lab team "make the case" for the integration of health and housing interventions by providing the following information: (1) a framework through which to understand "healthy housing" within the context of the local health and housing landscape; (2) data on the costs of unhealthy housing and cost-benefit analyses for two specific healthy homes interventions: asthma and lead; (3) an example of using policy change at the state level to shift the cost burden of mold removal and remediation; (4) health and housing case studies from around the country; and (5) case studies on Medicaid reimbursement for home-based asthma interventions.

Given the findings regarding housing affordability in D.C., the team may want to focus on the fact that many D.C. residents have to choose between safe, stable, and affordable homes that are free of asthma triggers and their ability to afford healthcare and other necessities for their children that can help to prevent or mitigate asthma.

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[i] These bills included: (1) SB 2, AB 571, SB 167, AB 678, AB 1515 from 2017; and (2) SB 655 from 2015.

[ii] This percentage pulled from the *Five-Year Consolidated Plan* might be currently lower based on recent changes in D.C.'s housing stock; however, there are conjectures that the percentage still hovers near 90% in the District's more concentrated areas of poverty.

[iii] McDaniel M, et al. *Making Sense of Childhood Asthma: Lessons for Building a Better System of Care*. The Urban Institute, 2014. Available at: https://www.urban.org/sites/default/files/publication/22541/413098-making-sense-of-childhood-asthma-lessons-for-building-a-better-system-of-care.pdf.

[iv] California Association of Code Enforcement Officers and Regional Asthma Management & Prevention (RAMP). *SB 655 (Mitchell) Healthy Housing: Enforcement Authority – Mold* (bill sponsor fact sheet) (2015).

# Memos and Supporting Materials focused on *Food Insecurity*: Alaska, *Anchorage*

Key Point of Contact: Cara Durr
**cdurr@foodbankofalaska.org**

**Food Insecurity Screening in Clinical Settings.**
Provide assistance with adopting organizational and/or system-wide policies for food insecurity screening, with a specific focus on:
(1) Outcomes and best practices for referrals provided through the screening process; (2) Detailed materials that answer the "then what" question.

**State-level Funding Mechanisms Related to Food Insecurity.**
The team requests resources that identify (1) state-level policies that address food insecurity; and (2) how states have expanded Medicaid coverage to address food insecurity.

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Moving Health Care Upstream

Innovating. Improving.
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## MEMORANDUM

To: The Alaska team within Moving Health Care Upstream's Food Insecurity-Focused Policy Learning Lab- c/o Cara Durr, Director of Public Engagement, Food Bank of Alaska and Sarra Khlifi, Manager, Alaska Food Coalition

From: Kate Blackburn, Senior Program & Policy Analyst for Moving Health Care Upstream; Nemours Children's Health System

CC: Gillian Feldmeth, Special Projects Team Manager; Feed1st by the Lindau Lab at the University of Chicago
Manel Kappagoda, Senior Staff Attorney and Project Director; ChangeLab Solutions

Subject: Requested Research and Technical Assistance related to Food Insecurity

Date: December 11, 2017

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The Alaska team within Moving Health Care Upstream's food insecurity-focused Policy Learning Lab requested research and technical assistance in the areas outlined below. This memorandum is intended to provide actionable information for each item. The team is welcome and encouraged to follow up with Moving Health Care Upstream if there are additional questions and requests.

1. The team requests assistance with adopting organizational and/or system-wide policies for food insecurity screening.
2. Interested in any resources on outcomes and best practices for referrals for the screener process. Anything that answers the "then what" question
3. The team requests resources that identify (a) state-level policies that address food insecurity, and (b) how states have expanded Medicaid coverage to address food insecurity.

1. **The team requests assistance with adopting organizational and/or system-wide policies for food insecurity screening.**
2. **Interested in any resources on outcomes and best practices for referrals for the screener process. Anything that answers the "then what" question.**

- For Items #1 and #2, please see the attached memo prepared by Gillian Feldmeth, of Feed1st by the Lindau Lab at the University of Chicago.
- Resources of value as you make the case to current and potential stakeholder in your work:
    - The *Food Is Medicine Advocacy Toolkit*, available at: https://www.chlpi.org//wp-content/uploads/2014/01/Food-is-Medicine-Advocacy-Toolkit-Oct-2015.pdf?pdf=advocacy-toolkit
    - *Slides from Meeting #3 of the Policy Learning Lab* included an array of information on data sources to make your case, as well as information on how to build a compelling messaging campaign. Slides can be accessed at: https://drive.google.com/open?id=1zBu3MRlMO51VwSYgynSM0xR5sADapp87
- This memo provides a list of resources tailored to the specific request of the team. In addition to the resources we have selected for your team, you may wish to review the Policy Learning Lab resource directory, available at: https://drive.google.com/open?id=0BxnrqJeEWPSJajlpaVI2V1otaHc

3. **The team requests resources that identify (a) state-level policies that address food insecurity, and (b) how states have expanded Medicaid coverage to address food insecurity.**

A special session addressing this topic was originally planned for November 2017. We are re-scheduling it for January 2018. Resources of interest in the interim include:

- The Moving Health Care Upstream website contains a feature called *Medicaid Pathways to Prevention*. The feature incudes a comprehensive summary of Medicaid authorities for prevention, which can include food access / food insecurity work. It also includes a matrix that describes the categories of prevention initiatives, their associated authorities under current law, examples of implementation in different states, and hypothetical examples of potential pathways to prevention.

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- The State Health and Value Strategies initiative is worth following for information on this topic. They have an e-newsletter. https://www.statenetwork.org/about/state-health-and-value-strategies/
- The Center for Health Care Strategies is also worth following. Their work in Population Health and Prevention is of particular interest. They also have an e-newsletter. https://www.chcs.org/topics/population-health-prevention/

Feed1st
by the Lindau Laboratory
at the University of Chicago

5841 S. Maryland Ave.
Chicago, IL 60637
info@feed1st.org
www.feed1st.org

**MEMORANDUM**

To: Seattle, Alaska and Atlanta teams

From: Gillian Feldmeth, Feed1st by the Lindau Lab at the University of Chicago

CC: Kate Blackburn, Senior Program & Policy Analyst for Moving Health Care Upstream; Nemours Children's Health System

Manel Kappagoda, Senior Staff Attorney and Project Director; ChangeLab Solutions

Subject: Resources and tools to support screening for food insecurity

Date: December 6, 2017

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This memorandum provides (1) an overview of some of the many existing resources and tools to support screening for food insecurity in the health care setting, and (2) examples of health-related outcomes considered by existing food insecurity interventions.

The content of this memorandum is provided for informational purposes and should not be considered a comprehensive summary of the vast literature on the topic of food insecurity. As a reminder, there are several existing food insecurity screening tools, including, but not limited to:

- United States Department of Agriculture (USDA) Adult Food Security Module
  *Reference:* https://www.ers.usda.gov/topics/food-nutrition-assistance/food-security-in-the-us/survey-tools/

- Children's HealthWatch Hunger Vital Sign (HVS)™
  *Reference*: http://childrenshealthwatch.org/public-policy/hunger-vital-sign/

- American Academy of Pediatrics HVS-adapted
  *Reference:* http://pediatrics.aappublications.org/content/136/5/e1431

- Accountable Health Communities HVS-adapted
  *Reference:* Billioux A, Verlander K et al. Standardized screening for health-related social needs in clinical settings. *National Academy of Medicine.* May 2017. https://nam.edu/wp-content/uploads/2017/05/Standardized-Screening-for-Health-Related-Social-Needs-in-Clinical-Settings.pdf

As shared previously, Feed1st would encourage teams to be mindful of the sensitivity and specificity of screening tools. In a recent study published in *the American Journal of Public Health*, our team found that in an urban population with a high prevalence of food insecurity, the HVS-adapted tool recommended by the AAP lacked sensitivity, failing to detect more than a

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5841 S. Maryland Ave.
Chicago, IL 60637
info@feed1st.org
www.feed1st.org

quart of individuals with food insecurity. *Reference:* Makelarski JA et al. Diagnostic accuracy of two food insecurity screeners recommended for use in health care settings. *Am J Public Health.* 2017.

**OVERVIEW OF EXISTING RESOURCES TO SUPPORT FOOD INSECURITY SCREENING**

*Note: these resources are intended to serve as a starting point. The literature on food insecurity interventions is large and constantly growing. Some of these resources can be used to stay up to date on emerging evidence in the field.*

**Resource:** Pooler J. Levin M. et al. Implementing Food Security Screening and Referral for Older Patients in Primary Care: A Resource Guide and Toolkit. November 2016 https://www.aarp.org/content/dam/aarp/aarp_foundation/2016-pdfs/FoodSecurityScreening.pdf

**Organization:** The American Association for Retired Persons (AARP)

**Summary:** This resource guide focuses on challenges and opportunities of integrating food insecurity screening and referrals in the health care setting for older adult populations. Figure 4 (page 14) features five considerations for health systems planning to implement food insecurity screening. These considerations are described in detail on the subsequent pages and include: champions and advocates, organizational commitment, community partners, modifications to the EMR and HIPAA compliance.

**Resource:** Health Research & Educational Trust. (2017, June). Social determinants of health series: Food insecurity and the role of hospitals. Chicago, IL: Health Research & Educational Trust. http://www.hpoe.org/Reports-HPOE/2017/determinants-health-food-insecurity-role-of-hospitals.pdf

**Organization:** The American Hospital Association

**Summary:** This report provides a nice overview on the impact of food insecurity and the various roles that hospitals can play. Some of the strategic considerations outlined may be helpful in making the argument to leadership about the importance of addressing food insecurity (Clinical and nonclinical benefits, page 9). This report also provides three case studies of health care organizations that have implemented food insecurity solutions (Arkansas Children's Hospital, Boston Medical Center and Eskenazi Health in Indianapolis, IN).

**Resource:** Rottapel R, Sheward R. The Hunger Vital Sign™: Best practices for screening and intervening to alleviate food insecurity. Boston, MA: Children's Health Watch; 2016: http://childrenshealthwatch.org/wp-content/uploads/CHW_HVS_whitepaper_FINAL.pdf

**Organization:** Children's HealthWatch

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5841 S. Maryland Ave.
Chicago, IL 60637
info@feed1st.org
www.feed1st.org

**Summary:** This white paper presents results from an online survey and interviews with professionals using the HVS tool. Of particular interest might be the "Reflections" results (pages 7-8) which includes successes, challenges, lessons learned and future goals. The Children's HealthWatch website also provides links to peer-reviewed journal articles and research/policy briefs that include the HVS tool: http://childrenshealthwatch.org/public-policy/hunger-vital-sign/

The HVS team hosts quarterly Hunger Vital Sign™ National Community of Practice (CoP) virtual meetings to share leading best practices and data on food insecurity screening and intervention activities. These meetings are a great way to stay up to date on developments in the field. Contact: richard.sheward@bmc.org

**Resource:** Ashbrook A, Hartline-Grafton H et al. Addressing Food Insecurity: A toolkit for pediatricians. Food Research & Action Center and American Academy of Pediatrics. February 2017. http://childrenshealthwatch.org/wp-content/uploads/frac-aap-toolkit.pdf

**Organization:** Food Research and Action Council (FRAC) and the AAP

**Summary:** As previously discussed in the Policy Learning Labs, FRAC has excellent resources for supporting efforts to address food insecurity. This toolkit for pediatricians includes information on considerations for food insecurity screening, connecting families with food support resources and supporting national and local policies related to food security. The resources to support advocacy efforts (pages 36-38) may be of particular interest to identified institutional 'champions.'

**Resource:** Torres J, De Marchis E, Fichtenberg C, Gottlieb L. Identifying Food Insecurity in Health Care Settings: A Review of the Evidence. 2017. San Francisco, CA: Social Interventions Research & Evaluation Network.
https://sirenetwork.ucsf.edu/sites/sirenetwork.ucsf.edu/files/SIREN_FoodInsecurity_Brief.pdf

**Organization:** Social Interventions Research & Evaluation Network (SIREN)

**Summary:** As described in the executive summary, this report summarizes research evidence (2000-2017) on screening for food insecurity in the health care setting. The findings are divided into three major sections: 1) measurement (validity of available tools), 2) acceptability (patient and/or patient caregiver and care provider), and 3) implementation (time, uptake).

The SIREN website is a useful resource for accessing articles, reports and commentaries on healthcare-based interventions to address socioeconomic needs, including food insecurity. In the evidence library, one can filter by social determinant of health ("food/hunger").

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5841 S. Maryland Ave.
Chicago, IL 60637
info@feed1st.org
www.feed1st.org

**EXAMPLES OF HEALTH-RELATED OUTCOMES INCLUDED IN FOOD INSECURITY INTERVENTIONS**

*Note – the healthcare utilization measures* may be of particular value when making the "beyond the moral" argument to administrative leadership.*

- HbA1c levels
  - Example: Seligman HK et al. A pilot food bank intervention featuring diabetes-appropriate food improved glycemic control among clients in three states. *Health Affairs.* 2015. https://www.ncbi.nlm.nih.gov/pubmed/26526255
- Self-reported health status, blood pressure, blood glucose level
  - Example: Morales ME et al. Food insecurity and cardiovascular health in pregnant women: results from the food for families program, Chelsea, Massachusetts, 2013-2015. *Preventing Chronic Disease: CDC.* 2017. https://www.cdc.gov/pcd/issues/2016/16_0212.htm
- Medication adherence
  - Example: Seligman HK et al. A pilot food bank intervention featuring diabetes-appropriate food improved glycemic control among clients in three states. *Health Affairs.* 2015. https://www.ncbi.nlm.nih.gov/pubmed/26526255
- Health-related quality of life
  - Example: Roncarolo F et al. Short-term effects of traditional and alternative community interventions to address food insecurity. *PLoS ONE.* 2016. http://journals.plos.org/plosone/article?id=10.1371/journal.pone.0150250
- Readmission rates*
  - Example: "Eskanazi Health hopes to recuce its current 22 percent readmission rate to 8 percent through its partnership with Meals on Wheels http://www.hpoe.org/Reports-HPOE/2017/determinants-health-food-insecurity-role-of-hospitals.pdf
- Emergency department utilization*
  - Example: Beck AG et al. Forging a pediatric primary care – community partnership to support food-insecure families. *Pediatrics* 2015. http://pediatrics.aappublications.org/content/pediatrics/134/2/e564.full.pdf
- Total health expenditures*
  - Example: Berkowitz SA et al. Supplemental Nutrition Assistance Program (SNAP) participation and health care expenditures among low-income adults. *JAMA Internal Medicine.* November 2017. https://jamanetwork.com/journals/jamainternalmedicine/fullarticle/2653910
- Pediatric preventive care service completion*
  - Example: Beck AG et al. Forging a pediatric primary care – community partnership to support food-insecure families. *Pediatrics* 2015. http://pediatrics.aappublications.org/content/pediatrics/134/2/e564.full.pdf
- Fruit and vegetable consumption

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5841 S. Maryland Ave.
Chicago, IL 60637
info@feed1st.org
www.feed1st.org

- Example: Martin KS et al. A novel food pantry program: food security, self-sufficiency and diet-quality outcomes. *Am J Prev Med.* 2013. https://www.ncbi.nlm.nih.gov/pubmed/24139769

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# Memos and Supporting Materials focused on *Food Insecurity*: Los Angeles, *California*

Key Points of Contact: Fatinah Darwish
**fdarwish@ph.lacounty.gov**

**SNAP-Ed Support for Food Insecurity Initiatives.**
Provide examples of any health care-based food insecurity screening-and-referral initiatives outside of Los Angeles County that have received funding through the Nutrition Education and Obesity Prevention Grant Program (SNAP-Ed) to support their work.

**Public Benefits and Undocumented Residents in California.**
Summary of public benefits that undocumented people can access to help them address food insecurity.

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Oakland, CA 94612
510.302.3380
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## MEMORANDUM

To: c/o Fatinah Darwish, Program Manager, LA County Department of Public Health
Los Angeles Food Insecurity Team, Nemours Learning Labs

From: Katie Michel, JD, ChangeLab Solutions
CC: Manel Kappagoda, JD, MPH, ChangeLab Solutions
Kate Blackburn, Senior Program & Policy Analyst, Nemours

Subject: Leveraging SNAP-Ed funding to support health care-based food insecurity screening-and-referral programs.

Date: November 8, 2017

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This memorandum addresses whether any health care-based food insecurity screening-and-referral initiatives outside of Los Angeles County have received funding available through the Nutrition Education and Obesity Prevention Grant Program (SNAP-Ed) (7 U.S.C. § 2036a) to support their work.

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## Research Process

We employed the following strategies to determine whether any existing screening-and-referral programs have received SNAP-Ed funding or are otherwise supported by SNAP-Ed.

1) We searched for interventions on the SNAP-Ed Toolkit using the following criteria: "healthy eating" (target behavior), "food insecurity/food assistance" (target behavior), "health care" (setting), and "changes-medium term" (evaluation indicators, all boxes checked).
2) We searched for the terms "screen" and "referral" in State-level SNAP-Ed documents, including the FFY 2017-2019 California State Plan and Annual Report, FFY 2016.
3) We reached out to contacts at the California Department of Public Health, County of San Diego Health & Human Services Agency, California Association of Food Banks, and the SF-Marin Food Bank.
4) We scanned relevant reports and articles from industry leaders, including California Food Policy Advocates, the San Diego Hunger Coalition, and the Center for Health Law & Policy Innovation at Harvard Law School.
5) We conducted online searches using various combinations of the following terms: "SNAP," "SNAP-Ed," "grant," "fund," "contract," "clinic," "hospital," "community," "Rx," "food," "insecurity," "screening," "food bank," "food pantry," "food assistance," and "champions for change."

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## Existing Programs Using SNAP-Ed Funds to Improve Food Security

Based on our research, it appears that SNAP-Ed is not widely used to support health care-based food insecurity screening-and-referral programs, or, if it is being used for such programs, information about those efforts is not widely-known or publicized. As further described below, however, there are a limited number of groups in California and elsewhere that have received SNAP-Ed support—either in the form of direct funding or technical assistance—to establish screening-and-referral programs or other types of food insecurity interventions linking clinics and communities. Additionally, in their SNAP-Ed work plans for FFY 2017-2019, local health departments in Contra Costa and Merced Counties included goals to expand screening-and-referral programs, suggesting that using SNAP-Ed to support this type of intervention is an emerging strategy.

**SNAP-Ed Community Partnership Funding: Food Insecurity Screening in Minnesota**

The University of Minnesota Extension is one of eight local implementing agencies delivering SNAP-Ed services in that state. In 2016, Extension's SNAP-Ed Community Partnership Funding Program awarded the Minnesota Chapter of the American Academy of Pediatrics (MNAAP) a grant to educate pediatric care providers about food insecurity screening and assist those providers in implementing referrals to SNAP-Ed and related community resources. Through the grant, MNAAP worked with four clinics serving a high number of SNAP-eligible patients, including Partners in Pediatrics, Hennepin County Medical Center, Park Nicollet Clinic, and Creekside Clinic. In addition to helping the clinics implement screening-and-referral programs, MNAAP provided financial support for clinic-based healthy eating classes led by SNAP-Ed staff members.

For more information, see:

- MNAAP Newsletter: MN Clinics Screening for Food Insecurity. MNAAAP website. http://mnaap.org/newsletter/mn-clinics-screening-for-food-insecurity/. Published November 1, 2016. Accessed November 1, 2017.
- Carbrey E. Partnership with Pediatric Clinics Supports Food Security. University of Minnesota Extension website. http://blog-family-matters.extension.umn.edu/2016/07/partnership-with-pediatric-clinics.html. Published July 28, 2016. Accessed November 1, 2017.
- Johnson R. Launching the SNAP-Ed Community Partnership Funding. University of Minnesota Extension website. http://blog-family-matters.extension.umn.edu/2015/05/launching-snap-ed-community-partnership.html. Published May 15, 2015. Accessed November 1, 2017.
- Slide deck: Food Insecurity Screening Next Steps. AAP Hot Topics, May 20, 2016. http://mnaap.org/pdf/1605annualmeetingFoodInsecurity3.pdf.

**Champion Provider Fellowship: Technical Support for Food Insecurity Screening Projects**

In 2014, the California Department of Public Health, Nutrition Education Obesity Prevention Branch (a SNAP-Ed implementing agency), and the University of California, San Francisco, launched the Champion Provider Fellowship "to empower, train and support healthcare providers to use their expertise and respected voices to improve the health of communities through local policy, systems and environmental changes." The Fellowship, which is funded in part by SNAP-Ed, provides training and education on a wide range of topics including food insecurity; connects providers with their local health departments and community based organizations to work collaboratively on solutions to address obesity and related chronic diseases; and provides ongoing technical assistance and facilitation of a supportive network of health care professionals committed to making change in their communities.

Although the Champion Provider Fellowship does not provide direct funding for food insecurity screening projects, the following examples from San Diego and Contra Costa Counties demonstrate how this SNAP-Ed program indirectly furthers such initiatives.

*San Diego County*
Dr. Pat Cantrell, a San Diego County pediatrician and one of the first Champion Provider Fellows, launched a pilot program in 2017 (described in the Champion Provider fact sheet attached to this memorandum) "where all patients at the 12 Kaiser Permanente clinics in the county will be automatically screened for hunger and referred to needed resources. As part of the program, San Diego 2-1-1 will also screen for all of the social determinants of health in addition to hunger." Dr. Cantrell is now "helping Champion Provider Fellows in other California counties with hunger screening tools" and project replication.

*Contra Costa County*
In their three year integrated work plan for FFY 2017-2019 (included in California's SNAP-Ed State Plan beginning at page 1308), Contra Costa Health Services and Contra Costa County Area Agency on Aging (the SNAP-Ed local implementing agencies), set forth goals to expand food insecurity screening-and-referral programs working in partnership with Champion Providers. Specifically, the Plan states that the agencies will work with Champion and other local health department clinical providers to "develop and implement a referral system for SNAP-Ed eligible families to the Health Leads Program Advocates." As described in the Plan, "Health Leads is a clinical program that works with clinicians to screen low-income households most impacted by health disparities to improve their health outcomes. Once a patient has been identified as being in need, Health Leads Advocates will provide them with assistance in meeting basic needs such as having enough food to eat, or finding employment. Health Leads is currently being piloted at one SNAP-Ed qualifying clinic in Contra Costa and it is expected to increase the number of clinics participating in the program annually until all clinics have access to this resource."

For more information about the current Champion Provider Fellowship participants in Contra Costa County, see http://champion.ucsf.edu/champions-roster.

For more information about Health Leads Advocates and its pilot project with Contra Costa Regional Medical Center, West County Health Center, see:

- Health Leads at West County Health Center. Contra Costa Health Services website. https://cchealth.org/centers/health-leads.php. Accessed November 1, 2017. (Noting that the partnership is supported by a grant from the Kaiser Community Benefit Fund.)
- Bay Area. Health Leads website. https://healthleadsusa.org/location/bay-area/. Accessed November 1, 2017.

**Healthy Cities, Healthy Residents and CX3 Projects Linking Clinic-to-Community in San Diego County**
As noted above, there are few available examples of clinics that have received direct financial support from SNAP-Ed to implement food insecurity screening programs. The County of San Diego Health and Human Services Agency, Nutrition Education and Obesity Prevention Program, however, has used its SNAP-Ed funding to support other types of food insecurity interventions involving both health care and community partners.

Specifically, beginning in 2012, the Agency partnered with the Vista Community Clinic to implement a Communities of Excellence in Nutrition, Physical Activity, and Obesity Prevention (CX3) project in the North Coastal region of the County. The project engaged Poder Popular, a group of monolingual Latino

residents, who conducted an assessment of nutrition resources in the Bobier neighborhood of Vista. Based on the data the group gathered, they identified strategies to improve Bobier's nutrition environment, and they are "currently working on implementing a community garden and assessing the feasibility of retail store conversions." (For more information, see the Bobier Neighborhood fact sheet attached to this memorandum.)

More recently, in 2016, the Agency launched a project called Healthy Cities, Healthy Residents, which provides SNAP-Ed funding to three community-based organizations—Vista Community Clinic, International Rescue Committee, and Environmental Health Coalition—to increase their capacity to advance local policies and implement environmental changes that support healthy food systems and active transportation or active living. (For more information, see the Healthy Cities, Healthy Residents fact sheet attached to this memorandum.)

**Merced County Pilot Screening-and-Referral Program for Nutrition Classes**
Merced County's three year integrated work plan for FFY 2017-2019 (included in California's SNAP-Ed State Plan beginning at page 2815) states that the local health department is "collaborating with another MCDPH grant to pilot a referral system to SNAP-Ed nutrition classes from a community clinic. If this is successful, the LHD will expand this system to other clinics."

## Conclusion

This memorandum provides examples of several ways that SNAP-Ed funding has been leveraged to support—either directly through grant making or indirectly by providing technical support—health care-based food insecurity screening-and-referral programs and other types of initiatives linking clinics and community partners to address food insecurity. Overall, it appears that the number of state and local SNAP-Ed programs allocating resources to support this type of intervention is limited.

**Attachments:**

- Champion Provider Fellowship: Healthcare Provider Success Story (Fact Sheet)
- CX3: Neighborhood Analysis-Bobier Neighborhood (Fact Sheet)
- Healthy Cities, Healthy Residents (Fact Sheet)

# WORKING TIRELESSLY TO END *HUNGER*

## HEALTHCARE PROVIDER SUCCESS STORY

Five years ago when Dr. Pat Cantrell was invited to give a lecture about food insecurity at a community planning conference, she said, "Honestly, it made me realize I didn't know much about hunger. When you see someone who is overweight you don't think they need food."

Later when Dr. Cantrell asked the mother of one of her patients if he was eating fruits and vegetables, she replied that fresh produce was too expensive. The mother didn't realize that her family qualified for food assistance. Dr. Cantrell got on the phone, dialed 2-1-1, a robust referral system in San Diego, and asked for a Spanish translator. In short order the family was signed up for CalFresh benefits.

This experience made Dr. Cantrell ask herself, "How many patients am I missing? Waiting for patients to tell me that they are having trouble buying healthy food isn't the answer."

Realizing that if she didn't know about the prevalence of hunger and the connection between food insecurity and obesity, other doctors probably didn't either. Dr. Cantrell began educating everyone from hospital administrators to physician assistants about how to recognize the problem and what to do to help.

Today, Dr. Cantrell is spearheading a movement to end hunger in San Diego County. She developed the San Diego Food Insecurity Coalition in partnership with the San Diego Chapter of the American Academy of Pediatrics, Hunger Coalition, San Diego Food Bank, San Diego Chapter of the California Medical Association and 2-1-1. Dr. Cantrell also started a pilot program in September 2017 where all patients at the 12 Kaiser Permanente clinics in the county will be automatically screened for hunger and referred to needed resources. As part of the program, San Diego 2-1-1 will also screen for all of the social determinants of health in addition to hunger. According to Dr. Cantrell, "there's a disconnect between available services and the people who need them. We are the bridge to make sure all services are utilized."

> "The Champion Provider Fellowship made me realize that change isn't going to happen until somebody does it. I can be that somebody."
>
> *Dr. Pat Cantrell, San Diego County Pediatrician*

As president of the San Diego Chapter of the American Academy of Pediatrics (AAP), she is reaching out to all of the pediatric medical groups and pediatricians throughout the county and beyond. She's helping Champion Provider Fellows in other California counties with hunger screening tools, and doctors in Texas and Colorado have contacted her wanting to replicate the hunger screening and referral project.

*The Champion Provider Fellowship empowers, trains and supports doctors and dentists to use their expertise and respected voices to improve the health of communities through local policy, systems and environmental changes.*

**Learn more at championprovider.ucsf.edu**

Funded, in part, by USDA SNAP-Ed, an equal opportunity provider and employer. Photo by Kelly Sikkema.

CHAMPION PROVIDER FELLOWSHIP

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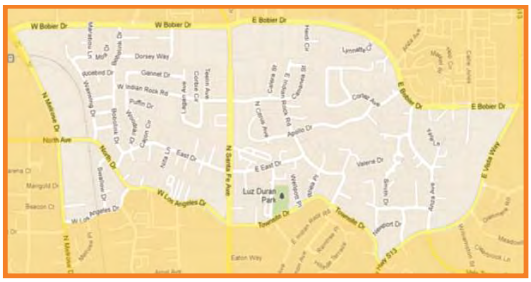
NEIGHBORHOOD ANALYSIS

# Bobier Neighborhood

## Vista, CA

CX³ *Communities of Excellence in Nutrition, Physical Activity and Obesity Prevention*

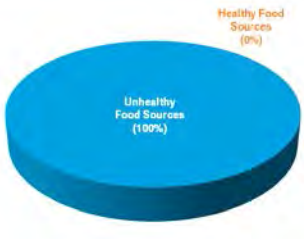
### CX³ –VISTA COMMUNITY CLINIC



Communities all over the State are working to address key nutrition issues shaping the health of their residents. The County of San Diego Health and Human Services Agency, in partnership with Vista Community Clinic, participated in *CX³* to assess neighborhoods in relation to a variety of healthy nutrition and physical activity benchmarks. The project's goal is to empower communities to work together to improve their neighborhoods to become healthier places to live, work, and play.

### RATIO OF HIGH FAT/SUGAR FOOD SOURCES TO HEALTHY FOOD SOURCES IN BOBIER*

*High fat/sugar food sources include fast-food outlets and convenience stores. Healthy food sources include supermarkets or large grocery stores and farmers markets.




### SNAPSHOT OF BOBIER

*Census Tracts # 6073019404, 607301926*

- 9,397 population
- 55 percent of people living in poverty (at or below 185 percent federal poverty level)
- 56.2 percent of adults in the North Coastal Region overweight or obese (*compared to 55 percent of adults in San Diego County*)
- 1 school in the Bobier area
- 0 parks and playgrounds in the Bobier area
- 33 percent of population living within a half mile of a supermarket or large grocery store
- 1/1 proportion of supermarkets or large grocery stores with convenient public transit
- 1 supermarket or large grocery store
- 0 farmers markets
- 4 small markets and other food stores
- 2 convenience stores
- 3 fast-food outlets

### BOBIER NUTRITION INDICATOR PERFORMANCE

Residents in Vista conducted an audit of nutrition resources in the Bobier neighborhood, June 2 – 9, 2012.

Using Geographic Information Systems software, interviews, and observation surveys, health officials and volunteers examined factors to determine access to healthy foods and physical activity. The data provides a realistic picture of areas in need of improvement and offers residents, merchants, decision makers, health advocates, and neighborhood groups a focal point as they work to build a healthier community.

#### *What Did We Find?*

**Total Neighborhood Food Store Quality**

What percent of local stores offer healthy, affordable foods? Are those stores easily and safely accessible to neighborhood residents?

**0% meet standards**

**Fast Food**

What type of marketing and presence do fast-food outlets have near local schools, parks and playgrounds? What percent offer and promote healthy food options and limit unhealthy food marketing practices?

**0% meet standards**

***We all – community organizations, businesses, schools, faith groups, neighbors, and local government – can play a role in improving our community.***

**Get involved today:**
**Contact Anita Walia at**
**Anita.Walia@sdcounty.ca.gov**
**or call (760) 740-4266**

For CalFresh information, call 1-877-847-3663. Funded by USDA SNAP-Ed, an equal opportunity provider and employer.
Visit www.cachampionsforchange.net for healthy tips. •California Department of Public Health

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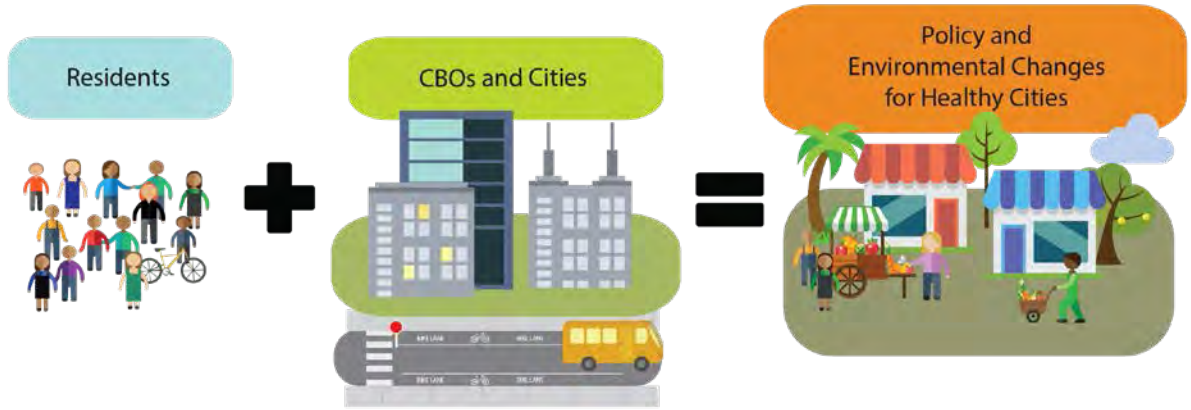
# Healthy Cities, Healthy Residents

Program Overview




The Healthy Cities, Healthy Residents (HCHR) project seeks to create healthy communities by supporting community-based organizations (CBOs), residents, and cities in working together to advance healthy and equitable planning, policies, and neighborhood environments. HCHR is a project of *Live Well San Diego*: Healthy Works, which is a collection of programs and interventions that advance the *Live Well San Diego* vision by addressing chronic disease and promoting health equity in San Diego County.

## Project Goals

- Increased CBO capacity to advance policies and implement environmental changes
- Adoption of city policies and environments that prioritize health

## Policy Priorities

Advance city policies in each of the following areas:

- Healthy food systems
- Active transportation or active living

## No-Cost County Resources to Support CBOs and Partnering Cities

Technical experts to support:

- Active transportation planning and policy development
- Food systems/agriculture planning and policy development
- Placemaking and tactical urbanism

Health and Human Services Agency staff technical expertise in public health and health equity.

## Current Partners

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# HCHR Project Timeline

The three current partners, Environmental Health Coalition, International Rescue Committee, and Vista Community Clinic, are performing key activities and reaching project milestones in their communities following the estimated timeline below.

## Capacity Building

**March 2017 – September 2017**

- Recruit and train residents using Resident Leadership Academy curriculum
- Build coalition
- Provide training and technical assistance for active transportation, food systems, placemaking, and media advocacy

## Prioritize Goals

**October 2017 – December 2017**

- Build relationships with stakeholders and expand coalition
- Conduct needs assessment and prioritize policies
- Build policy alliances
- Build community support

## Healthy City Planning

**January 2018 – August 2019**

- Develop active transportation plans
- Develop food policy language
- Identify environmental change

## Adoption and Implementation

**By September 2019**

- Policy adoption
- Environmental change implementation

This project supports *Live Well San Diego*, the County's vision of a region that is Building Better Health, Living Safely, and Thriving. For CalFresh information, call 2-1-1. Funded by USDA SNAP-Ed, an equal opportunity provider and employer. Visit www.CaChampionsForChange.net for healthy tips.

COUNTY OF SAN DIEGO HHSA HEALTH AND HUMAN SERVICES AGENCY

LIVE WELL SAN DIEGO LIVEWELLSD.ORG

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Oakland, CA 94612
510.302.3380
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# MEMORANDUM

To: c/o Fatinah Darwish, Program Manager, LA County Department of Public Health, Los Angeles Food Insecurity Team, Nemours Learning Labs

From: Cesar De La Vega, JD, ChangeLab Solutions
CC: Manel Kappagoda, JD, MPH, ChangeLab Solutions
Kate Blackburn, Senior Program & Policy Analyst, Nemours

Subject: Public benefits accessible to undocumented immigrants living in Los Angeles County to help address food insecurity issues

Date: November 8, 2017

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The following memo provides an overview of the public benefits accessible to undocumented immigrants living in Los Angeles County to help address food insecurity issues. The content in this memo is provided for information purposes only and does not constitute legal advice. ChangeLab Solutions does not enter into attorney-client relationships.

## Research Process

This information was compiled through a review of state- and local-level government agency websites for information on eligibility requirements for various public benefit programs, including the following: the California Department of Social Services; the Los Angeles Department of Public Social Services; the California Department of Public Health; and the California Department of Education. We consulted resources put together by the National Immigration Law Center ("NILC") for information about eligibility and other rules governing immigrants' access to federal and state economic support programs, including food and nutrition programs. We also spoke with NILC and the California Immigrant Policy Center ("CIPC").

The research findings are broken out into two main sections: (1) an overview of the major benefits programs available to undocumented immigrants living in Los Angeles to address food insecurity; and (2) addressing undocumented parents' concerns about applying for CalFresh or CalWORKS for their eligible children.

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## Overview of the Major Benefits Programs Available to Undocumented Immigrants Living in Los Angeles County

This section summarizes the major benefit programs available to undocumented immigrants living in Los Angeles County to help address food insecurity issues. The summary was excerpted from NILC's fantastic resource "Major Benefit Programs Available to Immigrants in California" (last updated May 2017) and refined through conversations with NILC and CIPC.

1. Undocumented immigrants living in Los Angeles County **are eligible** for the following child nutrition programs that can be used to help address food insecurity issues:
    a. Women, Infants, and Children ("WIC")
    b. School Lunch & Breakfast programs
    c. Summer Food Service Programs

2. Undocumented immigrants living in Los Angeles County **are not eligible** for the following public benefit programs that can be used to help address food insecurity issues:
    a. Supplemental Security Income & State Supplemental Payment ("SSI"/"SSP")
    b. Cash Assistance Program for Immigrants ("CAPI")
    c. California Food Assistance Program ("CFAP")

3. Undocumented immigrants living in Los Angeles County **are not eligible** for the following public benefit programs that can be used to help address food insecurity issues; **however, the children of undocumented immigrants are eligible if** they are U.S. citizens, "qualified immigrants", or survivors of trafficking or other serious crimes:
    a. CalFresh
    b. CalWORKS

The U.S. Department of Agriculture issued a specific directive to local agencies on the subject of SNAP benefits and immigration status. Published March 24, 2017, the guidance document "SNAP Policy on Non-Citizen Eligibility" provides a list of non-citizens eligible for SNAP with no waiting period. https://www.fns.usda.gov/snap/snap-policy-non-citizen-eligibility.

## Addressing Undocumented Parents' Concerns About Applying for CalFresh or CalWORKS for their Eligible Children

Eligible immigrants are choosing not to apply for food benefits due to the Trump administration's immigration policies. As recounted in a recent Washington Post article, it is not uncommon for undocumented immigrants to live in "mixed eligibility" households. Often in these households, undocumented parents apply for assistance on behalf of their citizen children. NILC's resource "Immigrant Eligibility for Food Stamps in California" provided the following guidance regarding an undocumented parent who applies for CalFresh (also applicable for CalWORKS) on behalf of their eligible children:

1. "If you are not seeking [benefits] for yourself, you do not need to give information about your immigration status, and should not present a false or invalid Social Security Number."
2. "You [can] tell [the benefits agency] that you are not trying to get benefits for yourself, and [if asked] that you are not a "qualified" or "eligible" immigrant. "Not qualified" or "not eligible" is not the same as undocumented."

NILC shared that the state agency is only supposed to collect information that is necessary to determine your (or your child's) eligibility for benefits or to administer the program, and that applicants should avoid providing any false or misleading information.

Finally, NILC noted that as of November 2, 2017—the day NILC spoke with ChangeLab Solutions—the law had not changed since President Trump took office.

RESOURCE

NILC released a publication on March 22, 2017 on the topic of immigrants being targeted at benefits offices. The publication, "Trump's Executive Orders and Immigrants' Access to Health, Food, and Other Public Programs: Things to Keep in Mind When Talking with Immigrants," is intended to clarify "what has and has not changed with respect to the rules and policies that affect immigrants' access to health, nutrition, and other critical programs." NILC put together the publication after they heard many reports of immigrant families unenrolling from critical programs and services they or their U.S. citizen children need— such as treatment for serious illnesses— out of fear and undermined trust in government programs created by the President's actions on immigration. https://www.nilc.org/issues/health-care/exec-orders-and-access-to-public-programs/.

## Conclusion

This memo aims to help the Los Angeles Policy Learning Lab team understand the various public benefits undocumented immigrants living in Los Angeles County can access to address food insecurity issues. The memo provides the following: (1) an overview of the major benefit programs available to undocumented immigrants living in Los Angeles County to help address food insecurity issues; (2) and clarification regarding undocumented parents' concerns about applying for CalFresh or CalWORKS for their eligible children.

As a next step, the team may want to consider (if they haven't already) connecting with the L.A. County Department of Public and Social Services ("DPSS") to discuss opportunities to promote enhanced coordination between LACDPH and DPSS to address food security issues for undocumented populations going forward.

# Memos and Supporting Materials focused on *Food Insecurity*: San Diego County, *California*

Key Points of Contact: Elly Brown–
**elly@sdfsa.org**

**SNAP's Restaurant Meals Program (RMP).**
Provide information to make the case for county- or state-level policies that facilitate the use of restaurant meals program (RMP) benefits at food establishments that offer healthy, affordable, culturally appropriate, and accessible options.

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2201 Broadway, Suite 502
Oakland, CA 94612
510.302.3380
changelabsolutions.org

## MEMORANDUM

To: c/o Elly Brown, Director, San Diego Food System Alliance
San Diego Food Insecurity Team, Nemours Learning Labs

From: Katie Michel, JD, ChangeLab Solutions
CC: Manel Kappagoda, JD, MPH, ChangeLab Solutions
Kate Blackburn, Senior Program & Policy Analyst, Nemours

Subject: Local or state policies that would require or incentivize RMP benefit use at "healthy" food establishments.

Date: November 17, 2017

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The San Diego team is exploring whether there could be a county- or state-level policy that requires or incentivizes the use of restaurant meals program (RMP) benefits at food establishments that offer healthy, affordable, culturally appropriate, and accessible options. The team requested assistance with (1) identifying best strategies for moving this policy work forward given opposition from county SNAP staff to any additional RMP requirements; (2) identifying research on the value of the RMP; and (3) making the case to hospitals and health care organizations for policies to improve the nutritional quality of food available through the RMP. This memorandum attempts to answer each of those questions. We note that the content in this memorandum is for information purposes only and does not constitute legal advice. ChangeLab Solutions does not enter into attorney-client relationships.

## Research Process

We used the following strategies to prepare this memorandum.

1) We researched federal and California state statutes, regulations, and agency guidance documents governing SNAP and the RMP in order to assess (a) whether there are any legal barriers to restricting the use of RMP benefits to particular types of foods or food establishments, and (b) which policy options state and local SNAP staff are most likely to support.

2) We conducted searches for relevant reports, articles, and case studies demonstrating the value of the RMP—and the benefit to hospitals of government food assistance programs generally—on Google, Google Scholar, PubMed, and Westlaw, using terms such as ["restaurant meals program"], ["restaurant meals program" + SNAP], ["restaurant meals program" + "food stamp"], ["restaurant meals program" + healthy], ["restaurant meals program" + "health care"], ["food stamp" + "health care"], ["SNAP" + "health" + "food"], ["hospital" + "food security"], etc.

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# Improving the Nutritional Quality and Diversity of Food Available to RMP Clients

As you know, the RMP is a voluntary component of the Supplemental Nutrition Assistance Program (SNAP) that allows qualifying elderly, disabled, and homeless clients to purchase prepared foods at approved establishments. The following research on the RMP is divided into three sections. First, this memorandum describes the legal framework for the RMP and analyzes which policies to improve the nutritional quality of RMP foods might be most persuasive to SNAP staff given that legal framework. Second, this memorandum collects existing literature on the RMP and its value to target populations. Third and finally, this memorandum collects resources that may help to make the case to hospitals for policies that would improve healthy food access through the RMP.

## 1) Legal Framework for the Restaurant Meals Program

SNAP is a federal program that is implemented by the states. (7 U.S.C. § 2011 et seq.) To participate in SNAP, a state is required to submit a "plan of operation" to the USDA for approval. (7 U.S.C. § 2020(d).) Federal statutes and regulations provide state implementing agencies with various policy options that they can identify in their operation plans so that they can tailor SNAP to meet their unique needs. The RMP is one of those voluntary policy options. Specifically, federal law provides that a state may "elect[] to carry out a program to contract with private establishments to offer meals at concessional prices" to eligible elderly, disabled, and homeless individuals. (7 U.S.C. § 2020(d), (e)(25).)

Despite having been available as a state option since 1977, the RMP has not been widely implemented nationwide. According to a recent fact sheet from the Food Research & Action Center (FRAC), as of 2015, only three states had an RMP in place: Arizona, Rhode Island, and California.[1] In California, unlike other states, SNAP is supervised by the state but administered at the local county-level. (Cal. Welf. & Inst. Code § 18902.) This means that it is up to the counties to choose whether to have an RMP, and only eight of the state's fifty-eight counties have done so: Alameda, Los Angeles, Sacramento, San Diego, San Francisco, San Luis Obispo, Santa Clara, and Santa Cruz. (See Restaurant Meals Program. CDSS website. http://www.cdss.ca.gov/inforesources/CalFresh/Restaurant-Meals-Program.)

Under federal law, if a state elects to implement an RMP, its plan of operation must provide "documentation of a need that eligible homeless, elderly, and disabled clients are underserved in a particular geographic area" and "the manner by which the State agency will limit participation to only those private establishments that the State determines necessary to meet [that] need." (7 U.S.C. § 2020(e)(25)(A).) Further, "no private establishment that contracts with a State agency to offer meals at concessional prices . . . may be authorized to accept and redeem benefits unless the Secretary [of Agriculture] determines that the participation of the private establishment is required to meet a documented need." (7 U.S.C. § 2018(h)(1).)

A private establishment must comply with several additional legal requirements in order to become authorized to participate in the RMP. For example, the establishment must submit an application to the

[1] We could not locate any more current data on national RMP participation. Although the USDA Food & Nutrition Service prepares annual "state options" reports that survey which voluntary or flexible components of SNAP are in use, those reports do not address the RMP. A 2014 report on SNAP from the Congressional Research Service states that Michigan has also implemented an RMP and that Florida and Puerto Rico have pilot programs, but information about those programs was not readily available on state agency websites.

USDA Food & Nutrition Service (FNS) for approval (Form FNS-252-2; *see* 7 U.S.C. § 2018(a)(1); 7 C.F.R. § 278.1(a), (i)); have more than 50 percent of its total sales in food (7 C.F.R. § 278.1(d)(3)); and comply with the federal prohibition on charging sales or meals taxes on SNAP-eligible foods (7 C.F.R. § 282.2(b)).

Additionally, in California, the establishment must enter into a memorandum of understanding (MOU) with the county where it is located. California regulations further state that counties may only contract with restaurants "that serve meals at concessional prices," meaning "meals that cost less than that which would be charged to customers not using food stamp benefits, or . . . discounted meals already offered to certain consumers or advertised special or sale priced meals offered to all consumers." (See CDSS Food Stamp Regulations-General Provisions, http://www.cdss.ca.gov/foodstamps/entres/getinfo/pdf/fsman2.pdf; *see also* 7 C.F.R. § 272.9.) In other words, to be eligible to participate in California's RMP, a restaurant must either (1) sell meals to RMP clients at prices below the prices offered to other consumers; (2) sell discounted meals to certain consumers, including RMP clients; or (3) sell special or sale priced meals to all consumers, including RMP clients.

There are also laws defining what SNAP clients—including RMP participants—may purchase with their benefits. In general, SNAP clients may use their benefits only to purchase "food" from approved "retail food stores." (7 U.S.C. § 2016(b); *see also* 7 U.S.C. § 2013(a).) "Food" is defined broadly as "any food or food product for home consumption *except* alcoholic beverages, tobacco, [and] hot foods or hot food products ready for immediate consumption." (7 U.S.C. § 2012(k) (emphasis added).) For qualifying elderly, disabled, and homeless persons, the definition of "food" also includes "meals prepared by and served in . . . private establishments that contract with the appropriate agency of the State to offer meals for such persons at concessional prices." (7 U.S.C. § 2012(k)(3), (9).) Thus, there is an exception allowing elderly, disabled, and homeless persons to purchase prepared food for immediate consumption from approved private establishments—something that other SNAP clients cannot do.

Federal law does not expressly define what types of "meals" SNAP clients may purchase from approved private establishments or whether states may restrict the use of RMP benefits to only "healthy" food options. As to placing additional restrictions on eligible foods for SNAP clients more generally, however (i.e., not just RMP participants), the FNS has stated, "Since the current definition of food is a specific part of the [Food and Nutrition Act of 2008], *any change to this definition would require action by a member of Congress*." (Emphasis added.) Further, the FNS has made clear that under Congress's existing broad definition of "food," "junk foods" like soft drinks, candy, cookies, snack crackers, and ice cream are SNAP-eligible.

FNS has also issued a report opining that there are "serious problems with the rationale, feasibility and potential effectiveness" of proposals to prohibit SNAP clients from using their benefits to buy foods with limited nutritional value. The report asserts that (1) there are no clear standards for defining individual foods as healthy or unhealthy, (2) implementation of food restrictions would increase program complexity and costs, (3) restrictions may be ineffective in changing SNAP clients' purchases, and (4) the claim that SNAP participation contributes to poor diet quality or obesity is not evidence-based. The report recommends alternative policy options to promote healthy diets, such as incentives to encourage purchases of healthy foods, and increased nutrition education.

For these and other reasons, the FNS has denied waiver requests filed by Minnesota and New York City seeking to impose restrictions on SNAP-eligible foods that do not exist in federal law. Specifically, as described in this report from FRAC, FNS denied Minnesota's 2004 request to prohibit candy and soda purchases with SNAP, and denied New York City's 2010 request to restrict the purchase of certain sugar-sweetened beverages with SNAP. The report states that "[i]nstead of purchasing restrictions, USDA encouraged Minnesota and New York City to focus on nutrition education and promotion efforts to support healthy eating."

Based on our research, it does not appear that any other state or county has sought to impose nutritional restrictions that apply only to *RMP purchases*, rather than to *all SNAP purchases* within the state. Because of the broad definition of food to include "meals prepared by and served in . . . private establishments," and based on FNS guidance advising against restricting SNAP-eligible foods, there is a risk that local efforts to restrict RMP benefit usage to "healthy" food establishments may be preempted—i.e., limited—by federal law. Additional legal research would have to be done, however, to fully explore whether and how preemption considerations may affect such local proposals.

As an alternative to a policy that would prohibit RMP clients from using their benefits for non-nutritious foods or that would prohibit certain types of restaurants from enrolling, the San Diego team could focus on policies that would expand RMP clients' healthy restaurant options. For example, the team could consider a policy that would provide incentives to existing RMP vendors to offer healthier menu items or that would encourage new "healthy" food establishments to enroll. The team could also consider implementing a program that would match the value of RMP benefits when spent on specified "healthy" menu items. That type of approach would be harmonious with FNS guidance on the SNAP program and therefore may be more palatable to local and state SNAP staff. Resources on programs like these, and preemption issues, are provided below.

RESOURCES

ChangeLab Solutions has developed a fact sheet series to help non-lawyers understand the concept of preemption and its impact on public health law and policy: *Understanding Preemption*, http://www.changelabsolutions.org/publications/understanding-preemption

A separate ChangeLab Solutions memo, *Preemption: What It Is, How It Works, and Why It Matters for Public Health*, provides a more thorough analysis of the issue: http://changelabsolutions.org/publications/preemption-memo

*Putting Health on the Menu* is a ChangeLab Solutions toolkit that describes how "local governments can support and give incentives to restaurant owners who are willing to offer healthier foods." http://www.changelabsolutions.org/publications/healthy-menus

The Fair Food Network's Double Up Food Bucks program matches the value of SNAP when spent on fruits and vegetables at participating farmers' markets and grocery stores: https://fairfoodnetwork.org/projects/double-up-food-bucks/

## 2) Literature on the Value of the RMP to Target Populations

**General Information**

Existing literature on the RMP is limited. This may be because, as noted above, very few states and localities have an RMP in place. The primary value of the RMP identified in existing literature is that it expands food access and security for vulnerable populations who are unable to store or cook food safely themselves. Unfortunately, there is almost no quantitative or qualitative research that would help to evaluate the RMP's actual or potential impact on food security and health outcomes for elderly, disabled, and homeless individuals. Several of the resources listed below, however, include helpful information collected through interviews with RMP clients and other stakeholders generally indicating that the program meets the goal of increasing food access and is an important benefit for target populations.

RESOURCES

*A Primer on the Restaurant Meals Program in California: Preventing Hunger Among the Elderly, Disabled, & Homeless in the Golden State* "is intended to offer a comprehensive account of the Restaurant Meals Program (RMP) as it has been implemented by several counties in California from the vantage point of various stakeholders and with a review of federal and state regulations that inform program decisions." The guide "begins with a basic description of the problem of hunger, the role of the Supplemental Nutrition Assistance Program (SNAP) in reducing hunger and the modern day technologies used by SNAP to deliver benefits. Additionally, the guide explores the question of how food insecurity impacts public health outcomes among the RMP eligible population." The guide was developed by the Western Center on Law and Poverty, the Sacramento Housing Alliance, and the Congressional Hunger Center. http://www.sachousingalliance.org/wp-content/uploads/2012/10/RestaurantMealsProgramFinal.pdf.

*Ending Hunger Through the CalFresh Restaurant Meals Program* is a fact sheet from the Western Center on Law and Poverty that outlines the underlying rationale for the RMP and the rules governing the RMP in California: http://wclp.org/wp-content/uploads/2015/06/Restaurant_Meals_Program_Factsheet_Restaurant_Meals_WCLP.pdf.

Expanding RMP enrollment in San Francisco: "The purpose of this report is to develop a set of feasible recommendations for the San Francisco RMP office to expand vendor enrollment and address concerns about limited meal accessibility and meal choice within the context of existing resource restrictions." At page 18, the report notes that Los Angeles County is developing a strategy that would make satisfaction of a "healthy choice rating" a condition for entering into or renewing an MOU with an RMP vendor. Gupta C, Johns R, Nguyen M, Pena C. *Expanding the Menu: Maximizing Vendor Enrollment in the Restaurant Meals Program*. Goldman School of Public Policy, UC Berkeley; May 2013. https://www.sfdph.org/dph/files/mtgsGrps/FoodSecTaskFrc/docs/FSTFRestaurantMealsProgramReport.pdf. [Shared by the San Diego Team]

The Rhode Island Coalition for the Homeless conducted a comprehensive evaluation of the pilot phase of Rhode Island's RMP. Among other helpful data, the study includes feedback collected through interviews with RMP clients, vendors, and other stakeholders. The report also describes how the Rhode Island RMP began with an idea developed by a nurse who conducted a study finding that a significant percentage of homeless patients at a clinic where she worked were "food insecure and at extraordinary nutrition risk" and "had increased health risks due to their inability to consistently obtain nutritious

food." Barzykowski K. *The Food Access Project—Restaurant Meals Program: A Rhode Island SNAP Program for Targeted Populations, Evaluation of Pilot Phase, October 2011-November 2012*. RI Coalition for the Homeless. http://www.rihomeless.org/Portals/0/Uploads/Documents/RMP%20EVALUATION%20REPORT%20%20.pdf

This report from the National Conference of State Legislatures includes a profile of Los Angeles County's RMP at page 9, and notes that many RMP authorized restaurants in Los Angeles have committed to offering healthy menu items as a part of the National Restaurant Association's Kids Live Well campaign. *Bringing Legislators to the Table: Addressing Hunger through Public-Private Partnerships*. National Conference of State Legislatures; 2011. http://www.ncsl.org/Portals/1/Documents/cyf/Bringing%20Legislators%20to%20the%20Table%20FINAL%20DRAFT.pdf.

**Pros and Cons of Restricting RMP Beneficiaries' Food Choices to "Healthy" Options**

The existing literature and news reporting on SNAP and the RMP also reflects a live debate among advocates and policymakers about whether SNAP clients' food choices should be limited to "healthier" options. This issue has been particularly hotly contested in the context of the RMP because a significant percentage of participating vendors are fast food restaurants. (See, e.g., Gourdine M. Food Stamps for Fast Food: An Absurd Idea. *NY Times*. September 28, 2011. https://www.nytimes.com/roomfordebate/2011/09/27/expand-the-use-of-food-stamps/food-stamps-for-fast-food-an-absurd-idea. Nestle M. Using SNAP Benefits for Fast Food Restaurants is a State Decision. *The Atlantic*. September 14, 2011. https://www.theatlantic.com/health/archive/2011/09/using-snap-benefits-for-fast-food-restaurants-is-a-state-decision/245085/. Lopez R. State Seeks to Educate Food-stamp Recipients about Fast Food. *LA Times*. August 2, 2011. http://articles.latimes.com/2011/aug/02/local/la-me-food-stamps-20110802.)

Anti-hunger organizations such as FRAC generally argue against further restrictions on SNAP clients' food choices, emphasizing problems with the practicality and potential effectiveness of such an approach. As an alternative to restrictions, FRAC recommends policies that would both increase access to healthy, affordable foods and protect the autonomy of SNAP clients—such as policies supporting SNAP use at farmers' markets or encouraging other healthy food outlets to become SNAP authorized. (See *A Review of Strategies to Bolster SNAP's Role in Improving Nutrition as Well as Food Security*. FRAC; Published 2011, Updated 2013. http://frac.org/wp-content/uploads/SNAPstrategies_full-report.pdf.) FRAC's position and policy recommendations are consistent with the views of FNS, which are described in detail in section 1 of this memorandum.

In contrast, other organizations and health advocates support further restrictions on the use of RMP benefits. For example, in the SNAP section of the AARP's *Policy Book* for 2017-2018, the organization takes the position that "[t]he USDA should establish stronger nutritional standards than currently exist for prepared food options at restaurants permitted to participate in the [RMP], especially regarding salt and sugar content." Additionally, the following article published in the Journal of Law and Poverty succinctly summarizes the primary argument against allowing fast food restaurants to participate in the RMP—namely, that "[f]ast food consumption has been linked to diet-related illnesses" for which disabled and elderly populations are particularly vulnerable, and that the federal government should not subsidize the consumption of unhealthy foods: Jones B. *Should States Allow Poor People to Use Supple-*

*mental Nutrition Assistance Program Benefits at Fast-Food Chains?* J of Poverty Law & Pol'y; 2011. http://povertylaw.org/files/docs/article/chr_2011_november_december_article_10.pdf.

It may be helpful for the San Diego team to keep both sides of this debate in mind when considering policy options and tailoring messaging strategies to particular stakeholder groups, such as county and state SNAP staff.

### 3) Making the Case to Hospitals for Policies to Increase Healthy Food Access through the RMP

There do not appear to be any reports or articles discussing how the RMP specifically translates to benefits or cost savings for the health care sector. The following categories of resources on food insecurity and food assistance programs more generally, however, may be helpful when soliciting support from hospitals for policies to increase healthy food access through the RMP: (1) studies and other resources demonstrating an increased risk among elderly, disabled, and homeless populations for food insecurity and diet-related disease; and (2) studies demonstrating that participation in SNAP or other types of food assistance programs translates to health care cost savings.

**RMP-Eligible Populations and Increased Risk for Food Insecurity and Diet-Related Disease**

- *U.S. Hunger Solutions: Best Practices for Improving Access to SNAP for People with Disabilities* is a FRAC fact sheet that cites studies showing that "one-third of households with a working-age adult who is out of the labor force due to a disability are food insecure; and one-fourth of households with a working-age adult who has a disability and has remained in the workforce are food insecure"; and that "children and adults with disabilities are at higher risk for obesity and other diet-related diseases." http://www.frac.org/wp-content/uploads/best-practice-improving-snap-access-people-with-disabilities.pdf

- Study examining the "relationship between the nutritional status, incidence of food insecurity, and health risk among the homeless population in Rhode Island." Martins DC et al. Assessment of food intake, obesity, and health risk among the homeless in Rhode Island. *Public Health Nursing*. 2015(32): 453-461. http://onlinelibrary.wiley.com/doi/10.1111/phn.12180/abstract.

**Studies Linking Food Insecurity, Food Assistance Programs, Health Outcomes, and Health Care Costs**

- Study concluding that "food insecurity was a robust predictor of health care utilization and costs incurred by working-age adults, independent of other social determinants of health. Policy interventions at the provincial or federal level designed to reduce household food insecurity could offset considerable public expenditures in health care." Tarasuk V, Cheng J, de Oliveira C, Dachner N, Gundersen C, Kurdyak P. Association between household food insecurity and annual health care costs. *CMAJ: Canadian Medical Association Journal*. 2015;187(14). https://www.ncbi.nlm.nih.gov/pubmed/26261199.

- "This paper summarizes research on the connections between food insecurity and health. Food insecurity experienced at any time across the lifespan has an adverse impact of health. This adverse impact is often apparent as a cycle of food insecurity, coping mechanisms to protect against the sensation of hunger, and chronic disease. A growing body of evidence suggests that the detrimental impact of food insecurity on health has important consequences for U.S. health care expenditures. These costs are borne substantially by Medicare and Medicaid. Over the long

term, prevention of food insecurity is likely to be more cost-effective than treating the consequences of food insecurity." Seligman H. Food Insecurity, Health, and Health Care. 2016. University of California San Francisco. https://cvp.ucsf.edu/resources/Seligman_Issues_Brief_1.24.16.pdf.

- Study finding "food insecurity to be negatively associated with health" and concluding that SNAP "substantially reduces the prevalence of food insecurity and thus is critical to reducing negative health outcomes." Gundersen C, Ziliak JP. Food Insecurity and Health Outcomes. *Health Affairs*. 2015;34(11):1830-1839. https://www.ncbi.nlm.nih.gov/pubmed/26526240
- Recent study published in the Journal of the American Medical Association finding that "participation in SNAP was associated with lower health care expenditures by approximately $1400 per year." Berkowitz SA, Seligman HK, Rigdon J. Supplemental Nutrition Assistance Program (SNAP) Participation and Health Care Expenditures Among Low-Income Adults. *JAMA Intern Med.* 2017; 177(11): 1642-1649. doi:10.1001/jamainternmed.2017.4841
- Article concluding that "[p]olicies to increase SNAP participation and benefit amounts in eligible older adults may reduce hospitalizations and health care costs." Samuels L. et al. *Increased Access to Supplemental Nutrition Assistance Program reduces hospital utilization among older adults. The case in Maryland*. Population Health Management. http://online.liebertpub.com/doi/pdfplus/10.1089/pop.2017.0055
- Article concluding that "SNAP is underutilized and may reduce costly nursing home use among high-risk older adults." Szanton SL et al. Food assistance is associated with decreased nursing home admissions for Maryland's dually eligible older adults. BMC Geriatrics; 2017; 17: 162. https://www.ncbi.nlm.nih.gov/pmc/articles/PMC5525341/
- Study estimating that increasing the number of older adults who receive home-delivered meals could result in significant savings to states' Medicaid programs. Thomas KS, Mor V. Providing more home-delivered meals is one way to keep older adults with low care needs out of nursing homes. *Health Aff (Millwood)*. 2013; 32(10): 1796-1802. https://www.ncbi.nlm.nih.gov/pmc/articles/PMC4001076/
- Video of AARP President Eric-Schneidewind's testimony before the House Agriculture Committee "on SNAP's importance to seniors and how it plays a key role in reducing health care costs." http://blog.aarp.org/2016/01/15/snap-and-seniors-a-health-and-economic-issue/

## Conclusion

This memorandum provides information on (1) the legal framework for the RMP for purposes of evaluating policy options and informing discussions with local and state SNAP staff; (2) existing literature on the RMP and its value to target populations; and (3) articles that may help to make the case to hospitals for policies to increase healthy food access through the RMP.

# Memos and Supporting Materials focused on *Food Insecurity*:
## Denver Metro Region, *Colorado*

Key Point of Contact: Sharon Crocco
**sharon.crocco@state.co.us**

**Local Policy that Promotes the SNAP Use at Farmers Markets in Colorado.**
The City of Golden, Colorado recently passed an ordinance that promotes SNAP use at farmers markets. Examine the jurisdictional issues related to implementing similar ordinances in other communities in Jefferson County, CO.

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ChangeLab Solutions
Law & policy innovation for the common good.

2201 Broadway, Suite 502
Oakland, CA 94612
510.302.3380
changelabsolutions.org

# MEMORANDUM

To: c/o Sharon Crocco, MPH, MBA, Colorado Food Insecurity Team, Nemours Learning Labs

From: Amy Ackerman, JD, Consulting Attorney,

CC: Manel Kappagoda, JD, MPH, ChangeLab Solutions
Kate Blackburn, Senior Program & Policy Analyst Nemours

Subject: Scaling up the City of Golden's policy on SNAP at Farmers' Markets

Date: November 10, 2017

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The City of Golden, Colorado recently passed an ordinance that promotes SNAP use at farmers markets. The Nemours MHCU Policy Learning Lab team from Colorado asked Changelab Solutions to examine the jurisdictional issues related to implementing similar ordinances in other communities in Jefferson County. The content in this memo is provided for information purposes only and does not constitute legal advice. ChangeLab Solutions does not enter into attorney-client relationships.

The City of Golden amended its Planning and Zoning Code to require all farmers' markets to accept Supplemental Nutrition Assistance Program (SNAP) benefits and to require that SNAP Eligible Foods to comprise a minimum of 51 percent of annual market revenue or 51 percent of market vendors.[1] You have asked how to proceed to require all farmers' markets within the county to accept SNAP benefits.

Golden, Colorado is a home rule municipality[2] that is the county seat of Jefferson County, Colorado. As of July 1, 2015, the County's total population was estimated at 565,230 persons. About 34.6% of the County's population lives in the unincorporated areas of the County. The remaining people live in one of the County's cities: Lakewood (153,024), City of Arvada (111,948), Jefferson County's portion of the City of Westminster (43,885), the City of Wheat Ridge (31,210), and the City of Golden (17,835).[3]

Colorado authorizes each local government[4] "within its respective jurisdiction" to plan for and regulate the use of its land.[5] Therefore each city within Jefferson County controls the regulation of the use of its land within the boundaries of the city. The Jefferson County Board of Commissioners regulates the use of land within the remaining, unincorporated, portions of the land. Under state law then, in order to require all farmers' markets throughout the County to accept SNAP benefits, the city councils of each of the city and the County Commissioners for the remaining portion of the County would have to pass an ordinance imposing the requirement.

The ChangeLab Solutions publication, From the Ground Up: Land Use Policies to Protect and Promote Farmers' Markets, provides an overview of farmers' market policy issues and community tested best practices. It also features a set of complementary model land use policies for comprehensive plans and

*ChangeLab Solutions is a nonprofit organization that provides legal information on matters relating to public health. The legal information in this document does not constitute legal advice or legal representation. For legal advice, readers should consult a lawyer in their state.*

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zoning ordinances. We wrote this guide for local government staff (planners, public health departments, etc.), elected officials, farmers' market managers, food policy councils, and other stakeholders, to provide practical guidance and tools that communities can customize to create more farmers' market opportunities and to ensure their long-term viability. Within this guide, there is draft language to strengthen zoning ordinance language for farmers' markets in the event you are interested in going beyond the provisions in the Golden ordinance.

**ADDITIONAL RELEVANT RESOURCES**

USDA Resources on Farmers Markets

Farmers Market Coalition's SNAP Guide

Map of Denver Area Farmers Markets that Accept SNAP Benefits

Double Up Food Bucks LiveWell Colorado

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[1] Golden, Colo. Municipal Code § 18.26.010.

[2] For more information about the term "home rule" see: http://www.acce.us/app/uploads/2016/06/2016-ACCE-White-Paper-Dillon-House-Rule-Final.pdf

[3] Jefferson County, Colorado website: Jefferson County, Colorado Demographics At a Glance, at: https://www.jeffco.us/documentcenter/view/2373.

[4] "Local government" means a "county, home rule or statutory city, town, territorial charter city, or city and county." Col. Rev. Stats. Ann. § 29-20-103.

[5] Col. Rev. Stats. Ann. § 29-20-104.

# National Farmers' Market Food Access Policies and Programs

| State/Municipality | Bill and Year | Summary | Definition of Farmers' Market | Committee/Organization/Agency | Category | Funding | Resource | Resource/Contact Information |
|---|---|---|---|---|---|---|---|---|
| **Alabama** | Chapter 80-7-1 (2014): Rules for Certification of State Farmers Market | The Alabama Farmers Market Authority serves to promote the sale of Alabama-grown farm products by giving local farmers the chance to sell food they raise directly to consumers and allowing consumers to buy fresh food from the farmers who raise it. The Alabama Department of Agriculture and Industries', Farmers Market Authority accomplishes this purpose by providing local farmers markets the opportunity to become Certified State Farmers Markets, thus giving consumers confidence that they are buying only fresh, locally raised produce. | Factors that define the term "Farmers Market" and distinguish farmers markets from road-side stands, grocery stores and from other types of food marketing outlets, include: farmers selling produce and food items they grow and produce to individual customers at a temporary or permanent location, often located on public property, such as a common public area or parking lot on a periodic basis, typically once or twice a week for a set period of time, usually 3 or 4 hours. This happens during the local growing season, usually 5 or 6 months. | Department of Agriculture and Industries | Market expansion/permitting | | Alabama Dept of Agriculture & Industries Farmers Market Authority Admin Code — Chapter 80 - 7 - 1 Rules for Certification of State Farmers Markets (PDF) | Kathryn Strickland |
| | Fresh Food Initiative | farmers market voucher program that incentivizes using SNAP benefits to purchase fresh healthy foods.<br><br>-As a result of this initiative, transportation to farmers markets for seniors and other public housing residents who do not have reliable transportation has been organized.<br>from local farmers. | | North Alabama Food Policy Council | Incentive program/transportation | The North Alabama Food Policy Council partnership with Greene Street Market at Nativity, Huntsville Housing Authority and the Food Bank of<br>North Alabama | | NAFPC: 256-655-8585 |
| **Alaska** | HB10-70 | Sec. 14.30.375. School gardens, greenhouses, and farms. (a) A school district may authorize or operate a school garden, greenhouse, or farm. (d) If a school district operates a school garden, greenhouse, or farm, the excess fruit and vegetables may be sold [and may accept QUEST] | | Agriculture/Health and Social Services | Market expansion | | | |
| | Alaska Farmers' Market Quest Program matching days program | On select days match days markets match up to the first $20 spent with a Quest card to help make healthy, local food more affordable. Markets have shown a significant increase in Quest customers on match days. | | Department of Health and Social Services | Incentive program | The Alaska Department of Health and Social Services , Obesity Prevention and Control Program and Division of Public Assistance, and the Department of Natural Resources, Division of Agriculture work together to administer and fund the Alaska Farmers' Market Quest Program (FMQP) | | Diane Peck: 907-269-8447 |
| **Arkansas** | 2011-§ 26-52-401 (18) (A) (iii) | There is specifically exempted from the tax imposed by this chapter the following: Raw products from the farm, orchard, or garden, when the sale is made by the producer of the raw products directly to the consumer and user, including the sale of raw products from a farm, orchard, or garden that are produced and sold by the producer of the raw products at a farmers' market, including without limitation cut or dried flowers, plants, vegetables, fruits, nuts, and herbs; | (ii) A farmers' market is not an established business if the farmers' market sells raw product directly to the user of the raw product and the farmers' market is:<br><br>(a) Comprised of one (1) or more producers of a raw product;<br><br>(b) Operated seasonally; and<br><br>(c) Held out-of-doors or in a public space. | | Tax exemption | | | |
| | SB09-271 | SECTION 2: Appropriated $355,429 to the Arkansas Agriculture Department for construction and associated expenses for Farmers Markets, to be payable from the General Improvement Fund or its successor fund or fund accounts | | Joint Budget | Market expansion | General Improvement Fund | | |
| | Double Your Dollar | Participating farmers markets in Northwest Arkansas will offer SNAP and Senior Farmers' Market Nutrition Program (FMNP) participants a "match" on purchased goods in the form of market coupons. These coupons are to be used like cash to purchase fruits, vegetables, eggs, meats, honey, breads, jams/jellies and plants and seeds at the farmers' market where they were received. | | | Incentive program | Northwest Arkansas Farmers' Market Alliance has received funding from the Walmart Foundation "The program will remain until funds last." | | |
| **Arizona** | | | | | | | | |
| **City of Prescott** | | The Prescott Farmers Market, as a sponsoring not-for-profit group obtains and pays for a "Non-profit permit" from the City of Prescott Tax & Licensing. The City of Prescott currently requires all non-exempt vendors to pay a privilege and use tax. Properly licensed vendors already paying city privilege and use tax are not exempt from the fee, but may pay the fee in lieu of paying the otherwise applicable fee based upon sales at the market.<br><br>Exemptions from the fee are as follows: 1) Vendors who are producers selling their own food products are exempt. Producers and food products are defined by ARS §3-561. 2) Vendors who are not-for-profit entities are exempt. | " Producer" includes owners, proprietors or tenants of agricultural lands, orchards, farms and gardens whereon food products are grown, raised or prepared for market.<br><br>"Food product" includes:<br>(a) Every product of the soil in its natural or manufactured state.<br>(b) Beef and beef products.<br>(c) Swine and pork products.<br>(d) Fowls and poultry products.<br>(e) Eggs and egg products.<br>(f) Milk and milk products.<br>(g) Lamb and sheep products. | | | | | |
| **California** | AB 537:<br>Chapter 435 An act to add Section 10072.1 (2010) | Requires farmers' markets, flea markets, and certified farmer's markets to provide reasonable accommodations for FNS (food and nutrition service)-authorized produce sellers who wish to operate an EBT (electronic benefit transfer) acceptance system on behalf of its members, and requires a market operator to allow and accommodate this<br>FNS-authorized group or association in a reasonable manner that aids in the creation, implementation, and operation of their EBT acceptance system. *(c) Nothing in this section or any other provision of law shall prohibit an individually FNS-authorized produce seller in a market described in subdivision (a) from operating his or her own individual EBT acceptance activity as part of that seller's personal business customer transaction offering.<br><br>(d) Nothing in this section shall be interpreted to require a market described in subdivision (a) to itself create, operate, or maintain an EBT acceptance system on behalf of its produce sellers. | | Human Services | Allocations/support | | | |
| | AB 08-2168 | AB 2168 (Jones) creates farm stands as a new class of food facility, subject to specified limited health and sanitation provisions. Expands the list of people to whom farmers can sell produce that is exempt from size, standard pack, container, and labeling requirements, provided specified requirements are met. Revises the definition of "produce" and "producer." Authorizes the Secretary of the California Department of Food and Agriculture to adopt related regulations.<br>Status: Chapter 447, Statutes of 2008 | | Agriculture | | | | |

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## National Farmers' Market Food Access Policies and Programs

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| | AB11-581 | This bill establishes the California Healthy Food Financing Initiative for the purpose of expanding access to healthy foods in underserved communities | | Health | Food Access | | | |
| **County of San Francisco** | Ordinance: 29-07 | Authorizes the Park and Recreation commission to allow Farmers' Markets to be located in a public park selected by the Agricultural Commissioner and owned or leased by the City and the County | | | Land use | | Recreation and Park — Farmers Market (PDF) | |
| | 2006 amendment: San Francisco Administrative Code Section 9A.15 | [farmers' market] must accept forms of payment provided to vendors or marketsponsors by participants of federal, state or local food assistance programs. including, but not limited to, food stamps, WIC Farmers' Market Nutrition Programs. and Senior Farmers' Market Nutrition Programs. Such forms of payment include, but are not limited to coupons, vouchers, Electronic Benefit Transfer (EBT) cards | | | Mandate | | | |
| | Addition: Section 9A.20 | This addition requires the Agriculture Commissioner to conduct a needs assessment of neighborhoods that can support farmers' markets | | | Market expansion | | | |
| **City of Los Angeles** | Market Match | A partnership between two members of the California Market Match Consortium – Hunger Action Los Angeles (HALA) and Sustainable Economic Enterprises of Los Angeles (SEE-LA) – has received the support of First5 Los Angeles through a five year, $2.5 million grant to expand Market Match in LA County, specifically targeting families with kids 0-5 years of age. This funding will not only allow the current Los Angeles Partners, HALA and SEELA, to increase the number of times Market Match is offered at participating markets so that all markets offer the program weekly with a consistent match, but will also increase the total number of markets operating Market Match in Los Angeles County, from 14 currently to 20 over the first two years and to almost 40 at the end of 5 years. | | CA Market Match Consortium | Incentive Program | | | |
| **Connecticut** | 2013-Sec. 22-6r. Certified farmers' markets definitions. | (1) "Farmers' market" means a cooperative or nonprofit enterprise or association that consistently occupies a given site throughout the season, which operates principally as a common marketplace for a group of farmers, at least two of whom are selling Connecticut-grown fresh produce, to sell Connecticut-grown farm products directly to consumers, and where the farm products sold are produced by the participating farmers with the sole intent and purpose of generating a portion of household income;<br><br>(2) "Fresh produce" means fruits and vegetables that have not been processed in any manner;<br><br>(3) "Certified farmers' market" means a farmers' market that is authorized by the commissioner to operate;<br><br>(4) "Farmer's kiosk" means a structure or area located within a certified farmers' market used by a farm business to conduct sales of Connecticut-grown farm products; | | | Definition | | State of Connecticut General Statutes Pertaining to Farming and Farmers' Markets (PDF) | |
| **Delaware** | Grant funding (2012) | Grant funding from the Department of Agriculture enabled two markets to offer Electronic Benefits Transfer (EBT) card transactions, allowing families to purchase local produce and food items as part of the Supplemental Nutrition Assistance Program. | | Department of Agriculture | Increase access | | | Dan Shortridge (Department of Agriculture): (302) 698-4520 |
| **District of Columbia** | B 18-967: Food, Environmental, and Economic Development in the District of Columbia Act of 2010 | $1 for every $1: Established a Healthy Food Retail Program to provide grants, loans and technical assistance to corner stores, farmers' markets and other small food retailers. Resources may be provided to assist corner stores, farmers markets, and other small food retailers in acquiring the technology necessary to accept SNAP and WIC benefits. As a condition of program participation, entities agreed to sell produce or other healthy foods for at least three years.<br>"The benefits provided by this subsection shall be awarded to corner stores, farmers markets, and other small food retailers in eligible areas on a competitive basis, with priority given to projects with the greatest potential impact on expanding access to healthy foods in eligible areas that are underserved by retail sales of healthy food." | "Farmers market means a public market, as defined by section 2(2) of the Vending Regulation Act of 2009, effective October 22, 2009 (D.C. Law 18-71; D.C. Official Code § 37-131.01(2)), at which farmers and other producers sell fresh produce and healthy foods." | | Increase access | The Department of Health, District Department of the Environment, Office of the Deputy Mayor for Planning and Economic Development, Office of Planning, and the University System of the District of Columbia shall, as requested by the Department of Small and Local Busines Development, assist this program. | In the Council of The District of Columbia — A bill for an act relating to food safety: Farmers' Market or Community Event: Food Product Sampling & Demonstration (PDF) | |
| **City of Washington** | Bonus Bucks, Matching Dollars and,Festibucks | 1 to 1 match: City Council passed approval for a $50,000 allocation of 2013 budget to support expanding nutrition incentive programs at DC's growing farmers market network. | | | Incentive Program | | | |
| **Florida** | | | | | | | | |
| **Georgia** | | | | | | | | |
| **City of Atlanta** | Farmers' Market Text Amendment Z-10-030 2/13 Revised December 17, 2010 | Farmers' Market: An outdoor market open to the public, operated by a governmental agency, a nonprofit corporation, or one or more producers where:<br><br>479613v4<br>(a) At least 75 percent of the displayed inventory of the products sold in each Farmers' Market is Farm Products or Value-Added Farm Products.<br><br>(b) At least 75 percent of the booths open during the market's hours of operation are Producers, or family members or employees or agents of Producers; and<br><br>(c) If a booth sells Farm Products or Value-Added Farm Products that are not produced by the vendor, said booth must explicitly disclose the producer's name and location in writing with lettering that is at least 2 inches tall and visible to the consumer. | | | Definition | | | |

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| **Illinois** | PA11-096-1088/HB11-4756 | Required the Department of Human Services and the Department of Agriculture to implement a Farmers' Market Technology Improvement Program to increase access to fresh fruits and vegetables and other eligible food products by allowing SNAP recipients to redeem their benefits at farmers' markets. It also created a Farmers' Market Technology Improvement Fund to help purchase or rent wireless EBT terminals, to pay for fees associated with SNAP card use, and to provide education and outreach to SNAP recipients. | Section 5. Definitions. As used in this Act: "Farmers' market" means a common facility or area that has been approved by the United States Department of Agriculture's Food and Nutrition Service where several farmers or growers gather on a regular, recurring basis to sell a variety of fresh fruits and vegetables and other locally-grown farm products directly to consumers. The term "farmers' market" includes nontraditional fresh food markets. | | Allocations/support | (a) The Department of Human Services and the Department of Agriculture shall solicit federal and State funding for the purpose of implementing this program (b) The Farmers' Market Technology Improvement Fund is created as a special fund in the State Treasury for the purpose of implementing the Farmers' Market Technology Improvement Program. All monies received pursuant to this Act shall be deposited into the Farmers' Market Technology Improvement Fund | | |
| | HB13-5843-Referred to Rules Committee | Amends the Illinois Public Aid Code. Provides that subject to federal approval, recipients of benefits provided under the federal Supplemental Nutrition Assistance Program (SNAP) shall receive an extra $0.25 in benefits for every $1 spent on fruits and vegetables sold at a farmers' market. Provides that this increase in benefits shall not exceed $25 per month and that the Department of Human Services shall seek any necessary waiver from the United States Department of Agriculture in order to implement this provision. | | | Incentive Program | | | |
| | Link Up Illinois (2010) | LINK Up Illinois is a program that helps to increase the affordability and accessibility of nutritious foods sold at Illinois farmers markets for low-income Illinoisans by providing farmers markets across the state with funding for Double Value Coupon incentive programs for LINK Card (Illinois' SNAP program, formerly known as "food stamps") shoppers. LINK Up Illinois also provides participating markets with training and technical assistance for implementing these programs successfully. | | Experimental Station | Incentive Program | supported by Experimental Station and funded by The Chicago Community Trust, The Aetna Foundation, J.R. Albert Foundation, Fresh Taste at The Chicago Community Foundation, Walter S. Mander Foundation, Wholesome Wave, and the Lumpkin Family Foundation | | |
| **City of Chicago** | Double Value Coupon Program | 1 to 1 match | | Department of Family and Support Services | Incentive Program | In April 2014, the City of Chicago announced funding for the DVCP at 15 City sponsored Farmers' Markets and 15 non-City markets. The Department of Family and Support Services (DFSS) is matching $25,000 in program funding by Harmony WellCare, for a total of $50,000 that will go directly to LINK customers at the 15 City sponsored markets. Harmony WellCare will also contribute additional funding for administrative costs of the program. DFSS will also provide $50,000 in funding for approximately 15 non-City markets to offer DVCP to its LINK customers. The Experimental Station, a local not-for-profit focused on innovative cultural, education, educational, and environmental projects, will once again administer the program. | Press Release: Mayor Rahm Emanuel Doubles Size of Low Income Coupon Program at Chicago Farmers' Markets (PDF) | |
| **Indiana** | HB09-1535 | Required the state (division of family resources) to implement a program that provides no less than 20 farmers' market retailers with an EBT terminal no later than Jan. 1, 2010 | | | Allocations/support | the division of family resources | | |
| **Kansas** | | | | | | | | |
| **City of Kansas City** | Beans & Greens Program | 1 to 1 match up to $25/week/customer at most markets. One partner, City Market, matches up to $15/week/customer | | | Incentive Program | | | |
| **City of Lawrence** | double value pilot program | Lawrence city commissioners allocated $10,600 for a pilot project that would allow SNAP users to buy produce and other goods at a subsidized rate at the Downtown Lawrence Farmers' Market and the Cottin's Hardware Farmers Market. Douglas County commissioners also will consider providing $10,600 in funding for the programat an upcoming meeting. | | | Incentive Program | City of Lawrence | | |
| **Maine** | Title 7 Section415: Chapter 101:Paragraph 1A (2009) | A. "Farmers' market" means a building, structure or place used by 2 or more farmers for the directsale of farm and food products to consumers, at which all sellers of farm and food products meet the requirements of subsection 2, paragraph B (A person may not sell farm and food products at a market labeled "farmers' market" unless at least 75% of the products offered by that person were grown or processed by that person or under that person's direction. A product not grown or processed by that person or under that person's direction must have been grown or processed by and purchased directly from another farmer and the name and location of the farm must be identified on the product or on a sign in close proximity to the displayed product). [2009, c. 547, §1 (AMD).] | | | | | Maine Revised Statutes — Title 7: Agriculture & Animals Chapter 101: General Provisions §415. Farmers' Market | |
| **Maryland** | | | | | | | | |
| **City and County of Baltimore** | Baltimore Bucks (2009) | 1 to 1 match: Eleven markets in the city are offering Baltimore Bucks incentives, allowing customers shopping with their WIC Fruit and Vegetable checks and/or EBT/Independence Cards to double their benefit dollars up to $5 at the market. | | Maryland Hunger Solutions | Incentive Program | Abell Foundation, the Harry and Jeanette Weinberg Foundation, Kaiser Permanente, and the Wholesome Wave Foundation | With Maryland Market Money, SNAP, WIC-FVC, and FMNP (WIC/Senior) Go Further at Farmers Markets | |
| **Massachusetts** | SB 393 (2009) | This bill established a Massachusetts EBT Farmers' Market Project. The department provided a wired EBT machine to all approved department of agricultural resources farmers' markets. The department also made available wireless EBT devices for locations without access to electricity. Every year, the department provides a food stamp recipient with a list of participating farmers' markets and a brochure explaining the system. | | | Allocation/support | | | |
| **City of Boston** | Bounty Bucks Program | In 2008, The Food Project partnered with the City of Boston to pilot the Boston Bounty Bucks program to enable all residents of Boston to have access to the produce available at city farmers' markets and to strengthen the economy of local farmers. Boston Bounty Bucks provides farmers' markets with EBT terminals and promotes the use of SNAP benefits by providing a dollar-for-dollar matching incentive for all SNAP purchases up to $10. | | | Incentive Program | Managed by Boston Collaborative for Food and Fitness; funded by theMayor's Office of Food Initiative | | Jen Obadia — New England Coordinator: Health Care Without Harm Healthy Food in Health Care Program |

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| **City of Boston** | Zoning Code: Article 89 (2013) | Initiative goals include: to increase access to affordable and healthy food, promote economic opportunity, and increase education and knowledge around healthy eating and food production. Farmers' markets will be allowed in any zoning district where retail is allowed by underlying zoning and conditional in all other districts.<br><br>Farm stands will be allowed on any urban farm and also where retail is allowed by underlying zoning | | Zoning Commission | Market expansion | | | |
| **Minnesota** | Statute 28A.151 Year: 2014 | "Farmers' market" means an association of three or more persons who assemble at a defined location that is open to the public for the purpose of selling directly to the consumer the products of a farm or garden occupied and cultivated by the person selling the product. | | | Definition | | A bill for an act relating to food safety: Farmers' Market or Community Event; Food Product Sampling & Demonstration (PDF) | |
| **City of Minneapolis** | Local Produce Market permit | To increase access to healthy foods in low-income neighborhoods, the City of Minneapolis instituted a streamlined permitting process for small farmers' markets. This initiative makes it easier and less expensive for organizations to bring fresh and affordable produce to their neighborhoods. Mini markets require only a permit to operate (a "Local Produce Market" permit), rather than a business license, which greatly reduces the time and expense of establishing a new market. Most mini markets are hosted by community organizations and can be held at any location in Minneapolis that complies with the health and zoning codes for locations with food sales. Mini markets can be authorized to accept Farmers' Market Nutrition Program food assistance coupons. | "Mini Markets" (also called "local produce markets") are defined as markets with five or fewer vendors that sell only locally grown fruits, vegetables, flowers and herbs | | Permitting | Institute for Agriculture and Trade Policy (IATP) | A "How-to" Guide for Hosting Mini Farmers' Markets in Minneapolis<br><br>The Minneapolis Mini Farmers Market Project | Homegrown Minneapolis Food Council: |
| **City of Minneapolis** | | 1 to 1 match up to $5/day | | Minneapolis Department of Health and Family Support and Statewide Health Improvement Program | Incentive program | Minnesota Department of Health and by Blue Cross and Blue Shield of Minnesota | Market bucks, EBT purchases make Farmers Markets accessible | |
| **Missouri** | SB14-727 | Section 208.018: Paragraph 1-2: Receive a dollar-for-dollar match for every SNAP dollar spent at a participating farmers' market or vending urban agricultural zone as defined in section 262.900 in an amount up to ten dollars per week whenever the participant purchases fresh food with an EBT card. | "For purposes of this section, the term "farmers' market" shall mean a market with multiple stalls at which farmer-producers sell agricultural products, particularly fresh fruit and vegetables, directly to the general public at a central or fixed location." | | Incentive Program | "The funding of this pilot program shall be subject to appropriation. In addition to appropriations from the general assembly, the department may apply for available grants and shall be able to accept other gifts, grants, and donations to develop and maintain the program." | Senate Bill No. 727 (PDF) | |
| | | Section: 144.527. "In addition to the exemptions granted under this chapter, there shall also be specifically exempted from state and local sales and use taxes defined, levied, or calculated under section 32.085, sections 144.010 to 144.525, sections 144.600 to 144.761, and section 5 238.235 all sales of farm products sold at a farmers' market | For purposes of this section "farmers' market" shall mean an individual farmer or a cooperative or nonprofit enterprise or association that consistently occupies a given site throughout the season, which operates principally as a common marketplace for an individual farmer or a group of farmers to sell farm products directly to consumers, and where the products sold are produced by the participating farmers with the sole intent and purpose of generating a portion of household income (under $25,00) | | Tax exemption | | | |
| | | Section 144.527: Paragraph 1-1. The funding of this pilot program shall be subject to appropriation. In addition to appropriations from the general assembly, the department may apply for available grants and shall be able to accept other gifts, grants, and donations to develop and maintain the program. | For purposes of this section "farmers' market" shall mean an individual farmer or a cooperative or nonprofit enterprise or association that consistently occupies a given site throughout the season, which operates principally as a common marketplace for an individual farmer or a group of farmers to sell farm products directly to consumers, and where the products sold are produced by the participating farmers with the sole intent and purpose of generating a portion of household income. | | Allocation/support | | | |
| **County of St. Louis** | O. No. 25045, 4-3-12 Chapter: 807.122 "The Food Code" | Streamline permitting and decrease fees for farmers markets | | | Permitting | | | |
| **Nebraska** | LB10-986 | Authorized grants under the Agricultural Opportunities and Value-Added Partnerships Act to be used to purchase EBT machines at farmers' markets, and for marketing, promotion and outreach activities related to federally subsidized food and nutrition programs at farmers' markets. | | | Allocations/support | Grants under the Agricultural Opportunities 23 and Value-Added Partnerships Act | | |
| **New Jersey** | AB10-3688 | Created the "New Jersey Fresh Mobiles Pilot Program Act" which requires the Department of Agriculture to develop and assist in the implementation of a mobile farmers' market program for one year. Authorized food vendors would have to accept low-income food vouchers in order to provide mobile farmers' markets to low income residents of food deserts. The bill also created the "New Jersey Fresh Mobile Operations Fund" to provide financing for fresh food vouchers, advertising, developing and distributing educational materials, and to offset other costs. | | | | | | |
| **New York** | AGM Article 22: 2011 | It is therefore the intent of the legislature and the purpose of this article to encourage farmers' markets in the state by providing state assistance to municipalities and public and private agencies interested in developing new markets or expanding or reconstructing existing farm market operations. Section 262: State aid for farmers' markets. There is hereby created within the department a program of grants for the purpose of providing state assistance for farmer's markets. In administering such program, the commissioner, to the extent feasible, shall ensure an equitable distribution of awards to rural areas and other areas of the state. | "Farmers' market" shall mean any building, structure or place, the property of a municipal corporation or under lease to or in possession of a public or private agency, individual or business used or intended to be used by two or more producers for the direct sale of a diversity of farm and food products, as defined in subdivision four of this section, from producers to consumers and food buyers. | | Allocations/support | | | |

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| **City of New York** | | New York City Department of Parks and Recreation has changed the permitting process for farmers markets on our property. Farmers Markets that meet certain requirements will no longer need to obtain separate permits from both the Borough Permits Office and the Revenue Division. In place of the previous policy, where the Borough Permit Office issues a facility permit, and the Revenue Division issues a Temporary Use Authorization (TUA).<br><br>Farmers Markets will now only need to obtain a City Parks Farmers Market Permit for FMNP Certified Vendors Application from the Borough Permit Office | | | Permitting | | | |
| **City of New York** | Health Bucks | $2 to $5 match: Developed and distributed by NYC Health Department District Public Health Offices. Beginning in 2014, all New York City markets will accept Health Bucks | | Health Department District of Public Health Offices | Incentive Program | | Where to Find Local Produce \| Where to Find Nutrition Education Workshops \| Health Bucks | |
| **Pennsylvania** | | | | | | | | |
| **City of Philadelphia** | Philly Food Bucks (2010) | $2 to $5 match: Since the program's introduction sales at The Food Trust's farmers' markets has increased by more than 375% | | Philadelphia Department of Public Health and The Food Trust | Incentive Program | | The Food Trust's Food Bucks Network | |
| **Vermont** | HB09-192 | Appropriated $35,000 to the secretary of agriculture, food and markets to help finance the costs of electronic benefit machines and related expenses at farmers' markets. "the general assembly directs the department to dedicate at least $35,000.00 for the purpose of helping Vermont farmers' markets cover the costs of electronic benefit machines and related expenses, or to use the money for other administrative programs that facilitate access to healthy local foods | | | Appropriations | American Recovery and Reinvestment Act (ARRA) of 2009 | | |
| **Washington** | HB09-1244 | Appropriated $600,000 for each of fiscal years 2010 and 2011 to fund the Local Farms and Healthy Kids grant program that, among other local food initiatives, will include a Washington farmers' market technology improvement pilot program. | | | | | | |
| **City of Seattle** | Ordinance 09- 123090 | This legislation will amend the applicable fee schedules to reduce permitting fees required by the Seattle Department of Transportation (SDOT), Seattle Department of Parks and Recreation (DPR) and Seattle Fire Department (SFD) to site regularly recurring farmers markets on public and private property. The legislation will also designate the Office of Economic Development (OED) to develop the eligibility criteria and administrative rules for program participation and coordinate the permitting process with the other departments | | | Permitting | Fiscal note for Non-Capital Projects | | |
| **City of Seattle** | Fresh Bucks Bonus Program | A match of up to $10 in Fresh Bucks for the first $10 of EBT redeemption per market day. | | Office of Sustainability and Environment | Incentive Program | A pilot SNAP incentive program was started in 2012 with philanthropic funding, in partnership with one farmers market organization (7 markets). In 2013 the program grew to be available at all farmers markets in the city. Funding was a mix of City dollars ($50,000) and philanthropic support ($140,000). The current funding level is $150,000 per year with the bulk of the funding from the City, with some ($50,000) philanthropic dollars. Currently collaborating with markets around the state who are running incentive programs and working with the Washington State Farmers Market Association to develop a statewide network of incentive programs. | | Sharon Lerman |
| **Wisconsin** | | | | | | | | |
| **City of Madison** | MadMarket Double Dollars Program | 1 to 1 match up to $30/person at participating market | City of Madison and Community Action Coalition | | Incentive Program | | | |

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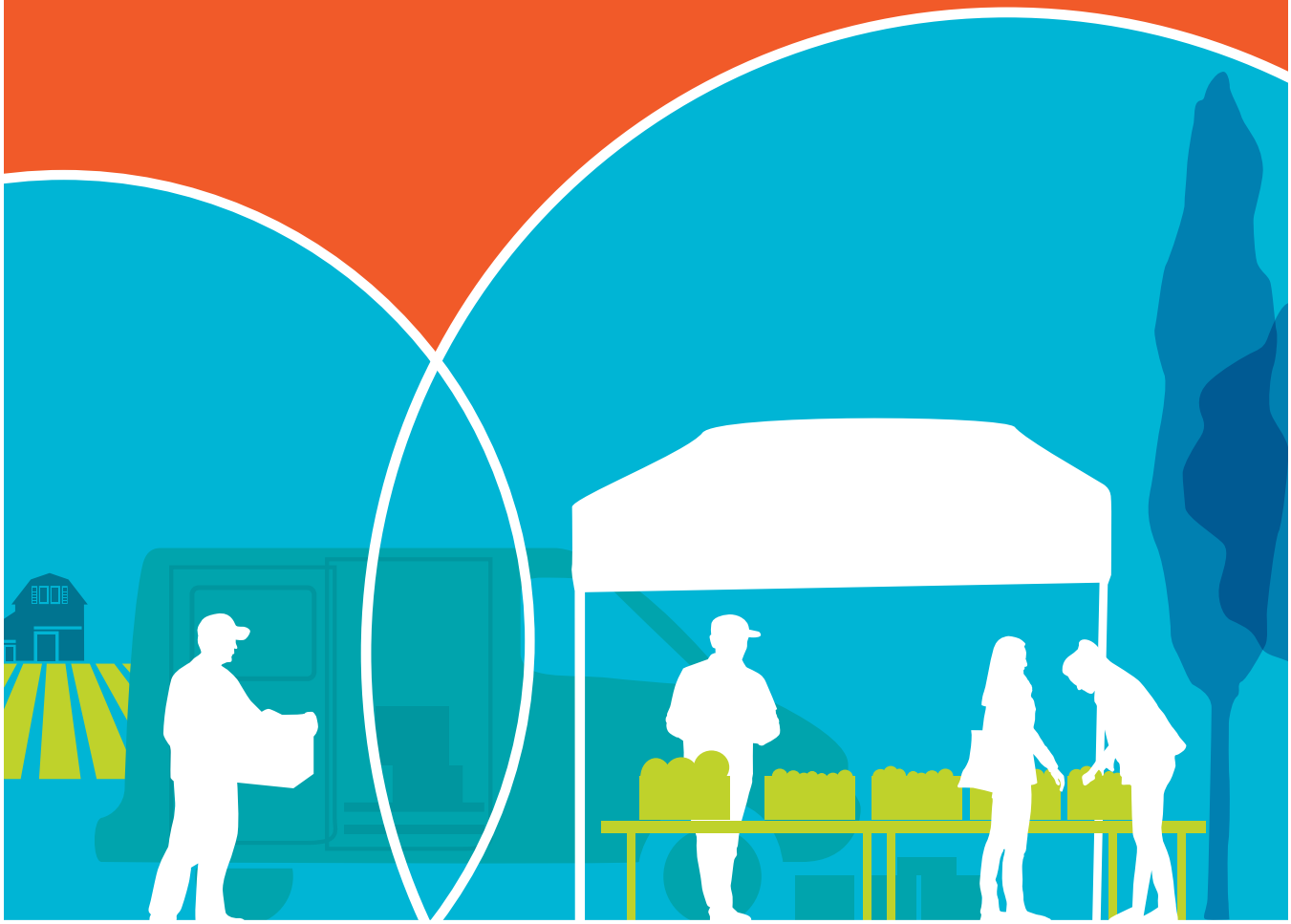
# From the Ground Up

## *Land Use Policies to Protect and Promote Farmers' Markets*



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**Authors**

Heather Wooten, MCP, Senior Planner & Program Director

Amy Ackerman, JD, Consulting Attorney

**Acknowledgements**

Angela Hadwin, MCP, Healthy Planning Fellow

**Graphic Design**

Karen Parry | Black Graphics

**Photos**

Karen Parry (pages 4, 18, and 26), Lydia Daniller (pages 6, 16, 23, 30, and 35), and Flickr Creative Commons: Anuj Biyani (page 10), muffet (page 12), John Loo (page 14), and alexander.steed (page 15).

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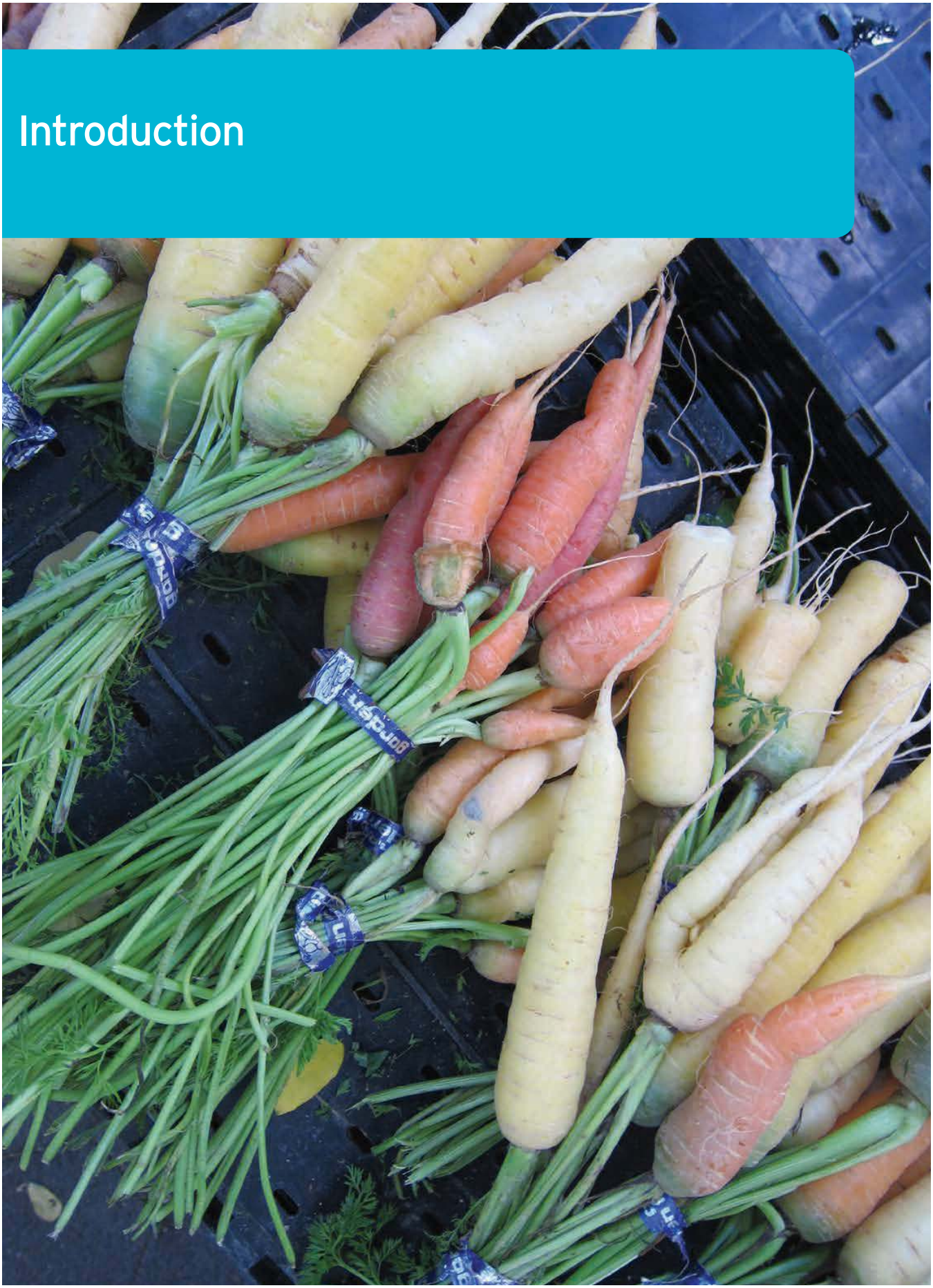
# Introduction



Local governments can promote access to fresh produce, support local farmers, create community gathering places, and revitalize neighborhoods by supporting farmers' markets.

This guide provides an overview of farmers' market policy issues and community-tested best practices. It also features a set of complementary model land use policies for comprehensive plans and zoning ordinances. We wrote this guide for local government staff (planners, public health departments, etc.), elected officials, farmers' market managers, food policy councils, and other stakeholders, to provide practical guidance and tools that communities can customize to create more farmers' market opportunities and to ensure their long-term viability.

**Section 1** walks through some fundamental information about what farmers' markets are, how they benefit communities, and how land use policies can support markets that meet a variety of community needs.

**Start here if you want to learn more about some of the special land use needs and barriers markets face, or if you're looking for innovative approaches and case studies from communities that have adopted farmers' market land use laws.**

**Section 2** presents a brief overview of relevant state laws and goes into more detail about what land use laws regulate, who adopts them, the difference between comprehensive plans and zoning, and information about how different parts of zoning codes function in relation to farmers' markets.

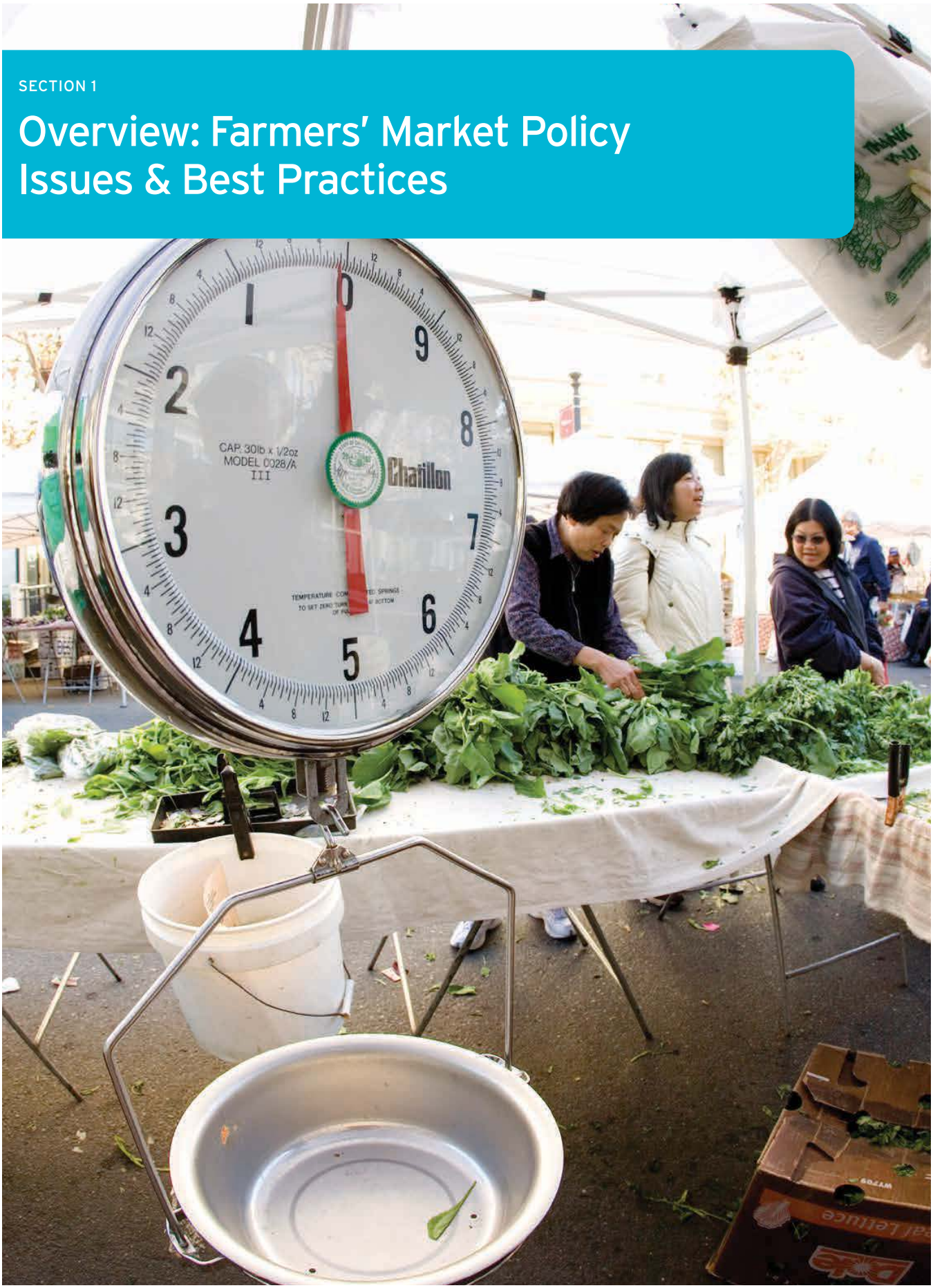
**Read this section if you are new to land use policies or need a refresher, or if you want to know how state regulations bear on local farmers' market policies.**

**Sections 3 and 4 are the heart of this guide: the model comprehensive plan and zoning ordinance language.** These sections are annotated with comments, and you will find that many of the policy options discussed refer to best practices or legal issues covered in more depth in Sections 1 and 2.

**Section 5** provides links to a wide range of our favorite farmers' market resources. **This list is especially useful for finding more information on topics not directly discussed in this guide, like market management or accepting payment from federal food assistance programs.**

SECTION 1

# Overview: Farmers' Market Policy Issues & Best Practices



## What are farmers' markets?

Farmers' markets look different in different communities. They can be year-round or seasonal, indoors or out, daily or only once a month — but they share a common focus on providing fresh, local produce and fostering a direct connection between the people who grow food and those who eat it.

Farmers' markets are an example of a specific type of food retailing known as "direct marketing," in which producers sell directly to consumers.[1] Because farmers themselves sell at farmers' markets, there is a practical limit to the distance the food travels before reaching consumers. This is what makes farmers' markets different from other types of markets that sell food, where vendors resell products purchased from farmers, wholesalers, or distributors. While these kinds of markets (like produce markets or flea markets) can be important sources of healthy food for communities, in this guide, we focus on farmers' markets as a unique community asset with their own policy and regulatory issues and needs.

## Why are farmers' markets important for healthy communities?

Farmers' markets improve access to locally grown fresh produce by bringing local farmers and their produce directly to communities.[2] Shopping at a farmers' market provides a way for consumers to purchase regional and cultural specialties directly from the source, minimize the energy consumption involved with food transportation and storage, re-circulate dollars back into the local and regional economy, and support farms that employ sustainable and organic farming practices.[3]

Farmers' markets provide an appealing environment for introducing customers to new types of locally grown fruits and vegetables as well as new methods of preparation.[4] Consumers make direct connections with producers and gain better understanding of where their food comes from.[5] In fact, it is this personal relationship between producer and consumer that motivates many consumers to shop at farmers' markets.[6]

Although farmers' markets are sometimes perceived as being more expensive than conventional grocery stores, a series of studies have found that products at farmers' markets were consistently less expensive than the same products sold in grocery stores.[7]

Farmers' markets can also provide healthy, fresh, affordable produce for low-income shoppers. In fact, 60 percent of shoppers at farmers' markets in low-income neighborhoods believed that the farmers' market offered better prices than the grocery store. Similarly, only 17 percent of residents who did not shop at the market saw price as a barrier.[8]

Whether or not they are more expensive than conventional retailers, farmers' markets remain largely inaccessible to low-income shoppers when they do not accept federal food assistance programs, like the Supplemental Nutrition Assistance program (SNAP, formerly known as food stamps). These financial assistance programs not only increase access to fresh, locally grown produce for low-income households,[9] they've also been shown to increase consumption of fresh produce.[10] Families who receive these benefits eat more fruits and vegetables after receiving farmers' market coupons, and they eat more produce than those who do not receive coupons.[11] More often than not, low-income shoppers using federal food assistance also spend their own money at farmers' markets, boosting their produce consumption and the local economy.[12] (See *How can federal food assistance programs support farmers' markets?* on page 16 for more information about these programs and how they work.)

## What are land use policies?

*Land use policies establish where farmers' markets can locate, whether they need to get special permits or can simply operate by-right, and what operating standards they need to follow.*

Land use policies let local governments like cities, towns, and counties establish a framework for how development will occur. The land use toolbox contains a variety of regulations and policies. Comprehensive plans provide a high-level blueprint for future growth, covering issues from housing to transportation to parks and open space. Zoning ordinances create detailed guidelines for where different uses (like houses, shops, and offices) can occur, and how buildings and urban space should be designed. For more information about how land use policies work, see *Section 2: State & Local Laws Regulating Farmers' Markets*.

## Why develop local land use policies for farmers' markets?

When communities look to establish or expand a farmers' market, their initial concerns are usually about supply and demand: "Do I have enough interested farmers?" "What will shoppers want to buy?" Unfortunately, local policies can pose additional — and unnecessary — challenges. It may be hard to find a location where a farmers' market can operate. Organizers may face expensive and time-consuming permitting processes, and they may be required to follow operating regulations that don't meet their needs, like renewal schedules that don't match the market season.

At best, policy barriers limit the reach and potential benefits of farmers' markets. At worst, they can prevent markets from opening in the first place.

Zoning codes often fail to mention farmers' markets or group them with other temporary uses. That simple regulatory omission can pose a major obstacle because, generally speaking, if a type of land use is not specifically defined and permitted in a zoning code, it is considered illegal. Omitting markets as a defined use, or grouping them with other temporary or seasonal uses (like street fairs or Christmas tree lots), can make it hard to find a location for farmers' markets or force organizers to pay thousands of dollars in special permit fees.

By crafting local policies specifically for farmers' markets, communities can not only remove or ease regulatory barriers, they can also provide explicit protections and incentives. What follows are some of the ways land use policies can support farmers' markets.

### Make it easier to find sites and less costly to open markets

A zoning law that establishes farmers' markets as an allowed use in specific zones eliminates the need for a permit and increases the land available for markets. It can also help to protect existing markets in the allowed use area.

From Los Angeles County[13] and Portland, Ore.,[14] to Minneapolis[15] and Miami,[16] a growing number of communities are developing land use polices that specifically address farmers' markets, making the process of establishing and sustaining markets easier and more transparent, and eliminating requirements for local land use permits or reducing permit costs.

In addition to reducing regulatory barriers, local governments can streamline the process for obtaining permits. In Seattle, the Office of Economic Development serves as a one-stop shop and administers all relevant permits (including parks and recreation, fire, police, and transportation) for farmers' markets on public and private land.[17, 18]

### STREAMLINING THE PROCESS: SAN JOSE, CALIFORNIA

San Jose is located near some of the most productive agricultural land in the country. But a coalition of health groups and government agencies recently discovered that the process for securing farmers' market permits was so costly and time-consuming it was discouraging the launch of new markets, particularly in underserved neighborhoods.[19]

How burdensome was the process? All farmers' markets on private property required at least a Special Use Permit, necessitating a public hearing with the planning director, a $1,400–$2,000 fee, and a 6- to 12-week processing period. Year-round weekly markets required a Conditional Use Permit with even steeper fees and a longer wait.[20]

In 2011, the San Jose city council adopted policy goals in their city-wide general plan to increase residents' access to healthy food, including support for farmers' markets.[21] To implement those goals, the council then prioritized streamlining the farmers' market permit process. Funding from the Santa Clara County Department of Public Health launched a partnership between public health groups and city agencies, called the Campaign for Healthy Food San Jose.[22]

Richard Buikema, a senior planner who drafted the revisions, credits the Campaign's support and the general plan's directive for ensuring that farmers' markets got the policy attention they needed. Many groups and individuals participated in more than 20 public events hosted by the Campaign to discuss proposed changes.

Input from more than 1,500 community residents, as well as expert guidance from key stakeholders, helped ensure that these policies would address food access needs while limiting potential neighborhood nuisance.

Buikema cites the Pacific Coast Farmers' Market Association, a local nonprofit that manages many farmers' markets in the region, with providing critical feedback to ensure that the new regulations would make sense from the standpoint of a market operator.[23] For example, market managers encouraged the city to stipulate a ratio of agricultural to nonagricultural vendors, rather than an unwieldy regulation based on overall market square footage. Buikema also made it a point to ensure regulatory consistency by consulting with the two county agencies that also regulate farmers' markets, the Agriculture Commission and the Department of Environmental Health.

One innovative measure San Jose took from the pages of Minneapolis' code was to create a distinct definition of a "Small Certified Farmers' Market" that is allowed by right (no need for a zoning permit) in most areas of the city. (Learn more about zoning for markets of different sizes in *Going Small: Minneapolis* on page 12.) These smaller markets may not operate for more than six hours a day, limiting any potential nuisance effects (like traffic or noise). Larger markets, with

more than 15 agricultural vendors, will still need to apply for a Special Use Permit, which is less burdensome than a Conditional Use Permit but still ensures review by planning department staff.[24]

The Campaign for a Healthy San Jose anticipates that, as a result of this ordinance, as many as 20 new markets may open over the next year,[25] providing some of the 52 percent of low-income San Jose residents who currently live over a mile from the nearest farmers' market with the opportunity to walk to one in the near future.

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## Optimize market sites

Land use policies can help optimize the location of farmers' markets when establishing where markets may operate. Engaging residents in the process of adopting zoning and general plan language to support markets can lead to a broader conversation about how a community can maximize the benefits of farmers' markets. One effect of planning could be to allow the municipality to prioritize markets in appropriate sites (such as near a school, a town center, or public transportation, or in neighborhoods without a fresh produce outlet) and to plan for new markets.

**Public parks** can be great sites for farmers' markets: they are often conveniently located within walking distance of neighborhoods, offer space for parking and for vendors to set up stalls and tents, and activate parks by attracting residents. In San Francisco, farmers' markets may be located on parkland, provided that the market does not significantly interfere with public use and enjoyment of other areas of the park. San Francisco's ordinance requires the commissioner of agriculture to work with the recreation and park department to identify suitable sites for farmers' markets on city parkland.[26]

**Community institutions** like schools, libraries, hospitals, and universities can also host farmers' markets. In 1998, parents at La Jolla Elementary School in San Diego established a Sunday farmers' market at the school. Initially hosting 14 farmers and one artisan, the market has grown to become a central community meeting place with nearly 100 vendors each Sunday. Since its inception, the market has helped to fund a new library, as well as art, music, and technology programs at the school.[27] Kaiser Permanente hosts farmers' markets at its hospitals in California, Colorado, Georgia, Hawaii, Oregon, and Washington, D.C., to serve hospital visitors, patients, and employees.[28] At Wayne State University in Detroit, a campus farmers' market serves the university and broader community, and features farmers from Detroit and the surrounding metropolitan area. The market accepts EBT cards and the Wayne State One Card, which students and employees use for university purchases.[29]

**In downtowns** or neighborhood commercial corridors, markets can also be part of a strategy to support local businesses and promote economic revitalization. In Iowa, a nonprofit partnership known as the Cedar Rapids Downtown District hosts a downtown farmers' market that is one of the largest open-air markets in the Midwest, attracting more than 160 local vendors.[30] Since 1993, the Chamber of Commerce in Millbrae, Calif., has sponsored a downtown year-round Saturday farmers' market in a city parking lot, with many local merchants offering special prices on market days.[31]

## Support markets of different sizes

When it comes to farmers' markets, one size doesn't fit all. Markets of various sizes can serve different community needs. Large markets can be destination shopping experiences, bringing residents from across the community together and attracting visitors from out of town. Small-scale markets, with just a few or a dozen vendors, might be tucked into hospital or church parking lots, in a schoolyard, or along the sidewalk in front of a senior center. Land use and permitting policies can help markets of all sizes flourish.

### GOING SMALL: MINNEAPOLIS

Farmers' markets are lauded as a way to get fresh produce to city residents — but in Minneapolis, as in many cities, there was a missing link: farmers' markets weren't convenient or accessible to those with the fewest options for buying fresh produce in their neighborhoods.

In 2006, seeing an opportunity, an intern at a Minneapolis-based nonprofit decided to try an experiment. The nonprofit organization — the Institute for Agriculture and Trade Policy (IATP), which works for fair and sustainable food systems — partnered with a nearby senior housing high-rise to open an on-site farmers' market, launching the first of what would become the city's "mini" farmers' markets.

The first mini-markets navigated a regulatory process designed for much larger markets, encountering daunting administrative and cost hurdles. Over the next six years, IATP and the City of Minneapolis refined and institutionalized the mini-markets program.

After struggling to establish the first season's mini-markets, a team of city staff and advocates developed the first permitting process for small markets in 2007. The team included IATP, a city councilmember's aide, and representatives from the zoning, regulatory services, and health and family services departments. Together, they pushed city staff to reevaluate obsolete regulatory practices that prevented small markets from opening. The result of the team's efforts was a new "local produce market" license, designed with mini-markets in mind.

Mini-market managers would not have to pay to renew permits, and the zoning and health review fees were reduced by hundreds of dollars. Farmers wouldn't have to pay to rent space at the market; instead, they would be asked to donate

unsold food to local food shelves.[32] Mini-markets could be held at any location in Minneapolis that complied with the health and zoning codes for locations with food sales.

Mini-markets required only a local produce market permit, rather than a business license, which greatly reduced the time and expense of establishing a new market.

In 2011, the city overhauled all farmers' market policies and, in the process, formalized the mini-market program.[33] The new ordinance also allowed market vendors to sell a wider range of products, something customers and market managers had requested. The user-friendly policy has helped make the mini-market program a runaway success, growing from a handful of markets the first year to 21 markets three years later.[34]

Today, community organizations — such as hospitals, churches, and community centers — host and manage the markets. According to IATP staff member Madeline Kastler, IATP served as the liaison between market managers and the city, providing technical assistance throughout the application process.[35] The nonprofit also helped markets recruit vendors and do promotion. IATP championed the markets at the state level as well, convincing the Minnesota Department of Agriculture to allow mini-markets to accept Farmers' Market Nutrition Program (FMNP) coupons under the umbrella of IATP (the markets are too small to do it themselves). Kastler reports that with this provision in place, the coupons are used more often than cash at some markets.[36]

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## Increase access for low-income shoppers

To make fresh, local produce accessible to more residents, particularly those with limited income, land use policies can be instrumental. Zoning provisions can require farmers' markets to accept various forms of food assistance. (See *How can federal food assistance programs support farmers' markets?* on page 16 for more information.) In San Francisco, for example, farmers' market vendors are required to accept coupons, vouchers, and EBT cards (Electronic Benefit Transfer cards for food stamps).[37] San Jose requires all new farmers' market applicants either to accept WIC/EBT or to allow a third party to operate onsite redemption.[38] Los Angeles County also has made it mandatory that farmers' markets accept EBT.[39] These kinds of requirements should be implemented with technical assistance and support, which partner agencies or organizations can provide.

## REDEEMING BENEFITS: SAN FRANCISCO

All farmers' markets in San Francisco are required to accept federal, state, and local food assistance, including EBT. When the ordinance was adopted in 2007 – the first of its kind in the country – two of the city's markets regularly accepted EBT. Today, all 18 markets are in compliance.

The San Francisco Department of Public Health was instrumental in developing the mandatory EBT policy. A series of interviews they conducted with city employees, market managers, and low-income residents reinforced concerns that the failure of farmers' markets to accept EBT was a barrier to food security in low-income neighborhoods.

Market operators were generally supportive of improving EBT access, but reported that they did not have the technical or financial capacity to implement EBT systems on their own.[40] Before developing a mandatory EBT policy, the city gauged the feasibility by providing technical assistance to help market operators implement EBT systems, and conducted outreach to inform EBT recipients about access to farmers' markets. Once it was clear that EBT could work throughout the city, health department staff helped develop the legislation.

EBT sales at farmers' markets have been climbing steadily since 2006, and as recently as 2010, monthly SNAP sales were nearly double the previous year's average.[41]

Under California's Certified Farmers' Market program, markets have the option to apply for certification under a county agricultural commissioner, and certification is renewed on a yearly basis.[42] To qualify for renewal, markets in San Francisco must demonstrate to inspectors that they are set up to accept EBT. Recertification forms don't explicitly ask about EBT, according to Agricultural Commissioner Miguel Monroy, but inspectors are instructed to ask market managers about compliance and to check for EBT machines on site visits.[43] "If a market has machines, we assumed they are being used."[44]

Commissioner Monroy reports that no markets have been shut down or denied a renewal for failing to accept EBT, but at least one market was prevented from opening due to noncompliance. Beyond basic enforcement at the time of renewal, the city's Agriculture Program is not responsible for helping markets set up EBT machines and systems. Five years after the ordinance passed, the markets "know they have to accept EBT," Commissioner Monroy says.

## Maximize opportunities for local producers to connect with consumers

Communities need to define farmers' markets in order to regulate them, and definitions can vary widely. Some are limited to agricultural products farmers grow themselves and sell directly to consumers.[45] Others allow prepared foods, flowers, or even crafts.[46] A more expansive definition of farmers' markets that includes a range of goods and products (including reselling produce) may be necessary in communities where short growing seasons or a limited pool of producers hinder the development of farmers' markets. Other communities may prefer a narrower definition of farmers' markets as producer-only markets, to promote local products and the producer-consumer relationship. When crafting definitions, communities should consider financial viability, local food access goals, consumer expectations, and vendor needs.

### DEFINING SUCCESS: PORTLAND, OREGON

When the city of Portland embarked on the process of updating its urban food zoning code in 2012, one major goal was to accommodate the more than 20 farmers' markets already operating in the city and to encourage new markets to set up shop in areas with limited food access.[47] The update included a much-needed definition of farmers' markets and streamlined the permitting process, essentially making it easier to approve markets that better reflected what the community wanted.

The city decided to define farmers' markets as having a mix of vendors in which at least half were agricultural producers. In establishing this definition, the city sought in part to address concerns that "rogue markets," which do not advance the goal of increasing food access, would take advantage of the new permitting process.

This decision was made with much input from people who run farmers' markets, balancing their needs with regulations that could be practically enforced. "We're not going to go after a market that might have only 49 percent of vendors selling produce," says Portland senior planner Jessica Richman. "How can you enforce that? We're worried about the extreme cases where 90 percent of people are selling jewelry and one person is selling tomatoes."[48]

Richman credits an advisory panel of individuals with a range of deep experience in multiple parts of the food system as the single most important asset in creating a practical and effective code.

The panel's expert guidance helped the planners draft a code that addresses both neighborhood concerns and operator needs. The city dropped limits on operating hours, for example, after speaking with farmers' market managers and community members who pointed out that several markets near residential areas had run for years without any complaints.[50] "Portlanders love food," Richman says — and now, their devotion is reflected not only in their shopping bags but in their city code, too.[50]

## How can federal food assistance programs support farmers' markets?

**The Supplemental Nutrition Assistance Program** (SNAP, formerly called food stamps) helps low-income people by providing money to eligible participants to buy certain foods. SNAP is an entitlement program, meaning that Congress sets aside funds to allow every eligible American to participate — although not every person eligible for SNAP participates in the program. State public assistance agencies run the program through local offices.[51] Some states use a different name for the program; for example, Wisconsin calls its program FoodShare Wisconsin.[52]

The USDA encourages all farmers' markets to accept SNAP benefits and provides technical assistance and funding to help them do so.[53] Farmers' markets may apply to the USDA's Food and Nutrition Service (FNS) for a license to accept SNAP benefits. The FNS licenses any eligible retailer. Farmers' markets accept SNAP payments for food using the Electronic Benefit Transfer (EBT) card, a type of debit card.

With the move to EBT instead of paper food stamps, retailers must have point-of-sale terminals. A growing number of farmers' markets allow shoppers to redeem food stamps electronically for "scrip" (reusable tokens that can be made from hard-to-counterfeit wood or plastic) at a central location and use it for market purchases. The USDA's publication *Supplemental Nutrition Assistance Program (SNAP) at Farmer's Markets: A How-To Handbook* describes the benefits of SNAP and the process for accepting SNAP.[54]

**The Women, Infants and Children (WIC) Farmers' Market Nutrition Program (FMNP)** provides fresh, locally grown produce to participants in the Special Supplemental Nutrition Program for Women, Infants and Children, popularly known as WIC, and works to expand the awareness and use of farmers' markets.[55] Currently, 46 states, territories, or Indian Tribal Organizations operate the FMNP. State agencies issue eligible WIC participants FMNP coupons (typically between $10—30 per year, per recipient) in addition to their regular WIC food vouchers. WIC participants may use the coupons to buy eligible foods from farmers, farmers' markets, or roadside stands that have been approved by the state agency to accept FMNP coupons; the farmers, farmers' markets, and roadside stands then submit the FMNP coupons to a bank or state agency for reimbursement. State agencies may supplement FMNP benefits with state, local, or private funds. During 2011, 1.9 million WIC participants received FMNP benefits, and farmers received more than $16.4 million in revenue from the program.[56]

In 2009, The U.S. Department of Agriculture approved a new WIC food package that includes, for the first time, fresh fruits and vegetables. New cash value vouchers make available to WIC participants $6—10 per month for fresh, frozen, or canned fruits and vegetables. Each state decides whether these vouchers may be redeemable at farmers' markets.[57] Currently, 18 states and two U.S. territories allow farmers to accept these cash vouchers.[58]

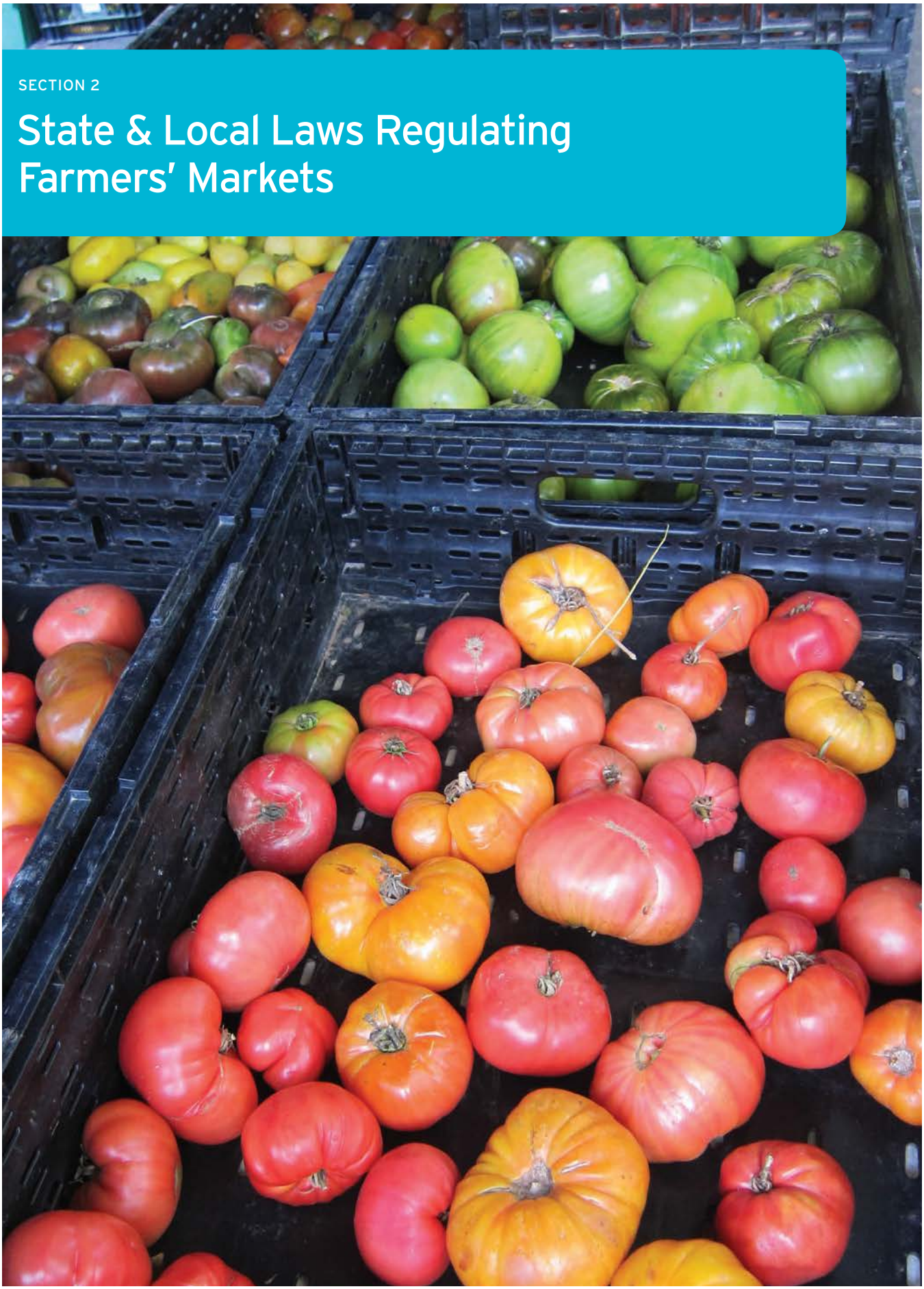
**The Senior Farmers' Market Nutrition Program (SFMNP),** established in 2001, extends grants to states, territories, and federally recognized Indian tribal governments to provide low-income seniors with coupons to purchase fresh produce from farmers, farmers' markets, roadside stands, and community supported agriculture programs. Benefits are provided to eligible recipients for use during the harvest season.[59] In 2011, grants were awarded to 51 state agencies and tribal governments, and more than 860,000 seniors received coupons.[60]

**Farmers' market incentive programs** help low-income shoppers' food dollars go farther. A number of communities are developing programs that provide subsidies to low-income residents for purchasing food at farmers' markets. These incentive programs may be funded by public or private sources. (The Wholesome Wave Foundation currently provides major support for a number of initiatives.)[61] They often augment the purchasing power of food assistance program participants by providing either a cash voucher, or extra value for every dollar they spend. The benefit of such programs may last well beyond the initial investment required: studies indicate that recipients continue to shop at farmers' markets even after coupon programs expire.[62]

At the San Diego City Heights Farmers' Market, federal food program participants receive double the value of their benefit dollars when shopping at the market — up to $20 "Fresh Fund Dollars" per month. Fresh food vendors redeem the vouchers for cash at the end of the day.[63] Seven urban farmers' markets in Rhode Island offer "Fresh Bucks" for low-income residents receiving federal assistance. Those using their electronic benefit cards may receive up to $10 per day in additional money to spend at the markets.[64] Many communities use a combination of public funding and philanthropic grants to offer additional cash to low-income residents for purchases at farmers' markets.

SECTION 2

# State & Local Laws Regulating Farmers' Markets



Farmers' markets may be regulated by both state and local law. State law may regulate the health and sanitation of farmers' markets, while local law, through comprehensive plans and zoning, may regulate the location and operation of food establishments.[65]

## State Laws

Some states have seen a need to regulate farmers' markets as separate from other kinds of food facilities (like restaurants or grocery stores) in order to create specific benefits for farmers and consumers engaging in direct sales, protect the public's health, and ensure consistent enforcement of ordinances.

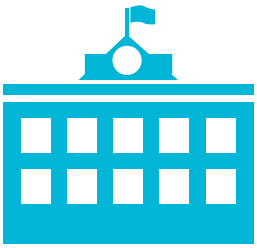
In California, state law limits the definition of "Certified Farmers' Markets" to markets where farmers sell agricultural products they grow themselves or processed products made from agricultural products that they've grown ("direct marketing").[66] Nevada uses a similar definition.[67] California provides an additional benefit: So long as the produce meets certain quality requirements, produce sold at a California Certified Farmers' Market is exempt from grade, size, labeling, packaging, and other similar requirements for fruits, nuts, and vegetables.[68] This provision allows farmers to sell products that they may not otherwise be able to sell, and gives consumers the ability to buy fresh produce without the additional costs from transportation and distribution.

Although the food codes are state law, they are implemented locally at the county or regional level.

States also regulate farmers' markets to protect public health. These regulations vary considerably across the states. All states have laws setting health and sanitation standards for food retail establishments. Forty-nine of 50 states have laws based on the U.S. Food and Drug Administration's model Food Code from 1993 or later.[69] Updated most recently in 2009, the model Food Code sets forth sanitation and food-handling requirements for restaurants, retail food stores, vending operations, and other locations where people sell or offer food.[70] State legislatures adopt the model Food Code either "as is" or with changes. State laws or regulations assign the authority to implement and enforce the code to county environmental health, agriculture, or similar offices.

Whether and how state food codes apply to farmers' markets varies considerably across states.[71] In California, for example, a farmers' market is considered a "food facility" and must obtain an operating permit under the state's retail food code, but only sanitation standards specific to farmers' markets apply.[72] In contrast, Iowa's food retail law specifically excludes farmers' markets from regulation as food establishments.[73] In other states, the agriculture commissioner regulates farmers' markets.[74] Because state law varies, it is important to review the state law governing any local community to ensure that it does not affect the community's

ability to regulate farmers' markets. In addition to health and safety regulations, farmers' markets and their vendors may also be subject to licensing and labeling laws, tax laws, and labor laws.



## Local Land Use Laws

Land use regulation primarily takes place at the local government level through planning, zoning, and subdivision regulations. All states have some type of enabling act empowering municipalities to enact zoning ordinances or regulations.[76] Local governments use zoning and other land use measures to regulate the growth and development of the city in an orderly manner.

Comprehensive plans and zoning ordinances are policy documents, and as such, they must be adopted by a local legislative body, such as a city council or a county board of supervisors. They are usually drafted by planning departments in consultation with a variety of stakeholders or experts. In the case of farmers' markets, that might include technical consultants, community members, farmers or market managers, and staff from other public agencies such as public health or parks and recreation.[77]

Although state laws vary in the type of legal authority they afford to local governments, most states encourage or require local governments to adopt comprehensive (also called "general" or "master") plans.[78] While these plans vary from state to state, they typically cover all land within the jurisdiction of the local governmental entity. Comprehensive plans establish guidelines for the land uses that are permissible in different areas within the community, guiding public and private development. Common issues addressed in comprehensive plans are future land use, transportation and circulation, housing, park and recreation areas, and public facilities.[79] More and more communities are using their comprehensive plans to also address a range of health and sustainability issues.[80]

While the comprehensive plan sets forth guidelines for the development of a community, the community's zoning ordinances set forth the regulations to carry out the policies of the general plan.

Zoning is a regulatory mechanism by which a government divides a community, such as a city or county, into separate districts with different land use regulations for each district. Simply stated, zoning determines what can and cannot be built, and what activities can and cannot take place, on all the various parcels of land throughout a community. Zoning ordinances are binding laws that the city or county is empowered to enforce. Generally, zoning must be "in accordance" with the comprehensive plan, but how this concept is interpreted varies widely among the states.[81]

Most local jurisdictions have "use-based" zoning laws. Use-based codes divide the community into distinct districts, such as residential, commercial, multi- or mixed-use, and industrial, and regulate the use and development of land according to each district's designation.[82]

If a farmers' market is not explicitly included in the zoning codes, it is vulnerable to being closed down as an "illegal" use or being displaced by development that is expressly permitted in a particular district.

Understanding the function of different zoning code elements will help readers better understand the model regulations provided in this document:

- **Use definitions** provide a *brief* but *clear* description of a **use**, which is the zoning term for a specific activity (such as a farmers' market). If a use is not described with a specific definition in the zoning code, it is generally de facto illegal.
- **Required use standards** set forth additional requirements for certain permitted and conditional uses. For example, use standards may impose specific requirements for lighting, hours of operation, maintenance, or other business operations.

Local governments have considerable discretion when enacting zoning regulations. Governments enact zoning laws under their "police power" — the power of the government to regulate private conduct to protect and further the public's health, safety, or general welfare.[83] Courts generally defer to the government's judgment regarding land use classification. Because, by its nature, land use regulation cannot be done with scientific precision, courts presume zoning ordinances are valid. Provided that there is a rational basis for different zoning treatment of similar lands or land users, courts will generally uphold regulations, even in the absence of evidence that the dissimilar zoning treatment will have its intended effect.[84]

**Here's a practical way to think about whether your community should adopt comprehensive plan policies, zoning ordinances, or both.** The comprehensive planning process usually involves community input, data collection, and a forward-looking discussion of community opportunities and challenges. Zoning amendments, on the other hand, may involve less community engagement and aren't undertaken with the same holistic approach to growth and development. So even though at first blush it might seem that a zoning ordinance change is sufficient to ensure that farmers' markets can thrive, communities might find significant value in making sure farmers' markets are included explicitly in a broader community plan, too. (And in states where comprehensive plans have significant legal weight, comprehensive plan policies can provide even more support for farmers' markets.)

## Options for Regulating Operating Standards

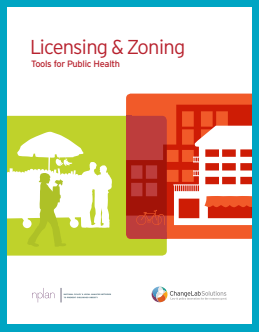
# Zoning Versus Licensing

ZONING is a way to **regulate the use of property.** Zoning laws grant rights attached to the **land**.

LICENSING is typically a way to **regulate businesses and professionals** working in certain fields. A license usually grants rights to the **person** who holds it.

The model zoning ordinance language provided in Section 4 of this guide includes language outlining required operating standards. Operating standards are business practices or performance criteria that a use must comply with, even if it is allowed "by-right" (that is, without any special or additional permits).

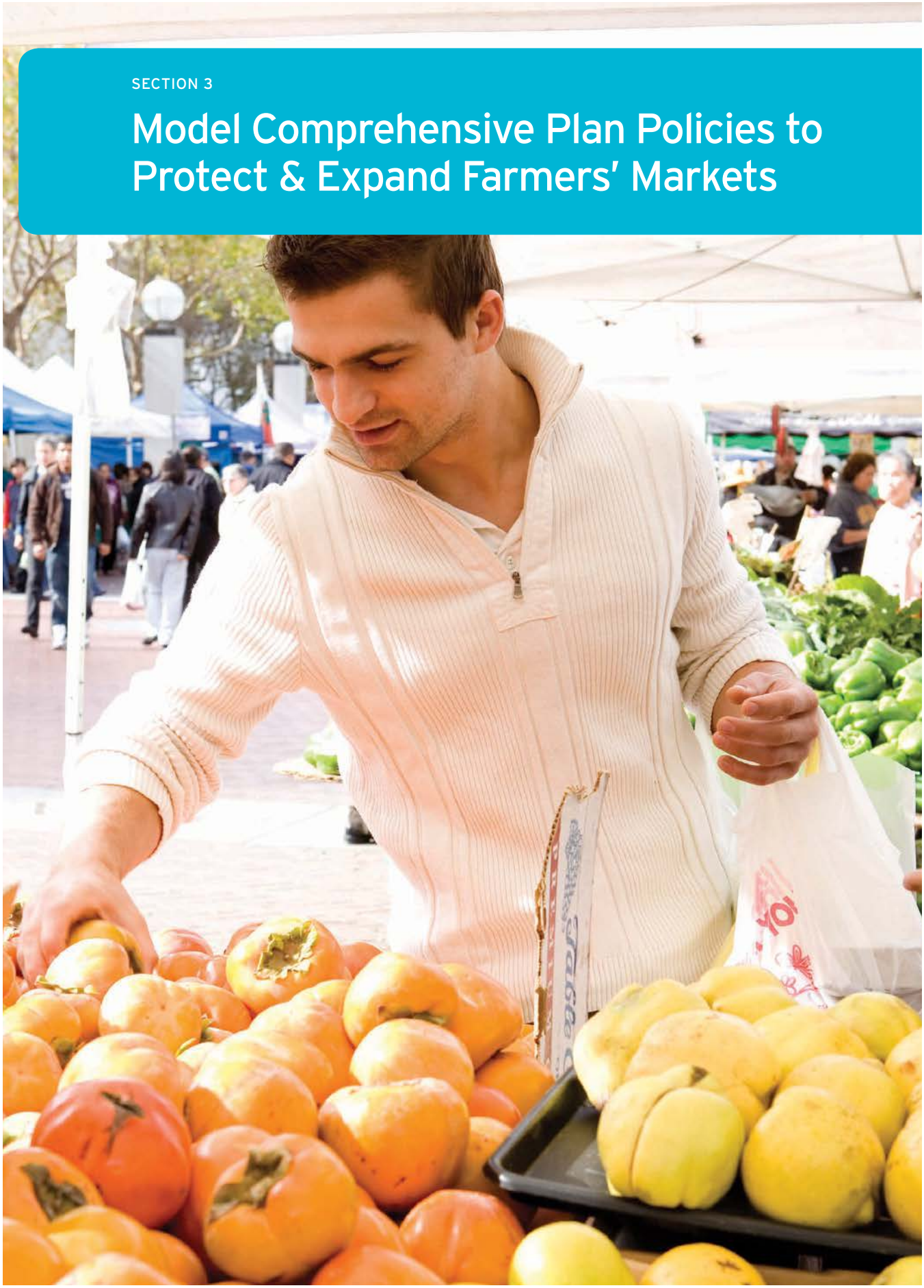
Some communities prefer to define and permit farmers' markets through zoning, but include operating standards in a separate business license or permit.[75] This enables enforcement of operating standards through the license renewal process. The operating standards for farmers' markets provided here can serve as a model, regardless of which regulatory tool communities choose to use.




For more information, see ChangeLab Solutions' fact sheet *Licensing & Zoning: Tools for Public Health*: www.changelabsolutions.org/publications/licensing-zoning

SECTION 3

# Model Comprehensive Plan Policies to Protect & Expand Farmers' Markets



The following model language for a comprehensive plan (also known as "general plan," "master plan," or "community plan") suggests goals, policies, and actions to protect existing and promote new farmers' markets. The language can be adapted to the needs of individual communities and incorporated into comprehensive plans in different ways.

Language in *italics* suggests different options or describes the type of information that needs to be inserted in the blank spaces in the policy.

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## Goal: Protect existing and establish additional farmers' markets to increase access to healthy, local, affordable, and culturally appropriate foods, encourage community-building, support local agriculture and economic development, and promote agritourism.

**Policy: Remove regulatory barriers to establishing new and protecting existing farmers' markets.** Review existing ordinances (zoning, permitting, etc.) that pose barriers to establishing farmers' markets, and revise ordinances as necessary to promote their establishment.

**Actions:**

- Enact [*zoning*] ordinances establishing operating standards for farmers' markets that address product and vendor mix, market duration/hours of operation, acceptance of federal food assistance, parking for bicycles and automobiles, recycling, composting, and trash collection.
- Create a "one-stop shop" for farmers' markets, housed in the [*agency/department*] that provides information about and assistance with obtaining required permits, including [*police and fire, street closure, parks*], and promotes priority market locations.

**Policy: Identify and prioritize potential farmers' market sites with the aim of increasing healthy food access for all residents.** Consider public property, including parks, schools, colleges and universities, transit stations, other institutions, and temporary street closures where feasible. Also consider private property, including hospitals and commercial centers.

**Actions:**

- Identify neighborhoods that lack access to fresh produce, and establish incentives such as reduced permit fees, streamlined permitting, and grants to encourage farmers' markets in those neighborhoods.
- Establish development [*requirements/incentives*] to provide for the dedication of land for neighborhood centers, public parks, squares, or plazas, or comparable uses that can be used for farmers' markets in new developments.
- Coordinate with neighborhood and community groups to prioritize sites for and promote local farmers' markets.

**Policy: Support farmers' markets that are accessible by a variety of transportation modes.** Promote farmers' markets on sites that have convenient pedestrian, bike, and public transit access and sufficient off-street parking.

**Policy: Support affordable markets.** [*Require*] the use and acceptance of federal, state, and local food assistance programs such as Electronic Benefit Transfer (EBT) cards and Women, Infants, and Children (WIC) benefits at all farmers' markets.

**Action:**

- Establish a program to provide technical assistance and support for accepting EBT, either through [*agency/department*] or a partner organization.

**Policy: Increase support for farmers' markets** through partnerships with other public agencies and private institutions, including school districts, food policy councils, neighborhood groups, senior centers, businesses, and agricultural organizations.

**Policy: Partner with schools.** Support the development of farm-to-school programs that offer locally grown foods in school breakfast and lunch programs, and allow schools to host farmers' markets on weekends or during after-school hours.

SECTION 4

# Model Zoning Language Establishing a Farmers' Market as an Approved Use

The following model ordinance provides that farmers' markets are an approved use of land in specific zones. This designation allows farmers' markets to be established and maintained in such zones without requiring a permit, finding, variance, or other land use approval. Because no land use approval is required, the ordinance sets forth basic regulations for farmers' markets, including requiring operating rules. Depending on the laws of the local community, a farmers' market may need to obtain a health permit, business license, or other type of permit.

Local jurisdictions will need to determine where within their existing codes the amendment would best fit, make other amendments as necessary for consistency, and follow the appropriate procedures for amending their zoning laws. The language can be adapted to the needs of individual communities.

Language in *italics* suggests different options or describes the type of information that needs to be inserted in the blank spaces in the ordinance. "Comments" provide additional information.

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## PERMITTED USE OF FARMERS' MARKETS

**1. Definitions.**

**a)** "Farm Products" means fruits, vegetables, mushrooms, herbs, nuts, shell eggs, honey or other bee products, flowers, nursery stock, livestock food products (including meat, milk, cheese, and other dairy products), and fish.

**b)** "Farmers' Market" means an [*outdoor*] market at a fixed location, open to the public, operated by a governmental agency, a nonprofit corporation, or one or more Producers, at which (a) at least [*75*] percent of the vendors sell Farm Products or Value-added Farm Products and (b) at least [*75*] percent of the vendors who regularly participate during the market's hours of operation are Producers, or family members or employees of Producers.

**c)** "Producer" means a person or entity that raises or produces Farm Products on land that the person or entity farms and owns, rents, or leases.

**d)** "Value-added Farm Product," means any product processed by a Producer from a Farm Product, such as baked goods, jams, and jellies.

**COMMENT:** In some states, state law defines the terms *farmers' market* and *farm products* or *produce*, and may set forth a regulatory scheme of enforcement. In California, for example, the local county agricultural commission must certify farmers' markets to ensure they meet the state's definition and comply with state law.[85] In Illinois, a statewide farmers' market task force is responsible for implementing statewide administrative regulations for farmers' markets.[86] Be sure to review your state law to determine if the state regulates farmers' markets, and if so, ensure that any local law conforms to it. If state law does not provide a regulatory framework, the municipality may need to include more regulations in its ordinance.

The definition of *Farmers' Market* in the model requires that farmers' markets meet two standards. First, it requires that a certain percentage (we suggest 75 percent) of the vendors sell farm produce or products made from farm produce. This requirement ensures that the preferential zoning designation is reserved for those markets that sell agricultural products. It distinguishes a farmers' market from a "flea market" or "swap meet" or other type of market, which may primarily sell crafts, furniture, or other non-food items, or which sell foods other than agricultural products. The vendor-based standard is a relatively simple one to monitor and enforce.

Second, the definition requires that a percentage of the vendors are farmers engaged in "direct marketing," that is, farmers directly selling to consumers the farm produce, or products made from farm produce, that the farmers grew themselves. While we suggest that 75 percent of the vendors be *Producers*, that number may not be feasible in communities with shorter growing seasons or fewer local farmers; in those communities, the number can be adjusted downward.

Finally, the definition is consistent with the USDA's definition for farmers' market to facilitate market acceptance of SNAP benefits.[87]

**Option: Small Markets**

Some communities, such as San Jose, Calif., and Minneapolis, have created separate categories and requirements for small and large markets. As described in Section 1, Minneapolis has created a category of "mini-markets" (also called "local produce markets"), which are small farmers' markets with five or fewer vendors who sell their own locally grown produce and flowers. Mini-markets require only a permit to operate (a "local produce market" permit), rather than a business license, which greatly reduces the time and expense of establishing a new market.[88] San Jose has created a category of "small farmers' markets," consisting of 15 or fewer vendors and occupying an area of 10,000 square feet or less.[89] These small farmers' markets do not require event or development permits.[90]

In some communities, a small farmers' market designation may help increase access to fresh produce in neighborhoods that lack ready access to produce. In addition, some communities may prefer to limit markets in residential areas to smaller markets while allowing larger markets in more commercial districts.

**2.** **Permitted use.** Farmers' Markets are a permitted use in the following zoning districts: downtown commercial, neighborhood commercial, institutional, public, mixed-use, open space, multifamily residential_____ [*add other use districts*] subject to the following regulations:

**a)** Compliance with all laws. All Farmers' Markets and their vendors comply with all federal, state, and local laws and regulations relating to the operation, use, and enjoyment of the market premises;[91]

**b)** Permits and licenses. All Farmers' Markets and their vendors receive all required operating and health permits, licenses, and certificates of insurance, and these documents (or copies) shall be in the possession of the Farmers' Market Manager or the vendor, as applicable, on the site of the Farmers' Market during all hours of operation;

**COMMENT:** Communities may wish to specify in the ordinance the types of permits and licenses required by the market and individual vendors.

**c)** Acceptance of payment from food assistance programs. For eligible goods or products sold, all Farmers' Markets and their vendors shall accept all forms of payment – or shall allow a legitimate and duly authorized third party to occupy space within the Farmers' Market area to operate a redemption program – by participants of federal, state, or local food assistance programs, including, but not limited to, the Supplemental Nutrition Assistance Program (SNAP) [*or insert state name of program*]; the Women, Infants, and Children (WIC) Farmers' Market Nutrition Program; and the Senior Farmers' Market Nutrition Program, all in a manner allowed by, and in conformance with, both federal and state laws and regulations as those laws and regulations may be amended from time to time.

**COMMENT:** It is important to require farmers' markets to accept payments from participants in food assistance programs in order to ensure that low-income residents have access to fresh produce and that local farmers can benefit from the spending power of these consumers. In some communities, a local community-based organization may run the EBT program at the market. The model language allows for vendors to accept benefits directly or to allow a third party to operate a central redemption program at the market. Communities should consider offering technical assistance and resources to markets to facilitate their participation in these programs.[92]

3. **Operating rules.** All Farmers' Markets have an established set of operating rules addressing the governance structure of the Farmers' Market, hours of operation, maintenance, insurance, security requirements and responsibilities, and appointment of a Market Manager.

**COMMENT:** States with more comprehensive farmers' market regulatory schemes may set legislative or regulatory standards governing their operations. If not, the municipality could include more specific standards within the ordinance.

4. **Market Manager.** All Farmers' Markets have a Market Manager authorized to direct the operations of all vendors participating in the market on the site of the market during all hours of operation.[93]

5. **Parking.**

   **a)** All Farmers' Markets shall provide for a minimum of one vehicle parking space for each vendor stall.

   **b)** All Farmers' Markets shall provide for [*number of*] parking spaces for shoppers per [*number of*] vendor stalls. Where the Farmers' Market is located within [*one-half*] mile of any transit stop for a bus route, or a fixed rail or bus rapid transit system, the number of parking spaces required shall be reduced by [*50 percent*].

**COMMENT:** In order to build support from neighboring residents and businesses, as well as a customer base for the farmers' market, the community should locate the market in an area that is easily accessible by public transit and has sufficient parking space. Communities should tailor the model language to meet their needs.

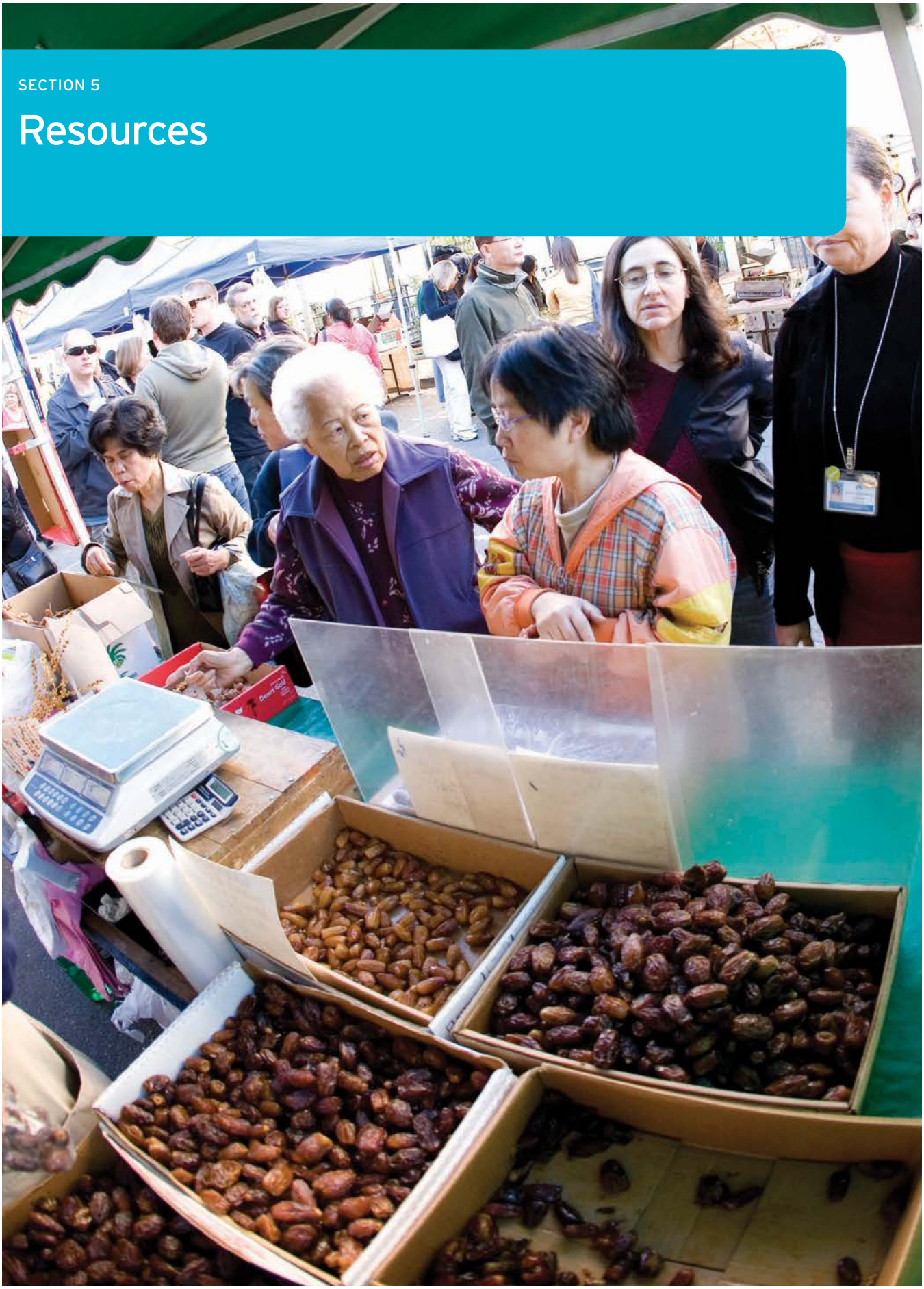
6. **Waste.** All Farmers' Markets provide for composting, recycling, and waste removal in accordance with all applicable [*jurisdiction*] codes. The Farmers' Market Manager is responsible for ensuring that the site is restored to a neat condition by no later than the end of the Farmers' Market day.

7. **Bike Storage.** All Farmers' Markets provide secure bicycle storage for their patrons.

8. [*List additional regulations here such as permitted operating hours (including set-up and clean-up), etc.*]

SECTION 5

# Resources



## General Farmers' Market Resources

**National Farmers' Market Coalition**
Database of resources for farmers, market managers, market researchers, and organizations sponsoring or looking to start farmers' markets.

www.farmersmarketcoalition.org/resources

**Project for Public Spaces, Public Markets**
Economic and community development and funding resources for public markets.

www.pps.org/markets

**University of California Small Farm Center**
www.sfc.ucdavis.edu/farmers_market

## Farmers' Markets & Food Assistance Programs

**WIC Farmers' Market Nutrition Program**
www.fns.usda.gov/wic/fmnp/fmnpfaqs.htm

**Senior Farmers' Market Nutrition Program**
www.fns.usda.gov/wic/SFMNP-Fact-Sheet.pdf

**Accepting SNAP Benefits at Farmers' Markets**
www.fns.usda.gov/snap/ebt/fm.htm

**Supplemental Nutrition Assistance Program (SNAP) at Farmers' Markets**
www.ams.usda.gov/AMSv1.0/getfile?dDocName=STELPRDC5085298

**Supplemental Nutrition Assistance Program (SNAP) State Outreach Plan Guidance**
www.fns.usda.gov/snap/outreach/guidance/stateplan.htm

**Seven Steps for Creating a Successful SNAP/EBT Program at Your Farmers' Market**
www.pps.org/reference/seven-steps-snap-ebt-market

**Farmers' Markets as a Strategy to Improve Access to Healthy Food for Low-Income Families and Communities**
www.pps.org/wp-content/uploads/2013/02/RWJF-Report.pdf

## Local Food Assistance Incentive/Bonus Examples

**Wayne State Farmers' Market and SEED Wayne (Detroit, MI)**
www.clas.wayne.edu/seedwayne/

**City Heights Farmers' Market Fresh Fund Dollars (San Diego, CA)**
www.sdfarmbureau.org/Farmers-Markets/chfm/fresh_fund.html

**Experimental Station (Chicago, IL)**
www.experimentalstation.org/food-culture

**Fresh Bucks Program (RI)**
www.farmfreshri.org/about/freshbucks.php

**Crescent City Farmers' Market MarketMatch Program (New Orleans, LA)**
www.crescentcityfarmersmarket.org/index.php?page=market-match

**Capital City Public Market 2-for-1 Match (Boise, ID)**
www.capitalcitypublicmarket.com/PageViewer.aspx?MCAT=EventsPrograms&Context=EBT

**South Memphis Farmers' Market Double Green$ (Memphis, TN)**
www.somefm.org/payment-options

## Farmers' Market Rules & Regulations

**"Understanding Farmers' Markets Rules"**
FLAG — Farmers' Local Action Group, Incorporated (2006)
www.flaginc.org/topics/pubs/marketing.php#FMrules

**"Farmers' Markets Rules, Regulations and Opportunities"**
*National Aglaw Center Publications* (June 2002)
www.nationalaglawcenter.org/assets/articles/hamilton_farmersmarkets.pdf

**Dane County, Wisconsin, Farmers' Market Rules**
www.dcfm.org/wordpress/wp-content/uploads/2012/05/DCFM_Rules_2012.pdf

**Freshfarm Markets Rules in Washington, D.C.**
www.freshfarmmarket.org/pdfs/2012_rules_and_regulations.pdf

## Safety & Risk Prevention

**"Food Safety at Farmers' Markets and Agritourism Venues: A Primer for California Operators" & "Guide to Managing Risks and Liability at California Certified Farmers' Markets"**
Small Farm Center, University of California at Davis (2005)
www.sfc.ucdavis.edu/farmers_market

## Market Management

**Small Farm Center, University of California at Davis Farmers' Market Management Series**
www.sfc.ucdavis.edu/farmers_market

**"Establishing and Operating a Community Farmers' Market"**
University of Kentucky Cooperative Extension Service (1997)
www.ca.uky.edu/agc/pubs/aec/aec77/aec77.pdf

**"Recruiting Vendors for a Farmers' Market"**
Wallace Center (November 2007)
www.wallacecenter.org/our-work/Resource-Library/wallace-publications/handbooks/RECRUITERS_Sc.pdf

**Farmers' Markets: Marketing and Business Guide**
ATTR – National Sustainable Agriculture Information Service (2008)
www.attra.ncat.org/attra-pub/summaries/summary.php?pub=265

**"Direct Farm Marketing and Tourism Handbook"**
University of Arizona Agricultural Resource Economics
www.ag.arizona.edu/arec/pubs/dmkt/dmkt.html

**"Opening a Farmers' Market on Federal Property: A Guide for Market Operators and Building Managers"**
U.S. Department of Agriculture (2009)
www.ams.usda.gov/AMSv1.0/getfile?dDocName=STELPRDC5079490

**Networking Small Urban Farmers Markets: Lessons learned from IATP**
Institute for Agriculture and Trade Policy
www.iatp.org/documents/networking-small-urban-farmers-markets

**Managing Small Urban Farmers Markets: A handbook for mini farmers market managers**
Institute for Agriculture and Trade Policy
www.iatp.org/documents/managing-small-urban-farmers-markets

## Funding Opportunities

**Farmers' Market Consortium Resource Guide**
U.S. Department of Agriculture Agricultural Marketing Service (November 2007)
www.ams.usda.gov/AMSv1.0/getfile?dDocName=STELDEV3100937&acct=frmrdirmkt

**U.S. Department of Agriculture Farmers' Market Promotion Program (FMPP)**
Grants authorized by the FMPP are targeted to help improve and expand domestic farmers' markets, roadside stands, community-supported agriculture programs, agritourism activities, and other direct producer-to-consumer market opportunities. Approximately $5 million was allocated for FMPP for Fiscal Years 2009 and 2010 and $10 million for Fiscal Years 2011 and 2012. The maximum amount awarded for any one proposal cannot exceed $100,000. Entities eligible to apply include agricultural cooperatives, producer networks, producer associations, local governments, nonprofit corporations, public benefit corporations, economic development corporations, regional farmers' market authorities, and tribal governments.
www.ams.usda.gov/AMSv1.0/FMPP

**Wholesome Wave**
www.wholesomewave.org

# Endnotes

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16 Miami Code of Ordinances § 62-622 (2012).

17 Seattle Ordinance No. 123090 (2009).

18 Seattle Department of Transportation, "Street Use Permits for Special Activities," 2012, *www.seattle.gov/transportation/stuse_special.htm*

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22 For more information, see: *www.healthtrust.org/campaignforhealthyfoodsanjose/index.php*

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26 San Francisco, Cal., Administrative Code § 9A.3(b) (2012).

27 More information on the La Jolla Elementary School Open Aire Market is available at: *www.lajollamarket.com*

28 More information on farmers' markets hosted by Kaiser Permanente is available at: *https://members.kaiserpermanente.org/redirects/farmersmarkets*

29 More information on Wayne State Farmers' Market and SEED Wayne is available at: *www.clas.wayne.edu/seedwayne*

30 More information on the Cedar Rapids Farmers' Market is available at: *www.downtowncr.org/content/Farmers-Market.aspx*

31 More information on the Milbrae Farmers' Market is available at: *www.millbrae.com/index.php?page=8*

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54 More information on SNAP and farmers' markets is available on the USDA's website at: *www.fns.usda.gov/snap/ebt/fm.htm*

55 USDA Agricultural Marketing Service, USDA Food and Nutrition Service, Project for Public Spaces, Inc. "Supplemental Nutrition Assistance Program (SNAP) at Farmers Markets: A How-To Handbook," June 2010, *www.ams.usda.gov/AMSv1.0/getfile?dDocName=STELPRDC5085298*

56 The WIC program provides supplemental foods, health care referrals, and nutrition education at no cost to low-income pregnant, breastfeeding and non-breastfeeding postpartum women, and to infants and children up to five years of age, who are found to be at nutritional risk. United States Department of Agriculture, Food and Nutrition Services. *WIC Farmers' Market Nutrition Program Fact Sheet,* 2012, *www.fns.usda.gov/wic/WIC-FMNP-Fact-Sheet.pdf*

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# Memos and Supporting Materials focused on *Food Insecurity*: Atlanta, *Georgia*

Key Point of Contact: Wendy Palmer –
**wendy.palmer@choa.org**

**Food Insecurity Screening in Clinical Settings Specific to Communication Strategy and Outcomes.**
Provide resources to support communications and messaging, with a specific focus on developing internal communications to increase buy-in. Provide information on outcomes being tracked in similar programs, including financial benefits to healthcare organizations as well as health and social benefits to patients and their families. Provide examples of hospital-affiliated food pantries in the United States and connections to relevant networks.

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Moving Health Care Upstream

Innovating. Improving.
Inspiring a New Vision of Health.

## MEMORANDUM

To: The Atlanta team within Moving Health Care Upstream's Food Insecurity-Focused Policy Learning Lab- c/o Wendy Palmer; Manager, Wellness; Children's Healthcare of Atlanta

From: Kate Blackburn, Senior Program & Policy Analyst for Moving Health Care Upstream; Nemours Children's Health System

CC: Gillian Feldmeth, Special Projects Team Manager; Feed1st by the Lindau Lab at the University of Chicago
Manel Kappagoda, Senior Staff Attorney and Project Director; ChangeLab Solutions

Subject: Requested Research and Technical Assistance related to Food Insecurity

Date: December 11, 2017

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The Atlanta team within Moving Health Care Upstream's food insecurity-focused Policy Learning Lab requested research and technical assistance in the areas outlined below. This memorandum is intended to provide actionable information for each item. The team is welcome and encouraged to follow up with Moving Health Care Upstream if there are additional questions and requests.

1. Communication & Messaging:
    a. Developing strategies to sell this approach up the chain of leadership
    b. Improving program messaging to make it more than a moral argument
2. Information on the work and outcomes of other healthcare systems:
    a. Identifying whether there are financial benefits to healthcare systems that implement this type of intervention
    b. Identifying what competitors in the healthcare space are doing to address food insecurity.
    c. Identifying health outcomes for other similar programs

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1. **Communication & Messaging:**
    a. **Developing strategies to sell this approach up the chain of leadership**
    b. **Improving program messaging to make it more than a moral argument**

- ChangeLab Solutions has compiled a list of data sources to support food insecurity strategies. It is available at: https://drive.google.com/open?id=13skZcjwTPpFpXUihAR7zQimZvQL7co5k
- The *Food Is Medicine Advocacy Toolkit* will be a helpful resource for your team, as it has content tailored for your audience (i.e. healthcare leadership). It is available at: https://www.chlpi.org//wp-content/uploads/2014/01/Food-is-Medicine-Advocacy-Toolkit-Oct-2015.pdf?pdf=advocacy-toolkit
- *Food Insecurity and the Role of Hospitals* also has data tailored for your audience- see pages 7-9 as well as the document as a whole: http://www.hpoe.org/Reports-HPOE/2017/determinants-health-food-insecurity-role-of-hospitals.pdf
- *Food Insecurity and Health Care Expenditures in the United States 2011-2013* is a data source for your communication and messaging efforts: https://drive.google.com/file/d/0BxnrqJeEWPSJVnNZV25janJ4Wjg/view
- *Food is Prevention: The Case for Integrating Food and Nutrition Interventions into Healthcare* will also assist your efforts: https://www.chlpi.org//wp-content/uploads/2013/12/Food-is-Prevention-Report-July-2015.pdf
- *Slides from Meeting #3 of the Policy Learning Lab* included an array of information on data sources to make your case, as well as information on how to build a compelling messaging campaign. Slides can be accessed at: https://drive.google.com/open?id=1zBu3MRlMO51VwSYgynSM0xR5sADapp87
- Infographics are a useful way to capture the highlights of the data that will be most compelling to your audience (i.e. leadership). An infographic shared by the Policy Learning Lab team from Montana may be of interest: https://drive.google.com/file/d/12N1a6DoCBFtwSW0X-cKo-YKhjcTENEdH/view
- The resources, case studies and other information cited in the rest of this memo will also be of use related to your communication and messaging work.
- This memo provides a list of resources tailored to the specific request of the team. In addition to the resources we have selected for your team, you may wish to review the Policy Learning Lab resource directory, available at: https://drive.google.com/open?id=0BxnrqJeEWPSJajlpaVI2V1otaHc

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2. **Information on the work and outcomes of other healthcare systems:**
    a. **Identifying whether there are financial benefits to healthcare systems that implement this type of intervention**

- *Food is Prevention: The Case for Integrating Food and Nutrition Interventions into Healthcare* provides information on financial benefits to healthcare systems: https://www.chlpi.org//wp-content/uploads/2013/12/Food-is-Prevention-Report-July-2015.pdf
- *Fresh Food By Prescription: This Health Care Firm Is Trimming Costs — And Waistlines* https://www.npr.org/sections/thesalt/2017/05/08/526952657/fresh-food-by-prescription-this-health-care-firm-is-trimming-costs-and-waistline
- *Examining Health Care Costs Among MANNA Client and A Comparison Group* presents data that is related and useful, though not directly focused on hospital-based food pantries: https://static1.squarespace.com/static/580a7cb9e3df2806e84bb687/t/58c6c935a5790aa56aa29936/1489422913448/Journal+of+Primary+Care+%26+Community+Health-2013-Gurvey-2150131913490737.pdf

    b. **Identifying what competitors in the healthcare space are doing to address food insecurity.**

- As part of their work to Advance Health in America, the AHA, HRET and ACHI created a series of guides on how hospitals can address the determinants of health such as food, housing and education, to improve the environment where people live, work and play. "Food Insecurity and the Role of Hospitals" contains a variety of links to relevant resources to meet your request, including (but far from limited to):
    - Listen to a podcast with Geisinger Health on their Fresh Food Pharmacy here.
    - Watch the story behind Boston Medical Center's Preventive Food Pantry here, narrated by Latchman Hiralall, pantry director.
    - Read *Food Insecurity and the Role of Hospitals*, which includes profiles of Arkansas Children's Hospital; Boston Medical Center; Eskenazi Health; and ProMedica.
- *Community Benefit Programming To Improve Healthy Food Access And Reduce Risk Of Diet-related Disease: A National Survey of Hospitals* also provides information on this topic. *https://noharm-uscanada.org/foodaccessCBsurvey*
- *Food Insecurity and Health: A Tool Kit for Physicians and Health Care Organizations* includes case studies of interest: https://drive.google.com/open?id=1HzGSUn9sgDYYqjGn3BBItYeRZGCLsOil

    c. **Identifying health outcomes for other similar programs**

- Please see the attached memo prepared by Gillian Feldmeth, of Feed1st by the Lindau Lab at the University of Chicago.

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Feed1st
by the Lindau Laboratory
at the University of Chicago

5841 S. Maryland Ave.
Chicago, IL 60637
info@feed1st.org
www.feed1st.org

**MEMORANDUM**

To: Seattle, Alaska and Atlanta teams

From: Gillian Feldmeth, Feed1st by the Lindau Lab at the University of Chicago

CC: Kate Blackburn, Senior Program & Policy Analyst for Moving Health Care Upstream; Nemours Children's Health System

Manel Kappagoda, Senior Staff Attorney and Project Director; ChangeLab Solutions

Subject: Resources and tools to support screening for food insecurity

Date: December 6, 2017

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This memorandum provides (1) an overview of some of the many existing resources and tools to support screening for food insecurity in the health care setting, and (2) examples of health-related outcomes considered by existing food insecurity interventions.

The content of this memorandum is provided for informational purposes and should not be considered a comprehensive summary of the vast literature on the topic of food insecurity. As a reminder, there are several existing food insecurity screening tools, including, but not limited to:

- United States Department of Agriculture (USDA) Adult Food Security Module
  *Reference:* https://www.ers.usda.gov/topics/food-nutrition-assistance/food-security-in-the-us/survey-tools/

- Children's HealthWatch Hunger Vital Sign (HVS)™
  *Reference*: http://childrenshealthwatch.org/public-policy/hunger-vital-sign/

- American Academy of Pediatrics HVS-adapted
  *Reference:* http://pediatrics.aappublications.org/content/136/5/e1431

- Accountable Health Communities HVS-adapted
  *Reference:* Billioux A, Verlander K et al. Standardized screening for health-related social needs in clinical settings. *National Academy of Medicine.* May 2017. https://nam.edu/wp-content/uploads/2017/05/Standardized-Screening-for-Health-Related-Social-Needs-in-Clinical-Settings.pdf

As shared previously, Feed1st would encourage teams to be mindful of the sensitivity and specificity of screening tools. In a recent study published in *the American Journal of Public Health*, our team found that in an urban population with a high prevalence of food insecurity, the HVS-adapted tool recommended by the AAP lacked sensitivity, failing to detect more than a

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5841 S. Maryland Ave.
Chicago, IL 60637
info@feed1st.org
www.feed1st.org

quart of individuals with food insecurity. *Reference:* Makelarski JA et al. Diagnostic accuracy of two food insecurity screeners recommended for use in health care settings. *Am J Public Health.* 2017.

**OVERVIEW OF EXISTING RESOURCES TO SUPPORT FOOD INSECURITY SCREENING**

*Note: these resources are intended to serve as a starting point. The literature on food insecurity interventions is large and constantly growing. Some of these resources can be used to stay up to date on emerging evidence in the field.*

**Resource:** Pooler J. Levin M. et al. Implementing Food Security Screening and Referral for Older Patients in Primary Care: A Resource Guide and Toolkit. November 2016 https://www.aarp.org/content/dam/aarp/aarp_foundation/2016-pdfs/FoodSecurityScreening.pdf

**Organization:** The American Association for Retired Persons (AARP)

**Summary:** This resource guide focuses on challenges and opportunities of integrating food insecurity screening and referrals in the health care setting for older adult populations. Figure 4 (page 14) features five considerations for health systems planning to implement food insecurity screening. These considerations are described in detail on the subsequent pages and include: champions and advocates, organizational commitment, community partners, modifications to the EMR and HIPAA compliance.

**Resource:** Health Research & Educational Trust. (2017, June). Social determinants of health series: Food insecurity and the role of hospitals. Chicago, IL: Health Research & Educational Trust. http://www.hpoe.org/Reports-HPOE/2017/determinants-health-food-insecurity-role-of-hospitals.pdf

**Organization:** The American Hospital Association

**Summary:** This report provides a nice overview on the impact of food insecurity and the various roles that hospitals can play. Some of the strategic considerations outlined may be helpful in making the argument to leadership about the importance of addressing food insecurity (Clinical and nonclinical benefits, page 9). This report also provides three case studies of health care organizations that have implemented food insecurity solutions (Arkansas Children's Hospital, Boston Medical Center and Eskenazi Health in Indianapolis, IN).

**Resource:** Rottapel R, Sheward R. The Hunger Vital Sign™: Best practices for screening and intervening to alleviate food insecurity. Boston, MA: Children's Health Watch; 2016: http://childrenshealthwatch.org/wp-content/uploads/CHW_HVS_whitepaper_FINAL.pdf

**Organization:** Children's HealthWatch

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Chicago, IL 60637
info@feed1st.org
www.feed1st.org

**Summary:** This white paper presents results from an online survey and interviews with professionals using the HVS tool. Of particular interest might be the "Reflections" results (pages 7-8) which includes successes, challenges, lessons learned and future goals. The Children's HealthWatch website also provides links to peer-reviewed journal articles and research/policy briefs that include the HVS tool: http://childrenshealthwatch.org/public-policy/hunger-vital-sign/

The HVS team hosts quarterly Hunger Vital Sign™ National Community of Practice (CoP) virtual meetings to share leading best practices and data on food insecurity screening and intervention activities. These meetings are a great way to stay up to date on developments in the field. Contact: richard.sheward@bmc.org

**Resource:** Ashbrook A, Hartline-Grafton H et al. Addressing Food Insecurity: A toolkit for pediatricians. Food Research & Action Center and American Academy of Pediatrics. February 2017. http://childrenshealthwatch.org/wp-content/uploads/frac-aap-toolkit.pdf

**Organization:** Food Research and Action Council (FRAC) and the AAP

**Summary:** As previously discussed in the Policy Learning Labs, FRAC has excellent resources for supporting efforts to address food insecurity. This toolkit for pediatricians includes information on considerations for food insecurity screening, connecting families with food support resources and supporting national and local policies related to food security. The resources to support advocacy efforts (pages 36-38) may be of particular interest to identified institutional 'champions.'

**Resource:** Torres J, De Marchis E, Fichtenberg C, Gottlieb L. Identifying Food Insecurity in Health Care Settings: A Review of the Evidence. 2017. San Francisco, CA: Social Interventions Research & Evaluation Network.
https://sirenetwork.ucsf.edu/sites/sirenetwork.ucsf.edu/files/SIREN_FoodInsecurity_Brief.pdf

**Organization:** Social Interventions Research & Evaluation Network (SIREN)

**Summary:** As described in the executive summary, this report summarizes research evidence (2000-2017) on screening for food insecurity in the health care setting. The findings are divided into three major sections: 1) measurement (validity of available tools), 2) acceptability (patient and/or patient caregiver and care provider), and 3) implementation (time, uptake).

The SIREN website is a useful resource for accessing articles, reports and commentaries on healthcare-based interventions to address socioeconomic needs, including food insecurity. In the evidence library, one can filter by social determinant of health ("food/hunger").

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by the Lindau Laboratory
at the University of Chicago

5841 S. Maryland Ave.
Chicago, IL 60637
info@feed1st.org
www.feed1st.org

**EXAMPLES OF HEALTH-RELATED OUTCOMES INCLUDED IN FOOD INSECURITY INTERVENTIONS**

*Note – the healthcare utilization measures* may be of particular value when making the "beyond the moral" argument to administrative leadership.*

- HbA1c levels
  - Example: Seligman HK et al. A pilot food bank intervention featuring diabetes-appropriate food improved glycemic control among clients in three states. *Health Affairs.* 2015. https://www.ncbi.nlm.nih.gov/pubmed/26526255
- Self-reported health status, blood pressure, blood glucose level
  - Example: Morales ME et al. Food insecurity and cardiovascular health in pregnant women: results from the food for families program, Chelsea, Massachusetts, 2013-2015. *Preventing Chronic Disease: CDC.* 2017. https://www.cdc.gov/pcd/issues/2016/16_0212.htm
- Medication adherence
  - Example: Seligman HK et al. A pilot food bank intervention featuring diabetes-appropriate food improved glycemic control among clients in three states. *Health Affairs.* 2015. https://www.ncbi.nlm.nih.gov/pubmed/26526255
- Health-related quality of life
  - Example: Roncarolo F et al. Short-term effects of traditional and alternative community interventions to address food insecurity. *PLoS ONE.* 2016. http://journals.plos.org/plosone/article?id=10.1371/journal.pone.0150250
- Readmission rates*
  - Example: "Eskanazi Health hopes to recuce its current 22 percent readmission rate to 8 percent through its partnership with Meals on Wheels http://www.hpoe.org/Reports-HPOE/2017/determinants-health-food-insecurity-role-of-hospitals.pdf
- Emergency department utilization*
  - Example: Beck AG et al. Forging a pediatric primary care – community partnership to support food-insecure families. *Pediatrics* 2015. http://pediatrics.aappublications.org/content/pediatrics/134/2/e564.full.pdf
- Total health expenditures*
  - Example: Berkowitz SA et al. Supplemental Nutrition Assistance Program (SNAP) participation and health care expenditures among low-income adults. *JAMA Internal Medicine.* November 2017. https://jamanetwork.com/journals/jamainternalmedicine/fullarticle/2653910
- Pediatric preventive care service completion*
  - Example: Beck AG et al. Forging a pediatric primary care – community partnership to support food-insecure families. *Pediatrics* 2015. http://pediatrics.aappublications.org/content/pediatrics/134/2/e564.full.pdf
- Fruit and vegetable consumption

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Chicago, IL 60637
info@feed1st.org
www.feed1st.org

- Example: Martin KS et al. A novel food pantry program: food security, self-sufficiency and diet-quality outcomes. *Am J Prev Med.* 2013. https://www.ncbi.nlm.nih.gov/pubmed/24139769

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Feed1st
by the Lindau Laboratory
at the University of Chicago

5841 S. Maryland Ave.
Chicago, IL 60637
info@feed1st.org
www.feed1st.org

*This memo was prepared by Gillian Feldmeth (Feed1st at the University of Chicago) for a team within Moving Health Care Upstream's Policy Learning Lab focused on food access / food insecurity. The memo was sparked from a team's concern that at least one family who screened negative for food insecurity using the Hunger Vital Sign two-item screener expressed that they did not have access to fresh foods. This memo includes information on screening for food insecurity with considerations on access to and affordability of healthy foods. For questions, please contact Gillian Feldmeth at gfeldmeth@bsd.uchicago.edu*

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According to the USDA, food insecurity exists whenever the *availability of nutritionally adequate* and safe foods or the ability to acquire foods in socially acceptable ways is limited or uncertain (National Research Council. 2006. *Food Insecurity and Hunger in the United States: An Assessment of the Measure*. Washington, DC: The National Academies Press. https://doi.org/10.17226/11578).

Two common explanations for diets characterized by inadequate amounts of fruits and vegetables are inability to afford healthy foods and inability to access healthy foods. The most relevant items from the USDA 18-item screener for food insecurity that address the affordability issue include:

> *"(I/we) couldn't afford to eat balanced meals." Was that often, sometimes, or never true for (you/your household) in the last 12 months*
> *[ ] Often true; [ ] Sometimes true; [ ] Never true; [ ] DK or Refused*

And for households with children under 18 years old:

> *"(I/We) couldn't feed (my/our) child/the children) a balanced meal, because (I/we) couldn't afford that." Was that often, sometimes, or never true for (you/your household) in the last 12 months?*
> *[ ] Often true; [ ] Sometimes true;[ ] Never true; [ ] DK or Refused*

Reference: US Household Food Security Survey Module, Economic Research Service, September 2012. Accessed 11/9/2017 https://www.ers.usda.gov/media/8271/hh2012.pdf

In terms of measuring access, many tools measure access on a population- rather than an individual level (e.g. the USDA's Food Access Research Atlas). The USDA does collect information on household-level food access in the Current Population Survey-Food Security Supplement (CPS-FSS). See below tables. While the number of response options might not be ideal for an electronic medical record-integrated screener, one benefit is that an individual's response could help tailor an appropriate reaction/referral.

**Box CPS-FSS Questions on Food Access**

SS1 Which of these statements best describes the food eaten in your household--enough of the kinds of food we want to eat, enough but not always the kinds of food we want to eat, sometimes not enough to eat, or often not enough to eat?

1. Enough of the kinds of food we want to eat (SKIP TO SX1CK)
2. Enough but not always the kinds of food we want to eat (SKIP TO SS1B)
3. Sometimes not enough to eat (SKIP TO SS1C)
4. Often not enough to eat (SKIP TO SS1C)

Those who gave response #2, "enough but not always the kinds of foods we want to eat" were asked SS1B:

SS1B Here are some reasons why people don't always have the kinds of food they want. For each one, please tell me if that is a reason why YOU don't always have the kinds of food you want to eat.

READ LIST. MARK ALL THAT APPLY.

| | YES | NO |
|---|---|---|
| Not enough money for food | [ ] | [ ] |
| Kinds of food we want not available | [ ] | [ ] |
| Not enough time for shopping or cooking | [ ] | [ ] |
| Too hard to get to the store | [ ] | [ ] |
| On a special diet | [ ] | [ ] |

Those who responded to question SS1 with response #3 or #4, "sometimes" or "often not enough to eat" were asked SS1C:

SS1C Here are some reasons why people don't always have enough to eat. For each one, please tell me if that is a reason why YOU might not always have enough to eat.

READ LIST. MARK ALL THAT APPLY.

| | YES | NO |
|---|---|---|
| Not enough money for food | [ ] | [ ] |
| Not enough time for shopping or cooking | [ ] | [ ] |
| Too hard to get to the store | [ ] | [ ] |
| On a diet | [ ] | [ ] |
| No working stove available | [ ] | [ ]] |
| Not able to cook or eat because of health problems | [ ] | [ ] |

Notes: Question SS1 is still asked in the CPS-FSS. Up until 2001, questions SS1B and SS1C were also asked as follow up questions. For questions SS1B and SS1C, multiple responses were accepted.

Reference: USDA, Access to Affordable and Nutritious Food: Measuring and Understanding Food Deserts and Their Consequences. Accessed 11/9/2017.
https://www.ers.usda.gov/webdocs/publications/42711/12701_ap036b_1_.pdf?v=41055

Another strategy might be to measure fruit and vegetable (F&V) consumption, for example with the Behavioral Risk Factor Surveillance System (BRFSS) tool, supported by the CDC. However, this approach would not lend insight into the affordability vs. access issue. The BRFSS F&V tool includes 6 items with a 30 day recall period.
Reference: Accessed 11/9/2017 https://www.cdc.gov/brfss/pdf/fruits_vegetables.pdf

Feeding America's *Hunger in America 2014 Report* describes the frequency with which client households purchase unhealthy, inexpensive food as a coping strategy to getting enough food. The actual survey items used by Feeding America are available in a technical report, upon request.
Reference: Accessed 11/9/2017 http://help.feedingamerica.org/HungerInAmerica/hunger-in-america-2014-full-report.pdf

From 2014 Report: *"Client households report engaging in a range of coping strategies (Table 5-12). Across all households, the purchase of inexpensive, unhealthy food is the most commonly reported coping strategy (78.7 percent). Households with at least one child, as compared to all households, are statistically significantly more likely to report purchasing inexpensive, unhealthy food, with 83.5 percent reporting this coping strategy. Grocery program client households are statistically significantly more likely than meal program households to report purchasing inexpensive, unhealthy food (80.0 percent as compared to 69.1 percent).*

*One possible reason for making less optimal food choices is the lack of healthier or better choices that are both available and affordable. The Client Survey also asked clients to identify foods they most want, but do not usually get, from the meal or grocery program they were visiting. Clients identify fresh fruit and vegetables as the most desired item not received (55.0 percent), followed by protein food items like meat (47.1 percent) and dairy products such as milk, cheese, or yogurt (40.0 percent).102 Nonperishable items, which may be more easily available through the food programs, were identified at much lower rates."*

**Table 5-12. Client households by coping strategies used to get enough food in the past 12 months**

| Coping strategies used to get enough food | Type of program: Meal | Type of program: Grocery | All food programs |
|---|---|---|---|
| **All households** | | | |
| Eaten food past expiration date | 54.1% | 57.1% | 56.1% |
| Grew food in a garden | 14.6% | 23.6% | 22.7% |
| Sold or pawned personal property | 31.8% | 35.9% | 34.9% |
| Purchased food in dented or damaged packages | 44.4% | 53.2% | 51.7% |
| Purchased inexpensive, unhealthy food | 69.1% | 80.0% | 78.7% |
| Received help from family or friends | 49.7% | 53.5% | 52.5% |
| Watered down food or drinks | 38.3% | 40.9% | 40.0% |
| Weighted nonreporting client households | 0.2M | 0.9M | 1.0M |
| Total weighted N | 1.1M | 5.4M | 5.8M |
| **Households with at least one child** | | | |
| Eaten food past expiration date | 55.7% | 54.4% | 54.6% |
| Grew food in a garden | 12.8% | 25.9% | 25.5% |
| Sold or pawned personal property | 38.4% | 45.2% | 45.0% |
| Purchased food in dented or damaged packages | 50.9% | 55.5% | 55.4% |
| Purchased inexpensive, unhealthy food | 77.0% | 83.7% | 83.5% |
| Received help from family or friends | 57.3% | 61.4% | 60.9% |
| Watered down food or drinks | 45.2% | 44.6% | 44.8% |

*Reference: Feeding America Hunger in America 2014 National Report. Accessed 11/9/2017.*

# Memos and Supporting Materials focused on *Food Insecurity*:

## Atlanta Metro Region (Fulton & DeKalb counties), *Georgia*

Key Point of Contact: Kathryn Lawler–
**klawler1@gsu.edu**

**Incentives and Policies to Increase Healthy Food Retail in Georgia.** Provide examples of incentive programs and policies to increase healthy food retail in underserved areas, as well as financing options for advocates and stores participating in these efforts. The research is broken out into three main sections: (1) Review of Healthy Food Financing Activity in Georgia including a review of state legislation; (2) Financing opportunities for healthy retail interventions at the local, state, and federal levels, with links to further information on specific programs, other organizations in the field, and resources; and (3) Methods for communities to incentivize healthy corner store development.

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ChangeLab Solutions
Law & policy innovation for the common good.

2201 Broadway, Suite 502
Oakland, CA 94612
510.302.3380
changelabsolutions.org

## MEMORANDUM

To: Kathryn Lawler, MPP, Executive Director, Atlanta Regional Collaborative for Health Improvement (ARCHI)

From: Manel Kappagoda, JD, MPH, ChangeLab Solutions
CC: Kate Blackburn, Senior Program & Policy Analyst, Nemours

Subject: Interventions to incentivize healthy corner store development in underserved areas with a focus on financing strategies.

Date: November 2, 2017

The following memo provides examples of incentive programs and policies to increase healthy food retail in underserved areas, as well as financing options for advocates and stores participating in these efforts. The research is broken out into three main sections: (1) Review of Healthy Food Financing Activity in Georgia including a review of state legislation; (2) Financing opportunities for healthy retail interventions at the local, state, and federal levels, with links to further information on specific programs, other organizations in the field, and resources; and (3) Methods for communities to incentivize healthy corner store development, with links to resources and examples from ChangeLab Solutions.

# Review of Health Food Financing Activities in Georgia

To prepare this section of the memo, I conducted a general Google search of terms [“Georgia” and “Healthy Food Financing Initiatives”] and [“Atlanta” and “Food” and “Deserts”]. I also conducted a search of the State’s legislative website using the terms: [“Healthy” and “Food”] and [“Food” and “Financing”] and [+health +food +financing].

In 2011, Access to Capital for Entrepreneurs (ACE), established an initiative to provide funding for projects that increased access to supermarkets in underserved communities in Georgia. The funding for the project came from the Department of Treasury’s CDFI Fund. A report prepared by the Food Trust called *Food for Every Child* helped to galvanize the Georgia Supermarket Access Task Force to establish the funding initiative. Neither the initiative nor the Georgia Supermarket Task Force seem to be active at this time. Georgia Organics’ Georgia Food Oasis Program provides micro-grant funding to improve food access around the State.

Typically healthy food financing initiative (HFFI) legislation is passed at the state level although some localities have passed policies that leverage state funding. Georgia has not passed any HFFI legislation and none is pending.

*ChangeLab Solutions is a nonprofit organization that provides legal information on matters relating to public health. The legal information in this document does not constitute legal advice or legal representation. For legal advice, readers should consult a lawyer in their state.*

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RESOURCES

There are some in-depth newspaper articles about recent activity related to healthy food access in the Atlanta region including *Stranded in Atlanta's Food Deserts*, *New Supermarkets Change Georgia State's Food Environment*, and *Atlanta Addresses a Food Oasis with Right-Sized Retail*.

To help make the case for HFFI, the Food Trust has created with a toolkit called *HFFI Impacts* with research and case studies that quantifies and illustrates the value of implementing HFFI policies.

Voices for Healthy Kids also has a toolkit on HFFI. Users have to sign in to access resources which include case studies and infographics. https://healthyfoodaccess.voicesforhealthykids.org/

## Financing Opportunities for Healthy Retail Interventions

Financing opportunities for healthy retail interventions are available in many different contexts, depending on the nature of the project. Sources of funding may include private organizations and nonprofits; local, state, and federal grant programs; and public-private partnerships.

Communities should be thoughtful and creative about the benefits their healthy retail efforts aim to achieve. These benefits will provide the foundation for funding opportunities, which are often grouped into sectors based on the interests the funding is meant to promote. Many funding sources support policies that benefit certain population groups based on demographic or geographic characteristics, such as funding for healthy retail programs directed at benefiting specific age groups. Below are selected financing resources aimed at two interest areas for broad community improvement: (1) funding directed at increasing **healthy food access**, and (2) funding directed at **economic development**.

The next two sections of this memo include key governmental sources of financing for healthy retail work. They also highlight an important concept for advocates working on these initiatives: multiple sources of funding can be brought together to support different components of healthy retail efforts.

RESOURCES

Healthy Food Access Portal, "Financing" landing page, provides "examples of targeted healthy food access resources and those that focus on job creation and retention, public health, small business development, or agricultural production." The site also provides a tool to search for funding sources by state. http://healthyfoodaccess.org/launch-a-business/financing

ChangeLab Solutions' landing page for funding healthy retail. "Communities can support healthy retail activities using both traditional and nontraditional funding streams. Tapping into these resources often requires identifying and linking the various economic, social, and health benefits of making stores healthier." http://www.changelabsolutions.org/find-funding-healthy-store-projects

**1. Funding directed at increasing healthy food access.**

The U.S. Department of Agriculture has a variety of food-related financing options. They are housed under multiple divisions, including the Agricultural Marketing Service, Farm Service Agency (for farm- or ranch-specific funding), Food and Nutrition Service, National Institute for Food and Agriculture, and Rural Development, each with its own focus and goals (see https://www.ams.usda.gov/services/local-regional/food-sector/grants). USDA funding is particularly relevant when healthy retail projects involve connecting stores to urban or other local agriculture ventures.

USDA also partners with other agencies like Health and Human Services and the Department of Treasury to offer financing opportunities to projects that provide a variety of community benefits through food-related work (see, for example, the Community Development Financing Initiative, https://www.cdfifund.gov/Documents/CDFI7205_FS_HFFI_updatedJan2016.pdf, and the Healthy Food Financing Initiative (HFFI), "The Healthy Food Financing Initiative (HFFI): An Innovative Public-Private Partnership Sparking Economic Development and Improving Health," 2015 report by PolicyLink, The Food Trust, and the Reinvestment Fund, http://www.frbsf.org/community-development/files/healthy_food_financing_initiative.pdf).

The collaborative nature of HFFI funding exemplifies the type of cross-sectoral benefits that healthy retail programs can serve. Resources about organizations that fund local retail interventions through HFFI funds are listed below. In addition, we have listed examples of HFFI legislation from across the country that was pending or enacted in 2017. (Some of these bills have since died in committee.) The goal of this list is to provide a snapshot of the variety among HFFI policies.

- **DC**'s pending Bill B207, to establish the East End Grocery and Retail Incentive Program to attract new stores and pay for the construction of new anchor retail stores in certain areas of the city;
- **Maryland**'s newly enacted Bill H1492, community development funding to provide small loans for food desert projects;
- **Minnesota**'s suite of pending bills concerning an urban agriculture development pilot program to provide competitive grants to increase access to healthy foods through urban agriculture (H1461, S1317), as well as a grocery store and wellness center in North Minneapolis (H1828, S 1287);
- **Missouri**'s pending bills establishing a Food Desert Fund to support expansion and/or development of grocery stores in underserved communities (H420), and a tax credit against state tax liability for establishing a full-service grocery store in a food desert (H486);
- **New Jersey**'s pending Bills A4505 and S1129 enacting the Healthy Small Food Retailer Act;
- **New York**'s pending bills related to a corner store program offering tax credits (A3944) and loans/grants/subsidies to attract, maintain, or permit the expansion of food retail in underserved areas (S2783);
- **Oklahoma**'s recently enacted Bill S506 establishing the Health Food Financing Fund to fund construction or expansion of grocery stores; and
- **Texas**' suite of pending bills establishing a grocery access investment fund program (H164, H3324, S2156), a community development grocery store and healthy corner store revolving loan fund program (H1047, S723), and a franchise tax credit for establishing grocery stores in food deserts (H3299).

RESOURCES

Slow Money is an organization that invests in local food systems as "a way to begin fixing our economy and our culture from the ground up." https://slowmoney.org/about/our-work/what-we-do/ See comparable organizations, like SloFig, which invests in "early stage companies along the entire food value chain." http://slofig.com/ [from Blue Zones Project resources, shared via Tarrant County]

"The Local Initiatives Support Corporation, known as LISC, is one of the largest organizations supporting projects to revitalize communities and bring greater economic opportunity to residents. These include more affordable housing, better schools, safer streets, growing businesses and programs that improve the financial outlook of people." http://www.lisc.org/our-initiatives/health/healthy-food-initiatives/

**2. Funding directed at economic development.**

Healthy retail programs and policies are tools to increase access to healthy foods in underserved areas. They can also support existing and new local businesses, creating more job opportunities, economic stability, and other local improvements that optimize existing community resources. Accordingly, other federal agencies offer economic-development grant programs for which some healthy retail incentive efforts may apply, including:

- Community Development Block Grant Program, Department of Housing and Urban Development (https://www.hud.gov/program_offices/comm_planning/communitydevelopment/programs)
- Community Economic Development Program, Department of Health and Human Services (https://www.acf.hhs.gov/ocs/programs/ced/about)
- Economic Development Assistance Program, Economic Development Association (https://www.eda.gov/funding-opportunities/)

RESOURCES

*Green for Greens* provides a general overview of economic development and ideas for how to approach economic development agencies with healthy food retail proposals. It also provides a comprehensive overview of local, state, and federal economic development programs that have been or could be used for healthy food retail projects. http://www.changelabsolutions.org/publications/green-for-greens See also ChangeLab Solutions' guide to Community Development Financial Institutions. http://www.changelabsolutions.org/CDFI-Guide

Based on its healthy food financing experience, the Reinvestment Fund provides "a curriculum for training workshops and created an implementation handbook advising CDFIs [Community Development Financial Institutions] how to underwrite supermarkets and capitalize such initiatives." https://www.reinvestment.com/research-publications/understanding-the-grocery-industry/ [from Blue Zones Project resources, shared via Tarrant County]

# Incentivizing Healthy Corner Store Development

Below are four categories of interventions that communities can use to incentivize healthy corner store development in underserved areas: (1) **Reward** retailers that adopt healthier practices in underserved areas; (2) **Connect** existing retailers to other components of the food system that can facilitate healthier practices; (3) **Require** retailers to satisfy healthier standards as part of doing business in a given community; and (4) **Attract** healthy stores to locate in specific neighborhoods.

## 1. Reward retailers for adopting healthier practices in underserved areas.

Communities can offer direct incentives to retailers in underserved communities that make or commit to making healthy changes to their stores. These incentives can range from establishing low-cost partnerships, to more resource-intensive incentives like direct funding, loan programs, and free equipment. Whatever the level of incentives provided, it can be helpful to include retailers in a program that formalizes their commitment to make healthier changes in exchange for the program's benefits. Certification programs not only provide accountability for participating retailers, but certification itself can be a motivating benefit to retailers by helping them attract new business.

Incentives like training and business advising provide low-cost ways to help retailers stock, store, and market healthier new products in their stores. Hosting in-store educational events or providing press and media attention can help build a customer base for the healthier products.

Making it easier for retailers in underserved communities to do business is another way to incentivize healthier practices. Benefits can be directly related to healthier product options, for example, facilitating reduced fee arrangements with existing produce distributors. Or, benefits can be related to other aspects of retailers' business, for example offering licensing fee waivers or prioritizing participating retailers' applications to other government programs/funds. Finally, incentives can be used to directly offset retailers' costs to make healthy changes in their stores, and can mitigate associated risks: from providing new refrigerators and other produce storage equipment, to sponsoring renovations or new purchasing practices through funding and loan programs.

RESOURCES

*Incentives for Change* provides "an overview of how local communities can reward small food retailers and suggest ideas for funding sources and partnerships to implement incentive programs locally." http://www.changelabsolutions.org/small-food-stores-incentives

*Health on the Shelf* describes "how to create a strong healthy small food retailer certification program that requires participating stores to increase the variety of healthy foods they sell, reduce the offerings of unhealthy foods, and proactively market healthy options with help from a sponsoring agency or organization. It provides step-by-step instructions for developing a certification program, with ideas and examples from existing programs." http://www.changelabsolutions.org/publications/health-on-the-shelf

**2. Connect stores to components of the existing food system that can facilitate healthier options for underserved areas.**

Another way to incentivize healthier stores in underserved areas is to connect existing stores to the food system in new ways. For example, connecting smaller stores to each other can make it easier for them to purchase produce from existing suppliers through bulk or aggregate purchasing agreements. Educating retailers about nearby distributors or local farms can reveal existing opportunities they may not have had the time or resources to access independently. Linking retailers to federal purchasing programs can increase their customer base and open them up to new product options for these customers.

RESOURCES

*Providing Fresh Produce in Small Food Stores* provides "a range of promising, innovative strategies for overcoming the challenges of sourcing and marketing fresh produce at affordable prices." http://www.changelabsolutions.org/produce-distribution

*Addressing Distribution Challenges* Webinar describes "components of the distribution system, identifies distribution challenges that urban and rural retailers face, and highlights solutions that different communities have developed." http://www.changelabsolutions.org/publications/addressing-distribution-challenges

**3. Require healthier retailer practices as part of doing business.**

Communities may pursue a licensing ordinance that requires retailers to meet healthy product and operating standards in order to do business in the community. Changing licensing requirements can be more politically and technically complex to implement, but it establishes a sustainable, trackable system to ensure that a community is moving in the right direction by leveling the playing field for all retailers.

RESOURCES

*Licensing for Lettuce* provides "a model ordinance to change business licensing policies to require all food stores (not including restaurants) to carry a minimum selection of healthy food and meet other basic operating standards. It establishes a healthy baseline to improve food quality and accessibility at food stores across an entire community." http://www.changelabsolutions.org/publications/HFR-licensing-ord

**4. Attract healthier stores to underserved areas.**

Finally, there are different reasons grocers and healthy corner stores may not have located in a given neighborhood. Communities have options to address these concerns and attract new businesses to underserved areas. Local agencies can use policies and practices that help attract healthy retailers, for example by: recruiting new retailers, supporting business development, facilitating business-friendly permitting and zoning practices, drumming up community support, implementing neighborhood improvements, and developing a strong workforce. There are also site-specific incentives communities can use to encourage businesses to locate in certain areas, ranging from tax credit packages, to services that address limitations (or perceived limitations) of a given area.

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RESOURCES

*Getting to Grocery* "helps advocates and public health agencies coordinate and leverage the tools available through local government and other organizations to bring grocery stores into low-income communities." While this resources is focused on grocery stores, similar measures can be used to attract healthy corner stores and other healthy retailers into underserved areas.
http://www.changelabsolutions.org/publications/getting-grocery

## Conclusion

Based on our research it seems like the Atlanta metro region is well-placed to leverage past and current work on food access and address food deserts.

There are many funding sources to support healthy retail programs and policies based on their intended benefits. This memo highlights two areas of federal financing: (1) funding directed at increasing **healthy food access**, and (2) funding directed at **economic development**. The often-overlapping federal initiatives in these sections highlight the value of funding (and implementing) healthy retail projects collaboratively, across sectors.

This memo aims to collect resources about four categories of interventions that communities can use to incentivize healthy corner store development in underserved areas: (1) **Rewarding** retailers; (2) **Connecting** retailers to other components of the food system; (3) **Requiring** retailers to run healthier businesses through licensing; and (4) **Attracting** healthier stores to underserved areas.

# Memos and Supporting Materials focused on *Food Insecurity*: Central Louisiana, *Lousiana*

Key Point of Contact: John Cotton Dean –
**jdean@cenla.org**

**Strategies to Promote Local Healthy Food Procurement.**
Provide examples of food procurement policies, contracts, and requests for proposals (RFPs) that require or encourage institutions to purchase local, healthy food.

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ChangeLab Solutions
Law & policy innovation for the common good.

2201 Broadway, Suite 502

Oakland, CA 94612

510.302.3380

# MEMORANDUM

To: c/o John Cotton Dean, Director, Rural Prosperity Initiative
Central Louisiana Food Insecurity Team, Nemours Learning Labs

From: Katie Michel, JD, ChangeLab Solutions
CC: Manel Kappagoda, JD, MPH, ChangeLab Solutions
Kate Blackburn, Senior Program & Policy Analyst, Nemours

Subject: Examples of local and healthy food procurement policies, requests for proposals, and contracts.

Date: November 16, 2017

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This memorandum provides examples of food procurement policies, contracts, and requests for proposals (RFPs) that require or encourage institutions to purchase local, healthy food. Additionally, this memorandum collects key resources and case studies on developing local food purchasing standards and incorporating them into policies and contracts.

The Central Louisiana team asked specifically for sample local food procurement language in contracts between large, private employers (i.e., 2000+ employees) and their food vendors. Unfortunately, in looking for samples, we found that it was difficult to obtain information from private businesses. For this reason, the majority of samples provided here are from analogous institutions that are more likely to share information publicly—namely, public agencies and health care organizations. We hope that the general strategies adopted by these organizations to increase local, healthy food purchases are informative and can serve as the foundation for your work with private employers.

Finally, we note that the content in this memorandum is provided for information purposes only and does not constitute legal advice. ChangeLab Solutions does not enter into attorney-client relationships.

## Research Process

We employed the following strategies to prepare this memorandum. First, we consulted leading resources on institutional purchasing and reached out to colleagues at ChangeLab Solutions who have worked on these issues in order to identify organizations that might be able to share model food procurement documents. Based on that research, we communicated with contacts at the following organizations by phone and email and asked if they were comfortable sharing their own food procurement contracts or samples from their partners: the Center for Good Food Purchasing, Kaiser Permanente's Sustainable Food Program, Chicago Anchors for a Strong Economy, Democracy Collaborative, Health Care Without Harm, Practice Greenhealth, Charleston Area Medical Center, and University Hospitals Cleveland Medical Center. We also conducted a general online scan for sample documents and resources using search terms like ["RFP" + "local food"], ["contract" + "local food"], ["food" + "procurement" + "policy"], etc.

*ChangeLab Solutions is a nonprofit organization that provides legal information on matters relating to public health. The legal information in this document does not constitute legal advice or legal representation. For legal advice, readers should consult a lawyer in their state.*

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## Using Policies and Contracts to Increase Local, Healthy Food Purchases

The following information on local food purchasing is divided into four categories: (1) examples and best practices from the public sector; (2) examples and best practices from the health care sector; (3) a sample food procurement RFP and contract from a private institution; and (4) additional resources.

### 1) Examples and Best Practices from the Public Sector

#### Los Angeles Unified School District: Utilizing the Good Food Purchasing Program Framework

The Good Food Purchasing Program (GFPP) is a leading food procurement model that "encourages large institutions to direct their buying power toward five core values: local economies, environmental sustainability, valued workforce, animal welfare, and nutrition." The GFPP is managed by the Center for Good Food Purchasing, which provides planning, implementation, and evaluation support for institutions that choose to adopt the GFPP framework. The core components of adoption are (1) meeting at least baseline purchasing criteria in the five value categories, (2) incorporating the GFPP standards into new RFPs and contracts, (3) participating in the Center's verification program to ensure compliance, and (4) establishing supply chain transparency to facilitate the verification process.

In 2012, the Los Angeles Unified School District (LAUSD)—which serves over 650,000 meals per day and purchases over $100 million annually in food—became one of the first institutions to adopt the GFPP framework. (See Los Angeles Board of Education Resolution attached to this memorandum.) Since implementation, LAUSD has re-directed $12 million to purchase local produce. Additionally, among other achievements, LAUSD has worked with their bread distributor, Gold Star Foods, so that nearly all of the bread and rolls served in District schools are made from locally grown and milled wheat.

Attached to this memorandum is a sample RFP for perishable foods from the LAUSD that incorporates GFPP standards in three ways. First, at pages 15-16, the RFP includes language explaining how points will be allocated during the RFP evaluation process based on a bidder's ability to commit to GFPP values including corporate citizenship, local economies, environmental sustainability, valued workforce, and animal welfare. Second, at pages 62-63, the RFP includes the Good Food Purchasing Pledge, which formalizes a bidder's commitment to complying with due diligence and reporting requirements and to developing and adopting an action plan to implement the GFPP if that bidder wins the contract. Third and finally, at pages 117-123, the RFP includes the GFPP guidelines, the LAUSD Board of Education Good Food Procurement Resolution, and a sample Good Food Purchasing Plan for chicken.

The GFPP has been adopted and implemented by several additional public agencies in addition to the LAUSD, including the City of Los Angeles (Los Angeles City Council Motion, Executive Directive 24 (Mayor Villaraigosa)); San Francisco Unified School District (Board of Education Resolution No. 164-26A3, Press Release); the Oakland Unified School District (OUSD Board of Education Resolution No. 1617-0079); and the Chicago Public School Board (Press Release).

RESOURCES

*Los Angeles' Good Food Purchasing Policy: Worker, Farmer and Nutrition Advocates Meet…and Agree!* is an article by Alexa Delwiche of the Center for Good Food Purchasing and Joann Lo of the Food Chain Workers Alliance that describes the development of the GFPP by the Los Angeles Food Policy Council and its eventual adoption by the City and LAUSD. http://foodchainworkers.org/wp-content/uploads/2015/06/Delwiche-Lo-LA-Good-Food-Purchasing-PPM_Fall13.pdf

*The Los Angeles Good Food Purchasing Program: Changing Local Food Systems, One School, Supplier, and Farmer at a Time* is a case study written by PolicyLink that shares detailed information about the Los Angeles GFPP and its impacts on the local economy.
http://www.policylink.org/sites/default/files/LA_GFFP_FINAL_0.pdf

ATTACHMENTS

- Los Angeles Unified School District Good Food Procurement Resolution 2014

- Los Angeles Unified School District RFP for Strategically-Sourced Perishable Foods

**New York City Policies: Nutrition Standards and Local Food Purchasing Guidelines for City Agencies**

New York City has adopted a comprehensive set of policies setting nutrition standards for all meals purchased and served by City agencies, all beverage and food vending machines contracted by City agencies, and all food served at meetings and events sponsored by City agencies. These policies were developed pursuant to Executive Order No. 122, issued by Mayor Bloomberg in 2008, which also created a Food Policy Coordinator position within the City and directed City agencies to cooperate with the Coordinator to ensure ongoing compliance with the food standards. Additionally, in 2012, New York City issued a separate set of guidelines encouraging City agencies to purchase more locally grown or produced foods. Although these policies apply only to City agencies, the City encourages their use in other institutions, including private businesses.

RESOURCES

The New York City Food Standards: "This document outlines standards for food purchased and meals and snacks served, with the goal of improving the health of all New Yorkers served by City agencies and their contractors. The New York City Food Standards ('Standards') aim to reduce the prevalence of chronic disease, such as obesity, diabetes, and cardiovascular disease, by increasing access to healthy foods and improving dietary intake." New York City Food Standards. Meals/Snacks Purchased and Served. http://www1.nyc.gov/assets/doh/downloads/pdf/cardio/cardio-meals-snacks-standards.pdf

New York City's guidelines for local food procurement encourage "City agencies to procure more food products grown, produced or harvested in New York State and to work with vendors to track current purchasing of NYS food where information is available." NYC Mayor's Office of Contract Services. New York State Food Purchasing Guidelines.
http://www1.nyc.gov/assets/mocs/downloads/pdf/epp/New%20York%20State%20Food%20Purchasing%20Guidelines%203.pdf

*The Public Plate in New York City: A Guide to Institutional Meals* is a report that "examines the health and economic impact of the more than 260 million meals the City serves each year in public schools, child care and senior citizen programs, homeless shelters, jails, hospitals, and other settings. This market power can make healthier, more affordable food available to all New Yorkers. Over the last decade much has been done to improve this system; this report suggests specific ways and areas in which the new Mayoral administration can further improve institutional food." The report includes background information about the City's nutrition standards, and a section addressing ways to expand the City's program "beyond the public plate" to private institutions. *The Public Plate in New York City: A Guide to Institutional Meals*. Public Plate Report Working Group. New York City Food Policy Center at Hunter College, 2014. http://www.nycfoodpolicy.org/wp-content/uploads/2013/05/PUBLICPLATEREPORT.pdf

## 2) Examples and Best Practices from the Health Care Sector

**Kaiser Permanente: Environmentally Preferable Purchasing Principles and Sustainable Food Scorecard**

Kaiser Permanente is "one of the nation's largest not-for-profit health plans, serving 11.7 million members, with headquarters in Oakland, CA." (See Fast Facts About Kaiser Permanente. Kaiser Permanente website. https://share.kaiserpermanente.org/article/fast-facts-about-kaiser-permanente/.) Kaiser has (1) adopted a purchasing policy that prioritizes local food, among other goals, and (2) developed a method to implement that policy through the RFP process.

First, Kaiser's Environmentally Preferable Purchasing Principles are guidelines that the organization's procurement and supply staff apply "to all major, strategic, and critical purchasing decisions." The guidelines include a stated preference for "sourcing food products that are local, seasonal, nutritious and produced in a way that minimizes degradation to human and environmental health and vitality." As a result of this policy, Kaiser currently spends 24% of its overall food budget—or $7.4 million—on sustainable or local food. (See Sustainable Food. Kaiser Permanent website. https://share.kaiserpermanente.org/article/environmental-stewardship-sustainable-food/.)

Second, to implement its policy, Kaiser has developed a "Sustainable Food Scorecard" that is included in all food-related RFPs and "allows the organization to rate suppliers and vendors and select the vendors who can best support the organization's sustainable food purchasing initiatives." As described on the organization's Sustainable Food webpage, "[t]he scorecard has been an instrumental tool in the contracting process, providing Kaiser Permanente with insight into potential vendors' corporate and distribution practices . . . [,] detailed lists of the types of products vendors offer by product category and how they meet Kaiser Permanente's Sustainable Food Criteria . . . [, and] a commitment from potential vendors to track and report on Kaiser Permanente's sustainable spending."

RESOURCES

*Kaiser Permanente: Promoting Sustainable Farming and Food Choices* is a fact sheet summarizing Kaiser's sustainable food purchasing program. https://share.kaiserpermanente.org/wp-content/uploads/2014/05/Sustainable-Food_factsheet_2015.pdf

The following resource collects sample documents related to Kaiser's food-related RFPs, including a cover letter to a potential vendor, a portion of the Sustainable Food Scorecard, a sample letter that potential vendors can use to obtain information relevant to the Scorecard from their suppliers, and a sustainability criteria guide with codes for vendors to use to identify whether a particular product is "local" (i.e., produced within 250 miles of the facility), antibiotic fee, etc.: http://www.sdchip.org/wp-content/uploads/2016/06/Purchasing-Guidelines-for-Sustainable-Food-Kaiser-Permanente-Example-final.pdf

Kaiser's Sustainable Food Scorecard is also available for download from its Sustainable Food webpage: https://share.kaiserpermanente.org/article/environmental-stewardship-sustainable-food/

**Charleston Area Medical Center Local Value Chain Project**

As described in a case study from the Democracy Collaborative,

> Charleston Area Medical Center (CAMC) is a nonprofit, regional referral and academic medical center based in Charleston, West Virginia, with a service area that includes nearly a third of West Virginia's 1.8 million residents. Participating as part of the Local Foods Value Chain project, CAMC encourages regional wealth creation by supporting the local agricultural economy while providing hospital patients and employees with healthier food. Originally funded by the Ford Foundation and the Greater Kanawha Valley Foundation, CAMC continued to prioritize this project even after the initial funding period was over. This was motivated by CAMC's Community Health Needs Assessment, which identified unemployment and poverty and related illnesses connected to poor diets, such as coronary disease, as major community health needs.
>
> . . . .
>
> The overall goal of the program is to help build the capacity of local growers to meet the produce needs of CAMC. This involves working with CAMC's supply chain partners—its wholesale produce vendor and food service company—to shift practices that enable participation from local farmers. This also includes growing the capacity of local food producers in the region. In essence, CAMC serves as the convening force: bringing together supply chain actors to identify the barriers for local farmers and gaps in the chain, and then work with partners to fill those gaps.
>
> . . . .
>
> CAMC recognized that a critical piece of implementing a supply chain strategy would involve their existing food distributors and contractors. CAMC had an existing contract with Morrison's, a food contracting service, but Morrison's was open to working with local vendors. Perhaps most important, CAMC's local produce distributor, Corey Brothers, was also on board. . . . The partnership ensures that CAMC has the distribution infrastructure, and also necessary food safety expertise around GAP [Good Agricultural Practice] certification.

> Working with their larger distributor also helps CAMC guarantee markets to local growers. The hospital recognizes that the current food demand far exceeds existing local supply. In essence, CAMC has committed to purchasing whatever is produced locally. They can promise a stable price, and then delegate to Corey Brothers the distribution logistics. In addition, Corey Brothers' larger distribution network provides local vendors with access to other markets for surplus produce. This also creates added security for the hospital, should local growers have any trouble meeting demand.

Brenda Grant, CAMC's Chief Strategy Officer, is the point person for the Local Value Chain project. In our phone conversation with Ms. Grant, she explained that CAMC's local food purchasing goals are not formally incorporated into its contract with Corey Brothers, its produce distributor—largely because CAMC knew that there are not currently enough local growers to meet the organization's demand for specific products. Instead, CAMC enters into memorandums of understanding (MOUs) with individual growers through which the growers commit to growing listed products, and CAMC commits to purchasing, through Corey Brothers, the quantities that the growers can provide. (See sample CAMC MOU attached to this memorandum.) If a grower is unable to meet its supply commitment due to, for example, flooding or other natural events, Corey Brothers can make up the difference. As Ms. Grant described, this strategy reduces the risk in the relationship both for the farmer and CAMC.

RESOURCE

The Greater Kanawah Valley Foundation, one of the initial funders for CAMC's Local Value Chain project, has prepared a written summary and short video about the work: https://tgkvf.org/special-initiatives/value-chain/

The case study excerpted above is included in *Inclusive, Local Sourcing: Purchasing for People and Place*, a toolkit from the Democracy Collaborative, which "showcases examples of how hospitals and health systems are reevaluating their roles as their community's largest purchasers, understanding that a thriving local economy is fundamental to a healthy community." http://hospitaltoolkits.org/purchasing/

ATTACHMENT

- Sample memorandum of understanding formalizing CAMC's commitment to purchase produce from local growers

**University Hospitals Health System in Ohio and the Healthier Hospital Initiative**

University Hospitals Health System in Ohio is a member of the Healthier Hospital Initiative (HHI) a program of Practice Greenhealth. HHI has developed a set of data-driven "challenges" that are "designed to help healthcare organizations commit to sustainability goals and track their environmental efforts." As a part of the Healthier Food Challenge, University Hospitals has committed to increase "the percentage of local food purchases by 5 percent annually OR achieve the ultimate goal of 20 percent of total," and "the percentage of sustainable food purchases by 5 percent annually or achieve the ultimate goal of 20 percent of total." HHI has adopted clear definitions for "local" and "sustainable" and has prescribed a method for measuring and calculating hospitals' progress towards their commitments, as described in this overview document.

In our conversation with Dan Ballard, the executive director for nutrition services at University Hospitals-Cleveland Medical Center, he explained that the health system's local and sustainable food purchasing commitments are incorporated into its contract with Sodexo, its food service provider. He shared the following contract language that addresses those goals:

- Sustainability:
  - Cooperate with the University Hospitals Health System, Inc.'s Office of Sustainability through on site leadership meetings and quarterly reporting of progress toward agreed upon qualitative and quantitative goals. This cooperation shall include supporting sustainable and nutritious food procurement, as well as responsible waste management, including but not limited to: maximizing the availability of fresh fruit and vegetables; maximizing the procurement of products and food that are locally grown and produced; purchasing food that is produced without the use of chemical pesticides, herbicides, hormones, and non-therapeutic antibiotics; minimizing packaging and service ware waste; and participating in composting programs.

  University Hospitals Health System, Inc. will review all reports to ensure compliance with contract. The Facility will conduct routine inspections to ensure quality standards are maintained for all services.

Mr. Ballard also explained that the contract uses a "risk and reward" model that provides incentives and disincentives for Sodexo to meet the following percentages of local and sustainable purchases:

| **Sustainability** | Local and sustainable purchases as a percentage total food purchases utilizing the Key Green Solutions tracking software. | Total Local / Sustainable Report. | Annual result for the system finalized within 30 days of the end of the fiscal year. | ≤ or = 6% | 6.1% to 8.4% | >8.4% | 15% |
|---|---|---|---|---|---|---|---|

In other words, if Sodexo's local and sustainable purchases are less than or equal to six percent of total food purchases in a given year, then it will face consequences that are built into the contract. Conversely, if Sodexo meets the target of fifteen percent local food purchases, then it will enjoy rewards that are built into the contract. (Unfortunately, we were unable to obtain more specific information from Mr. Ballard about what those consequences and rewards actually are.)

RESOURCE

"This Greening UH Progress Report Summary explores the various places where we are striving to make environmentally responsible decisions that support human health and well-being." The report includes a section beginning at page 4 describing its efforts to increase local, sustainable food purchases.
Greening UH for a Healthy Community: 2016 Sustainability Progress Report Summary.
file:///C:/Users/kmichel/Downloads/greening-uh-2016-sustainability-progress-report%20(1).pdf

### 3) Sample Dining Services RFP and Contract from a Private Institution

Chicago Anchors for a Strong Economy (CASE)—an initiative housed at World Business Institution—is "a network of prominent Chicagoland anchor institutions committed to collectively impacting neighborhood economic development through local purchasing, hiring, and investment." Among other things, CASE assists with facilitating new contracts between anchor institutions and vetted local businesses, and building those businesses' capacity to meet anchor institutions' contract needs by providing technical assistance and recommending workforce development resources. CASE has sixteen member anchor institutions, including private businesses, universities, museums, and hospitals, and has built relationships between those institutions and 443 local businesses.

Attached to this memorandum are sample local food clauses included in procurement documents from a CASE member anchor institution. Specifically, the attachment includes (1) a portion of a dining services RFP from a private institution in the Chicago area that requires bidders to describe their commitment to supporting and working with local, minority and women-owned businesses; and (2) the portion of the resulting contract with the winning bidder requiring that bidder to "provide and use Illinois made products" "where reasonably cost effective" and to commit to purchasing a specified percentage of agricultural products grown in Illinois during the initial contract year, with future local agricultural products objectives to be established as part of an Annual Strategic Action Plan.

ATTACHMENT

- CASE Sample: Local Clauses in Dining Services RFP and Agreement

### 4) Additional Resources on Incorporating Local Purchasing Goals into Polices and Contracts

The following additional resources—although not specifically focused on food procurement by large, private employers—include general tips and contracting best practices that could be helpful for the Central Louisiana team's work:

- "Our **Model Healthy Municipal Snack and Beverage Vending Agreement**, designed for those tasked with drafting and negotiating municipal vending contracts, provides model contract language to help nutrition advocates and municipalities improve the food environment while maintaining a reasonable cash flow." Additionally, our guide on healthy vending, **Making Change**, includes a section on best contracting practices. ChangeLab Solutions. *Model Healthy Municipal Snack and Beverage Vending Agreement*. Oakland, CA; 2012. http://www.changelabsolutions.org/publications/healthier-vending-municipalities.

- Exceed is a tool developed by ChangeLab Solutions that is designed to "help government agencies and other institutions implement healthy food service guidelines to better promote nutrition and health. Although written for government agencies, the guidance here is suitable for other entities (hospitals, schools, and other employers) interested in healthy food procurement." Among other things, the tool includes a section that describes the RFP process and outlines important principles for food service contracts. Exceed: The Tool for Using Healthy Food Service Guidelines. http://www.exceedtool.com/

- The Sustainable Food Purchasing Policy Project "helps institutional and commercial food buyers develop purchasing policies that support social and environmental responsibility in agriculture and the food industry." The website includes links to *A Guide to Developing a Sustainable Food Purchasing Policy* and sample purchasing policies adopted by municipalities, educational institutions, and retail establishments. Sustainable Food Purchasing Policy website. http://www.sustainablefoodpolicy.org/. Accessed October 6, 2017.

- This procurement guide from the Centers for Disease Control and Prevention is directed towards state and local governments, but the strategies could also be relevant in a private employer setting. The guide includes information about procurement policy development, adoption, implementation, and evaluation. Appendix A provides sample nutrition standards that could be incorporated into a procurement policy. Centers for Disease Control and Prevention. *Improving the Food Environment Through Nutrition Standards: A Guide for Government Procurement*. U.S. Department of Health and Human Services, Centers for Disease Control and Prevention, National Center for Chronic Disease Prevention and Health Promotion, Division for Heart Disease and Stroke Prevention. February 2011. https://www.cdc.gov/salt/pdfs/dhdsp_procurement_guide.pdf.

- "This document is intended to help universities, colleges, hospitals, and other institutions—as well as those advocating for food system change—create, promote and implement practical sustainable food purchasing policies. It draws from the successes and lessons learned by a variety of institutions, and from the experience of for-profit and non-profit partners that have worked with institutions in this arena." Food Alliance et al. *A guide to Developing a Sustainable Food Purchasing Policy*. http://realfoodchallenge.org/sites/default/files/food_policy_guide.pdf

## Conclusion

This memorandum provides information on incorporating local food purchasing goals into policies, contracts, and RFPs, including: (1) examples and best practices from the public sector; (2) examples and best practices from the health care sector; (3) a sample food procurement RFP and contract from a private institution; and (4) additional resources. Although the majority of examples and resources are from the public and health care sectors, they may serve as a foundation for the Central Louisiana team's work with private employers.

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**File #:** Res-035-14/15, **Version:** 1

Mr. Zimmer, Dr. Vladovic - Good Food Procurement 2014 (Res-033-14/15) **(**For Action December 2, 2014**)**

Whereas, The Los Angeles Unified School District procures over $100 million annually in food and food supplies. The large-scale volume demands include serving over 650,000 meals per day and 128 million meals in the 2013-2014 academic year. Subsequently, the purchasing of good food is a vital component to providing for the nutritional needs of all children in the District;

Whereas, More than 80% of students in the District qualify for federal and state meal benefits through the National School Lunch and Breakfast Programs, the Child and Adult Care Food Program, the After School Snack and Supper Program, and the Summer Food Service Program;

Whereas, In practicing good food procurement methods, the District can support a regional food system that is ecologically sound, economically viable, and socially responsible. Thoughtful purchasing practices throughout the District can nationally impact the creation and availability of a local, sustainable good food system. In turn, the District has partnered with school districts in New York, Chicago, Dallas, Miami and Orlando to exchange best practices when it comes to good food policies, local procurement, and sound environmental standards;

Whereas, The District has changed school menus and food procurement contracts to implement the Institute of Medicine's school meal nutrition recommendations by approving multi-year contracts to provide fresh produce, bread, and dairy. Within a thorough list of evaluation criteria, the District incorporated a preference for vendors with a locally sourced produce and dairy plan, using components of the Los Angeles Food Policy Council's definition of good food as a guide;

Whereas, The District has eliminated milk with added sugars and flavoring, incorporated food policy motions that set nutritional standards for food authorized for sale at school sites, and prohibited the sale of soda in school vending machines, student stores, and cafeterias;

Whereas, Good food is defined as food that is healthy, affordable, fair, and sustainable. These foods meet the Dietary Guidelines for Americans, provide freedom from chronic ailment, and are delicious and safe. All participants in the food supply chain receive fair compensation, fair treatment, and are free of exploitation. Good food is available to purchase for all income levels. High quality food is equitable and physically and culturally accessible to all. Food is produced, processed, distributed, and recycled locally using the principles of environmental stewardship (in terms of water, soil, and pesticide management);

Whereas, The District adopted the Good Food Procurement resolution in 2012 and has implemented the Good Food Purchasing Guidelines of the LA Food Policy Council, supporting local, sustainable, fair and humane production practices. The commitment has created at least 125 Los Angeles County jobs and provided economic stability for small local producers. The continued implementation of the comprehensive good food program will promote the ongoing leadership of the District in being a good food leader in our community and nationwide; and

Whereas, Good food procurement refers to the sourcing and purchasing of food to supply District foodservice operations; now, therefore, be it,

Resolved, That the Governing Board of the Los Angeles Unified School District reaffirms its commitment to the Good Food Procurement resolution (2012) to improve our region's food system through the adoption and implementation of the Good Food Purchasing Guidelines, which emphasize the following values:

1. **Local Economies**- support small and mid-sized agricultural and food processing operations within the local area or region.
2. **Environmental Sustainability** - source from producers that employ sustainable production systems that reduce or eliminate synthetic pesticides and fertilizers; avoid the use of hormones, antibiotics, and genetic engineering; conserve soil and water; protect and enhance wildlife habitats and biodiversity; and reduce on-farm energy consumption and greenhouse gas emissions.
3. **Valued Workforce** - provide safe and healthy working conditions and fair compensation for all food chain workers and producers from production to consumption.
4. **Animal Welfare** - provide healthy and humane care for livestock.
5. **Nutritional** - promote health and well-being by offering generous portions of vegetables, fruit, and whole grains; reducing salt, added sugars, fats, and oils; and by eliminating artificial additives;

Resolved further, That the Los Angeles Unified School District commits to continue taking the following steps in support of good food:

1. As outlined in the Good Food Procuremnt resolution (2012), the District commits to annually increasing our procurement of good food to meet multi-year benchmarks at the baseline level or beyond for five value categories- local economies, environmental sustainability, valued work force, animal welfare, and nutrition;
2. Establish supply chain accountability and traceability system with vendors/distributors to verify sourcing commitments, assess current food procurement practices, and compile assessment results in a progress report; and, be it finally

Resolved, That the Board directs the Superintendent to commit to the following actions:

1. Incorporate Good Food Guidelines into Requests for Proposals (RFPs) and contracts for food services, where available, including a requirement that poultry RFPs and contracts should meet antibiotic and hormone-free standards in the Good Food Guidelines;
2. Request that bidders include a plan to meet the Good Food Purchasing Pledge standards at a five star level in their RFPs;
3. Initiate an assessment of food procurement practices for all approved vendors within six months of contract award;
4. Develop and adopt a multi-year action plan with benchmarks to comply with the Good Food Procurement resolution (2012) within one year;
5. Provide student and community nutrition education about this resolution and the Good Food Purchasing Pledge through extensive internal and external marketing and awareness campaigns;
6. Direct the District's Office of Government Relations to advocate Congress to reduce programmatic waste, include water as a reimbursable meal component, eliminate the reduced priced category and increase reimbursement rates for California equal to Alaska and/or Hawaii;
7. Report to the Board annually on implementation progress of the Good Food Procurement resolution

FROM THE RFP MAIN DOCUMENT

**1.F. Mandatory M/WBE Anchor Local Vendor Expo/Fair.** The Institution is committed to its Diversity and Anchor Local initiatives, including the use of certified M/WBE to the greatest extent possible for procurement of products or the provision of services. (See Section 4.13) To provide interested bidders an opportunity to meet local M/WBE Anchor Local firms, the Institution will host **a mandatory M/BWE Anchor Local Expo/Fair on January 12, 2016. On this day the Institution will also provide potential bidders an opportunity to meet and conduct a focus group with campus community members. The Vendor Expo/Fair will occur in [redacted] where the tentative schedule is:**

| | |
|---|---|
| 8:00 a.m. – 8:10 a.m. | Welcome by Institution representatives |
| 8:15 a.m. – 11:00 a.m. | Presentations by M/WBE Anchor Local Companies |
| 11:15 a.m. – 12:30 p.m. | Expo, where potential bidders may sample products |
| 1:00 p.m. – 1:50 p.m. | Potential Bidders Conduct Individual Focus Group Session |

The Institution requests that potential bidders indicate who will be attending the M/WBE Vendor Expo/Fair to the contacts listed in Section 1.C by 4:00 p.m. CT on Tuesday, January 5, 2016.

**4.B.13. Diversity and Anchor Local** (Focus for this is the Anchor Dining Proposal)

(local)

In accordance with established Institution policy, the Institution is committed to providing enhanced opportunities for [redacted] minority-owned, women-owned, and small business enterprises to participate in the Institution's procurement process. Institution personnel attempt to seek out and include qualified M/WBE suppliers when choosing suppliers to be solicited and the Institution encourages all Suppliers to seek certified M/WBE subcontractors and suppliers. Although price/cost and quality/ability are and will remain the most important criteria in all Institution supplier selections, consideration will be given in the selection process to the M/WBE status of the respondent and/or the level of M/WBE participation provided by the proposed supplier team. M/WBE suppliers must be certified by the [redacted] Minority Business Development Council, the Women's Business Development Council, or the United States Government in order to receive proper credit for their status during the Institution's supplier selection process.

NOTE: Zip codes near institution

As part of the Anchor Local initiative, the Institution is committed to working in partnership with its surrounding communities to spur economic growth and opportunity in the following zip codes [redacted] If subcontracting or supplier purchasing is necessary, the Supplier will make every effort to use M/WBE [redacted] businesses in the performance of any awarded Agreement. During the term of the resultant Agreement, the Institution requests a quarterly report detailing the extent of [redacted] business participation. A description of the Supplier's expected efforts to solicit [redacted] businesses should also be enclosed with their proposal. In additional please describe what efforts you have undertaken at similar Institution's.

a. In your proposal, you are encouraged to describe the scope of work that you propose to assign to any [redacted] M/WBE companies and to estimate the value of the proposed (sub) contract(s) or scope of services as a dollar amount and/or a percentage of the total of all goods and services in your proposal. You should provide documentation of existing certification with the appropriate regulatory agency certifying M/WBE status.

b. Provide your proposed plan to meet the Institution's goal of thirty-five percent (35%) certified M/WBE participation for qualified purchases, and a goal of four (4) new [redacted] M/WBE businesses by June 30, 2021. Vendor shall apply these percentage goals to all subcontracting tiers, suppliers, and consultants hired or retained by the Vendor. With the exception of Institution's local [redacted] community businesses, (many of which are not certified) Vendor shall utilize M/WBE to obtain its diversity goals and commitments.

c. During the term of the resultant Agreement, the Institution requests a quarterly report detailing the extent of [redacted] business participation. The quarterly report shall identify the aggregate wages of the employees in the 8 zip codes identified in Section 4.B.13.

A description of the Supplier's expected efforts to solicit [redacted] businesses should be described in their proposal, as well as any similar efforts the Supplier has undertaken at similar Universities.

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FROM THE ACCOMPANYING AGREEMENT

5.14.4 When and where reasonably cost effective, Licensee shall provide and use Illinois made products and local Licensees. For the initial year of the contract, Licensee agrees that a minimum of ____% (as per the successful Licensee's proposal, subject to final negotiations with the Institution) of its purchases shall be agricultural products

grown in Illinois. Thereafter, local agricultural products purchase objectives shall be established as part of the Annual Strategic Action Plan.

5.14.5 Diversity/Anchor Local. Institution has a strong commitment to the use of certified local M/WBE. Licensee will achieve the levels of participation identified in its Proposal throughout the life of this Agreement.

5.14.5.1 With the exception of Institution's local [redacted] community businesses (many of which are not certified), Licensee shall utilize M/WBE to obtain its diversity goals and commitments. Institution also has a strong commitment to the economic development of its local [redacted] businesses within the following zip codes: [redacted]

5.14.5.2 Anchor Dining has an overall goal of thirty-five percent (35%) certified local M/WBE participation for qualified purchases, and a goal of four (4) new local M/WBE businesses by June 30, 2021. Licensee shall apply these percentage goals to all subcontracting tiers, suppliers, and consultants hired or retained by Licensee.

5.14.5.3 Licensee shall provide quarterly reports describing activity within this area in a format and with sufficient information that is acceptable to Institution.

5.14.5.4 If the Licensee is moving or expanding its Chicago or regional physical facilities, it will make reasonable best efforts to locate such facilities in the [redacted], seeking the advice and assistance of the Institution's Office of External Affairs developer services program whenever practical.

5.23.9 Licensee will communicate the Institution's diversity and local priorities to its subcontractors and suppliers, and request that they support these goals. Supplier will provide information on subcontractor and supplier current status and efforts in diverse and local hiring and purchasing upon request.

8.1.1 Minimization of environmental impact through the effective use of ecologically sustainable growing techniques; Integration of seasonally available local foods; Energy efficient transportation from farm to campus.

- 8.7 Campus Farmer's market in cooperation with Institution, that feature local Chicago producers, offers fresh, locally grown/produced products and provides educational information on the benefits of purchasing locally grown, hormone- or pesticide-free products as well as of urban agriculture.

12.5.7 As part of the Institution's Diversity initiatives, Licensee shall ensure that one or more of the retail outlets (a station within [redacted] commons for example) be subcontracted to a certified M/WBE foodservice vendor and/or local [redacted] community vendor (certified or non-certified).

13.2.2 Licensee shall provide a comprehensive and culturally diverse catering menu, encompassing breakfast, lunch, dinner, beverage/snack breaks and receptions, and offering a wide variety of price ranges, to meet the intent of the program. Where financially feasible, Licensee shall incorporate use of locally sourced and sustainable offerings in developing its menus. At least twice annually, Licensee shall update its Catering menus to reflect incorporation of new menu choices, particularly those that showcase seasonally available options.

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ATTACHMENT A

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made and entered into as of the ____ day of _____, 2015, by and between **CHARLESTON AREA MEDICAL CENTER, INC**., a West Virginia nonprofit corporation, ("CAMC") and _____ ("Company").

Company is interested is growing and providing locally grown produce as a part of a local farm to hospital program; and

CAMC is interested in purchasing locally grown produce to offer as a part of a local farm to hospital program;

In consideration of Company's commitment to grow the products listed on Attachment A, CAMC will commit to purchase the quantities listed, through its local produce distributor.

Company shall grow such products and comply with USDA standards such as GAP and GHP certifications. Company agrees to maintain a general liability insurance policy of at least two million dollars per occurrence. Further, Company agrees to provide a GAP plan detailing their efforts to achieve the USDA Gap and GHP certifications which must be achieved by January, 1 2016 in order to continue to be an approved vendor for CAMC.

Company shall deliver to CAMC's produce distributor the products listed in attachment A, at the price shown on Attachment A, for the year in which it has agreed to provide said products. Currently, CAMC's produce distributor is Corey Brothers, located at 1410 Lewis St. Charleston, WV 25301. Corey Brothers will add a distribution cost and invoice a final price to CAMC.

ATTACHMENT A

ATTACHMENT A

**CHARLESTON AREA MEDICAL CENTER, INC.**

By: _____

Its:

Date: _____

By: _____

Its: _____

Date: _____

ATTACHMENT A

| Product Description | Commitment Quantity | Unit of Measure |
|---|---|---|
| | | |
| | | |
| | | |
| | | |

# LOS ANGELES UNIFIED SCHOOL DISTRICT

**Procurement Services Division**

**PROCUREMENT AND CONTRACT ADMINISTRATION BRANCH**

**REQUEST FOR PROPOSAL (RFP) NUMBER: 2000000965**

**STRATEGICALLY-SOURCED PERISHABLE FOODS**

**ISSUED DATE: February 29, 2016**

# Los Angeles Unified School District

## Procurement Services Division

**MICHELLE KING**
*Superintendent of Schools*

**THELMA MELÉNDEZ DE SANTA ANA, PH.D.**
*Chief Executive Officer*

**GEORGE SILVA**
*Chief Procurement Officer*

**QUINTON DEAN**
*Director of Contracts Administration*

**REQUEST FOR PROPOSAL LETTER**

Date: February 29, 2016

Attention: Proposers

Subject: REQUEST FOR PROPOSAL (RFP) NO. 2000000965 FOR (Strategically-Sourced Perishable Foods)

The Los Angeles Unified School District (District) seeks proposals from qualified firms to **partner with the District on the provision of (a) dairy products, (b) bread and (c) fresh produce directly to as many as 1,100 District school sites** as outlined in the Statement of Work below.

Interested vendors may propose to provide one, two or all three categories of perishable food items covered by this solicitation. The District anticipates that any contracts entered into as a result of this procurement (each a "**Perishable Contract**") will have a term of five (5) years with no renewal options. Funding is contingent on fiscal year availability.

**PROPOSAL DUE DATE AND SUBMISSION INSTRUCTIONS**

Complete proposals must be delivered to the District's Office at the address below, in a sealed enveloped, at or before **2:00 p.m**. on Tuesday, **March 29, 2016**. Proposals received later than the above date and time may be rejected and returned to the proposer unopened. The only acceptable evidence to establish the time of receipt is the date/time stamp imprinted upon the proposal package by the date/time recorder at the District office reception desk. **Proposers are to submit:**

- One (1) original hard copy and six (6) copies on CD-ROM or flash drive of Volume I, ("Technical" Proposal) and
- One (1) original hard copy and one (1) copy on CD-ROM or flash drive of Volume II, (Certification Forms)

- One (1) original hard copy and six (6) copies on CD-ROM or flash drive of Volume III, in Excel format and PDF format or similar (Products Schedule- For each Category).

**To the District office at the following location:**

Los Angeles Unified School District
8525 Rex Road
Pico Rivera, CA 90660
Attention: Lane Morikami, Contract Analyst

## PRE-PROPOSAL CONFERENCE

In the interest of ensuring that prospective Proposers have as clear an understanding as possible of what the District intends and seeks by this procurement, the District will offer Proposers an opportunity to meet with District staff, hear more about the District plan and need and ask questions. The pre-proposal conference will be held on March 9, 2016, from 1:30 p.m. to 2:30 p.m. in the Bid Conference Room on the first floor of the District's Procurement Services Center at 8525 Rex Road, Pico Rivera, California. All prospective Proposers are urged to attend.

## GROUND RULES AND ASSUMPTIONS

The ground rules and assumptions for this procurement, incorporated herein are as follows:

1. CONTRACT TYPE - The contract type applicable to each Perishable Contract will be determined by the selected proposal.

2. PERIOD OF PERFORMANCE - The Period of Performance is anticipated to be five (5) years with no renewal options, commencing June 15, 2016. (Approximate date).

3. NO OBLIGATION TO ENTER INTO CONTRACT – The District reserves the right to reject a firm as non-responsive, regardless of the stage of the procurement process, if there is a failure to successfully negotiate price/fees, terms and conditions, or a failure of the firm to satisfy any of the final requirements necessary to do business with the District.

4. MODIFICATIONS AND ALTERNATIVE PROPOSALS - The proposer shall submit its basic proposal in strict conformity with the requirements of this RFP Document. Proposers' are cautioned to limit exceptions, conditions, limitations or provisions attached to a proposal as they may be determined sufficiently significant to cause the proposal's rejection.

   Proposers' submitting conforming proposals may also submit alternate proposals as complete "separate" offers. The District reserves the right to accept or reject any alternate proposal. Oral, telegraphic, e-mailed or telephonic proposals and/or modifications will not be considered.

5. [INTENTIONALLY DELETED]

6. [INTENTIONALLY DELETED]

7. COSTS OF PROPOSING - Any and all costs arising from this RFP process incurred by the Proposer shall be borne by the proposer, without reimbursement by the District.

8. COMMUNICATIONS WITH THE DISTRICT - All communications with the District regarding this procurement shall be governed by the District's Contractor Code of Conduct incorporated as a reference document into this RFP.

   All communications regarding this RFP between potential Proposers, on one hand, and District representatives (staff and consultants), on the other, shall be addressed only to the Contract Analyst identified in this RFP. At no time PRIOR to the District's Notice of Award shall proposers contact District representatives regarding this RFP or any contract(s) to be awarded as a result hereof. To do so may subject the proposer to disqualification.

9. CONE OF SILENCE – As described in the Contractor Code of Conduct, this procurement is under a "Cone of Silence." Except for questions submitted prior to the proposal due date and inquires made to the District's Ethics Office, all communications regarding this RFP between potential Proposers and the staff of the District and consultants engaged by the District shall be addressed only to the Contract Analyst identified in the Request for Proposal Letter. At no time PRIOR to the District's public posting of the Board Report indicating the winning proposal(s) shall Proposer(s) contact District officials or personnel regarding this RFP or any contract(s) to be awarded in response hereto. To do so may subject the Proposer to disqualification.

## KEY EVENTS SCHEDULE

The target schedule for completion of this procurement is shown below. The dates are subject to change.

| Milestone | Date |
|---|---|
| RFP Release | February 29, 2016 |
| Pre-proposal Conference | March 9, 2016 |
| Deadline for Final Written Questions | March 14, 2016 |
| Proposal Due Date | March 29, 2016 |

## PROPOSER QUESTIONS, GENERALLY

PRIOR TO THE PROPOSAL DUE DATE of **March 29, 2016**, all proposer questions must be in writing and submitted online through the Vendor Registration Website at http://psd.lausd.net/procurement_solicitations_achieve.asp.

Questions regarding this RFP must be received by **4:00 p.m. on March 14, 2016**. As noted above, questions must be in writing and submitted online through the District's Vendor Website, at: http://achieve.lausd.net/Page/3904. In those instances where a Proposer wishes to submit more than five (5) questions at a time, that Proposer is asked to also send the questions in a Word format document by e-mail to the Contract Analyst.

AFTER THE PROPOSAL DUE DATE, all communications shall be directed to the Contract Analyst identified below.

Los Angeles Unified School District
8525 Rex Road
Pico Rivera, CA 90660
Reference: RFP No. 2000000965
Title: Strategically-Sourced Perishable Foods
Attention: Lane Morikami (Contract Analyst)
Fax: 562-654-9398
E-mail: lane.morikami@lausd.net

Los Angeles Unified School District

_____
Lane Morikami, Contract Analyst

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## PROJECT OVERVIEW

District Objective

The Los Angeles Unified School District:

- Is seeking to redefine our food acquisition process to engage in a more effective least cost purchasing model to reduce overall food cost, taking into consideration all associated costs, including, without limitation, the costs of ensuring timely-delivery, product-availability and product quality;
- Is seeking to improve the image of school meal program in Los Angeles;
- Is desiring to greatly affect the menu profitability through food purchasing;
- Is seeking to craft one or more single multi-year contracts to address all of the District's needs with respect to fresh produce, dairy products and bread products;
- Greatly values the quality and standard of meals;
- Has moved toward Food Based Menu Planning and any partnering supplier(s) would need to provide appropriate product identification information, a product formulation that meets Food-based Guidelines and microbial testing standards for genus specific items such as Listeria;
- Is seeking to enhance supply chain efficiencies through innovation

Safe, wholesome nutritious food is of the highest priority. Each firm selected must support the District in the removal of all non-value add cost and possess similar shared values and principles. Our intent is to reduce product cost by eliminating non-value adds through partnership and innovation.

The effort will also focus on providing a standardized commercially prepared product, streamlined through efficiency and flexibility with a user friendly process by eliminating steps which do not add value; exploring alternative methods; and evaluating the relationship of food service process structure and interaction. The goal of this procurement process, by controlling the entire system and its associated costs, is to deliver the highest quality products available in order to positively affect menu profitability and improving the image of the school meal program without affecting the quality and standard of meals.

The District's intent is to enter into a long term professional relationship with one or more successful firms. We are looking for partners with experience, financial stability, whose technology will be kept up to date and that will be around and have effective customer service for years to come.

District Vision

The District's Food Services Division is responsible for providing meals to over 530,000 students and food safety of products provided is of the upmost importance. It is expected that our partners be sufficiently responsible to do business with the District and to ensure availability of product for our menus that are student acceptance driven. It is paramount that our partners meet our standards for cleanliness, safety, security and good manufacturing practices. The selected vendor(s) will be expected to warrant food safety and product availability, assuming all risk of ensuring those two key aspects of food provision.

Finally, the partnering relationship that provides flexibility and innovation that is envisioned, may provide unique opportunities for the selected vendor(s) to greatly benefit from the District's participation in the Urban School Food Alliance. That alliance includes six of the largest school districts in the United States. Besides the District, members of the alliance include the school districts for: New York City, Chicago, Miami Orlando and Dallas. Together, those six school districts have approximately 2,848,000 students and serve around 469,000,000 meals annually.

Background Facts

There are approximately 530,000 K-12 students enrolled in the District, and in the 2014-2015 school year, Food Services serves breakfasts, lunches, snacks and suppers to more than 1,100 school sites. During the 2014-2015 school year, Food Services served over 132 million meals with an average total food and supply cost of $1.57 per meal.

Examples of District menus currently in use can be found at: http://achieve.lausd.net/Page/845. The nutritional requirements to which food served by the District is subject are contained in the following documents, which can be found at: http://achieve.lausd.net/Page/1072:

1. Approved Beverages List
2. Approved Snacks List
3. AB 626
4. CDE Management Bulletin AB626
5. LAUSD Bul. 4994.0 – Vendors at or Near School Campuses
6. LAUSD Bul. 6292.0 – Guidelines for Sales and Service of Non-School Meal Program
7. Food/Beverages on School Campus
8. ***LAUSD Food and Nutrition Policy Motion**
9. LAUSD Food and Nutrition Implementation Plan
10. LAUSD Publication 464-Elementary
11. LAUSD Publication 465-Secondary
12. LAUSD Wellness Policy Blueprint
13. SB 12 Fact Sheet
14. SB 965 Fact Sheet

Other notable requirements to which the District's meal program is subject include:

- The Good Food Procurement Resolution adopted by the District's Board of Education in 2012, and included in this RFP as a Reference Document (page 117)
- The Good Food Procurement 2014 Resolution, adopted by the District's Board of Education in 2014, included in this RFP as a Reference Document (page 119), specifically states that contract awards must, at a minimum, have a plan that will meet antibiotic and hormone-free standards as stated in the Good Food Guidelines (Exhibit F)

- The "**Chicken Standard**" adopted by the Urban School Food Alliance, which provides as follows:

  "All chicken products must be produced under a USDA Process Verified Program that includes compliance with the following:

  - No animal by-products in the feed
  - Raised on an all vegetarian diet
  - Humanely Raised as outlined in the National Chicken Council Animal Welfare Guidelines for Broilers dated January 2014
  - No antibiotics ever

  If your company cannot supply the full volume of "No Antibiotics Ever" chicken requested on our procurement, please provide a written plan of when your company will meet the above Standard.

  In the meantime, your company must have the capacity for USDA Process Verified (third party) for Therapeutic Use Only chicken as defined in the Natural Resources Defense Council's 'Support For Antibiotic Stewardship in Poultry Production' dated December 2013; OR School Food Focus /The PEW Charitable Trusts 'Purchasing Guidelines That Minimize the use of Antibiotics in Poultry Production' dated December 5, 2014."

## STATEMENT OF WORK

Each selected vendor will partner with the District over the term of any contract resulting from this RFP (each such contract a "**Perishable Contract**") to procure and deliver, to as many as 1,100 District cafeteria sites, fresh produce; dairy and related products (such as milk, cream, sour cream, yogurt, cheese, eggs, potato salad, cole slaw and juice); and bread and related grain products (such as tortillas and pastries). Dairy product-providers should note that single-serving packages of milk should be eight-ounce cartons, and not pouches, that is sanitary and free of leaks and any other damage that may be related to shipping or incorrect storage by the Contractor.

1. Each selected vendor will supply all of the District's need for the category or categories of food product with respect to which the vendor was selected, such that:

    a. The food product is delivered FOB to the District cafeteria site or other designated location, such as the District's Newman Nutrition Center, as specified by:
        i. The Site Delivery Plan established by the vendor and accepted by the District or
        ii. The District request for an off-plan delivery that the vendor has agreed to make; and

    b. The food product is served in the freshest, most wholesome and most nutritious possible state, always in compliance with legal and District standards for wholesomeness, freshness and quality.

2. Selected vendor(s) invoicing process must make any discounts to which the District may be entitled readily apparent and identified, and not just deducted, to the District's Accounts Payable staff such that discounts are specifically identified and not just deducted. More specifically, the vendor's invoices must identify the amount of each discount, rebate and other applicable credit and individually identify the amount as a discount, rebate or, in the case of other applicable credits, the nature of the credit.

3. Selected vendor(s) will provide input and assistance in the District's efforts to:

    a. Develop an initial plan whereby the vendor will deliver the items that will be the subject of the Perishable Contracts to District cafeteria sites or other designated location (the "**Site Delivery Plan**"), which plan will account for, among other things:
        i. The dates the District menus indicate any particular item will be served,
        ii. Cafeteria open, closed and half-day schedules; and
        iii. Projected volume needs;

    b. Consider which items currently offered by the selected vendor, or to be so offered, should appear on District menus, with appropriate consideration given to:
        i. Applicable law,
        ii. District policy (specifically including the District's chosen menu-planning program and the nutritional requirements to which District meals are subject),
        iii. Seasonality,

iv. Local-sourcing, and
v. Student taste preferences

c. Using the Proposal in response to this RFP, establish fair and reasonable pricing for any new products and for any products newly subjected to the Perishable Contract however, the District may decline to purchase any particular item offered by the vendor on the basis of that item's cost being too high or for any other reason, in the District's sole discretion; and

d. Continuously improve the systems by which each selected vendor will provide food products to the District.

vi. Each selected vendor will maintain such records and develop and submit such reports as may be required by the United States Department of Agriculture, the State of California, `federal or state law or as may be reasonably requested by the District.

vii. The selected vendor must agree in its Perishable Contract to, among other commitments:

a. Warrant food-safety,

b. Warrant product-availability and

c. Warrant product freshness and wholesomeness.

d. In emergencies (such as caused by extreme weather, school lock-downs or other unforeseen circumstances that threaten the health or safety of District staff or students), assist in providing Products to schools and District offices acting as emergency operations centers.

viii. The District will have final authority on sub contracted supply chain and management oversight.

ix. The selected vendor will generally advise and support the District in the innovative removal of all non- value-added cost in the District's acquisition and use of the product.

**END OF STATEMENT OF WORK**

## MINIMUM QUALIFICATION REQUIREMENTS

In order to be found sufficiently qualified to propose in response to this RFP, a firm must show that it meets each of the following Minimum Qualification Requirements:

| | ***Minimum Qualification Requirement*** | ***What We're Looking For*** | ***Basis on Which Evaluation Will Be Made [What Proposer is to Submit]*** |
|---|---|---|---|
| 1 | Adequate Financial Resources | Evidence that the proposing firm has been in business long enough to understand, and be able to anticipate and support, its operational needs and to appropriately manage and address the risks associated with its operation. | • Representation that the proposer has been In business as a supplier of the product category it proposes to provide to the District for at least five years<br>• Evidence of compliance with District insurance requirements - Either<br>o Certs. of Ins. showing compliance or<br>o Broker's letter indicating ability to comply or<br>o Proposer written confirmation of ability to comply and commitment to comply if and when offered District contract |
| 2 | Record of Integrity | An indication that the proposing firm has acted ethically in the past and will conduct itself ethically and with careful adherence to the District's ethics policies in the future should it be awarded a District contract. | • District Ethics Certs. (with "no's" satisfactorily explained)<br>• Written representation that no product produced by the proposer was ever subject to a recall because of:<br>o Vendor negligence or misconduct<br>o Vendor failure to comply with the law or<br>o Vendor failure to comply with industry safety standards |
| 3 | Minimum Safety Record & Controls | Evidence that the proposing firm has a minimum of appropriate safety controls in place and that an accredited food-safety auditing firm has found those controls to be satisfactory. | • Signed Safety-plan Certification<br>• Satisfactory third-party safety assessments for past 3 years from an accredited food-safety auditing organization |

| | Minimum Qualification Requirement | What We're Looking For | Basis on Which Evaluation Will Be Made [What Proposer is to Submit] |
|---|---|---|---|
| 4 | Minimum Comparable Experience | Evidence that the firm has experience supplying the product category in question:<br>• To K12 public school districts, independent charter school organizations, college & universities, business and industry, grocery and fast food chain restaurants.<br>• For which deliveries were made to at least 100 separate locations per week | • Vendor's written representation<br>• Reference Responses |
| | | ***FOR PROSPECTIVE VENDORS OF FRESH PRODUCE ONLY*** | |
| | | Evidence that the proposer has established the minimum organization and had the minimum amount of experience that would have been necessary in order for it to have been issued a license pursuant to the U.S. Perishable Agricultural Commodities Act (a "**PACA License**") | • Current PACA License No. (confirmed as active at: http://apps.ams.usda.gov/pacasearch/) |
| | | Evidence that vendor has not managed its business such that customers are inclined to bring claims against vendor's PACA license for unethical or unscrupulous dealings or for gross negligence or willful misconduct | Vendor's representation that PACA License never revoked or refused for findings of:<br>• Fraud<br>• Other unethical behavior<br>• Unfair business practices<br>• Acts of gross negligence or<br>• Acts of willful misconduct |
| 5 | Capacity | Evidence that the firm has the ability to supply the District at the volume of product the District will need as shown by the firm's having provided at least the indicated minimum volume of the product category to a single customer over one year: Up to approximately 1,100 sites per week, multiple deliveries per week/per site.<br>• 3 million pounds of fresh produce<br>• 200,000 gallons of milk (if proposing to provide dairy products)<br>• 170,000 pounds of finished fully-baked bread products | • Vendor's written representation<br>• Reference Request Forms |

LOS ANGELES UNIFIED SCHOOL DISTRICT

RFP NO.: 2000000965
STRATEGICALLY-SOURCED PERISHABLE FOODS

## EVALUATION CRITERIA

Proposals found to satisfy the minimum qualification requirements will be evaluated against the evaluation criteria shown below. "What Proposers Should Submit" indicates what the District is asking proposers to provide with respect to each evaluation criterion. "What We're Looking For" explains the basis for judging the Proposal submittal for the particular evaluation criterion. Evaluators may allocate up to the maximum number of points indicated for each criterion for an aggregate maximum total of up 225 points for firms proposing to provide bread products and up to 225 points for those proposing to provide fresh produce or dairy products. Proposals will be evaluated separately with for each product category with respect to which the proposer is proposing.

Proposals must explain specifically how the vendor proposes to do business with the District during the term of the agreement. Evaluators will be inclined to give lower scores to vague, open-ended statements, such as "we will work with the District to provide the necessary products, goods or services." Proposals that contain more clearly-defined, multifaceted, specific commitments and innovations are what the District is looking for and will be scored higher.

| | ***Evaluation Criteria*** | ***What We're Looking For*** | ***What Proposers Should Submit*** | ***Max. Points*** *(Bread Products)* | ***Max Points*** *(Fresh Produce & Dairy Products)* |
|---|---|---|---|---|---|
| **APPLICABLE TO ALL PROPOSERS** | | | | | |
| 1 | Price | • that will result in the lowest overall cost to the District taking into consideration a thorough clearly explained description of how existing or future products will be priced to the District.<br>• Pricing that at least addresses:<br>  • Costs to the District of administration<br>  • All other costs to the District for the receipt of the needed quantity of product, including new products<br>  o Developed by the vendor<br>  o Developed jointly by the vendor and the District and | • Pricing and<br>• Initial Products Schedule | 60 | 60 |

| | Evaluation Criteria | What We're Looking For | What Proposers Should Submit | Max. Points (Bread Products) | Max Points (Fresh Produce & Dairy Products) |
|---|---|---|---|---|---|
| | | o Proposed by the District<br>• Ease of administration by the District<br>• Effect on the District of changes in the vendor's costs and<br>• Transparency of the elements of the cost structure (such that it can be easily audited and explained) and<br>• The manner in which discounts are applied is easily discernible by District staff; and<br>• Identifies the index or report, and its source, which will be used in the rate increase request. Examples: Milk Stabilization Branch/CDFA, Orange Juice Futures Index/ Wall Street Journal | | | |
| 2 | Good Food Purchasing Commitment | Vendors whose plans show a commitment to comply with the Good Food Purchasing Pledge, at the five-star level as outlined in the Good Food Purchasing Guidelines as well as providing evidence that the firm is committed to providing some benefit to its local, national and international communities, such as through reducing its carbon footprint, other efforts to be "green," fighting hunger or supporting other charitable endeavors, This criterion considers, among other matters, the proposer's<br>▪ Corporate citizenship (i.e., being involved in activities that benefit the community) (4 pts)<br>▪ Evidence of commitment to environmental initiatives (3 pts), such as<br>o Recyclability<br>o Compostability or Energy-consumption reduction<br><br>• **Local Economies (with respect to "locally grown or locally raised agricultural products" only; see definition below)<br>Current commitment (5 pts) Future commitment (3 pts)<br>• Environmental Sustainability<br>Current commitment (5 pts) Future commitment (3 pts)<br><br>• Valued Workforce<br>Current commitment (5 pts) Future commitment (3 pts)<br>• Animal Welfare | Good Food Purchasing Plan- Responses to Proposer Questionnaire | 55 | 55 |

| | Evaluation Criteria | What We're Looking For | What Proposers Should Submit | Max. Points (Bread Products) | Max Points (Fresh Produce & Dairy Products) |
|---|---|---|---|---|---|
| | | Current commitment (5 pts) Future commitment (3 pts)<br>• Nutrition<br>Current commitment (5 pts) Future commitment (3 pts)<br><br>With respect to chicken, a "five-star" plan should also comply with the Urban School Food Alliance "Chicken Standard" included in this RFP on P. 9.<br>Current commitment (5 pts) Future commitment (3 pts) | | | |
| 3 | State-of-the-art Technology | • Continuous cutting edge of<br>  • Data collection<br>  • Reporting tools<br>  • Metric measurements<br>  • Trend-analysis<br>  • Info. Sharing with customers<br>• Real-time reporting<br>• Constant communication<br>• Ability to communicate through e-mail<br>• Technology that adds value and lowers District costs<br>• Technology that can interface with the District's cafeteria management system, which is Horizon's OneSource system or can so integrate within six months of the execution date of any Perishable Contract<br>• Complete traceability (product from point of origin to point of consumption) with semi-annual (2 X year) showing traceability of each product | • Description of proposer's technology systems<br>• Reference forms<br>• Responses to Proposer Questionnaire | 15 | 15 |
| 4 | Experience and Customer Service/Satisfaction | • Substantial experience in the food-provision industry<br>• Experience reducing costs for customers<br>• Experience reducing paperwork for customers<br>• Recent and substantial experience providing the same food products to K-12 partners or similar market channels<br>• Experience providing the food product to California public schools<br>• Recent and substantial experience providing food to commercial | • Description of proposer's experience, specifically including reference to the volume of product the proposer has | 25 | 25 |

| | Evaluation Criteria | What We're Looking For | What Proposers Should Submit | Max. Points (Bread Products) | Max Points (Fresh Produce & Dairy Products) |
|---|---|---|---|---|---|
| | | clients in an environment requiring a fast turnaround of 24 to 48 hours (i.e., vendor can supply needed products to the specified location within that period)<br>• Prompt responses to requests for information<br>• Prompt responses to complaints & issues<br>• Satisfactory resolution of complaints & issues<br>• Timely and accurate delivery<br>• Ready access to decision-making executives | produced<br>• Reference forms<br>• Responses to Proposer Questionnaire | | |
| 5 | Delivery, Implementation and Integration Plan | A supply-chain management system that:<br>• Is efficient<br>• Requires less paperwork<br>• Includes effective quality controls such that problems are anticipated and, when such arise, promptly resolved<br>• Ensures timely and accurate delivery<br>• Is flexible enough to easily address changes in District needs<br>• Reduces and controls District costs<br>• Sufficient fleet resources on hand or easily expanded through leasing, subcontracting or acquisition<br>• Easy, "seamless" communication between District operations and those of the vendor<br>• Proposer's provision of current and new products that meet District nutritional requirements | • Description of proposer's proposed distribution model for:<br>o District ordering of vendor products<br>o Vendor's purchase of the products<br>o Vendor receipt of the products<br>o Vendor delivery of products to District cafeteria sites<br>• Reference Forms<br>• Responses to Proposer Questionnaire<br>• Description of how proposing firm will integrate its production, manufacturing and | 20 | 20 |

| | ***Evaluation Criteria*** | ***What We're Looking For*** | ***What Proposers Should Submit*** | ***Max. Points*** *(Bread Products)* | ***Max Points*** *(Fresh Produce & Dairy Products)* |
|---|---|---|---|---|---|
| | | | distribution of products with existing District inventory on-time requirements | | |
| 6 | Financial Responsibility | Evidence that the proposing firm:<br>• Will continue to operate successfully throughout the term of any Perishable Contract it accepts<br>• Has a robust level of financial capability sufficient to handle contracts as large as any Perishable Contract is likely to be and on a multi-year basis<br>• Has a history of<br>  o Managing for success and<br>  o Being successful | Responses to Proposer Questionnaire | 15 | 15 |
| 7 | Safety Plan | Vendors who are or follow the best food-safety practices in that:<br>• The proposer has documented independent verification of effective written safety plans in place<br>• Proposer staff are properly and regularly trained in current safety procedures<br>• The proposer has executive-level staff whose responsibility it is to ensure food-safety<br>• The proposer's facilities are regularly inspected by accredited agencies in the field of food-safety auditing,<br>• The proposer's facilities are favorably assessed in those audits<br>• The proposer promptly and appropriately addresses safety issues raised by the food-safety auditors or otherwise and<br>• If called upon to do so, the proposer's record-keeping program is such that the proposer would be able promptly to trace any product or ingredient to its original supplier and source of origin | • Proposer's description of its food-safety program<br>• The three years of food-safety assessments required by the Minimum Qualifications section above | 15 | 15 |
| 8 | SBE/MBE/WBE Utilization Commitment | A prospective partner who takes all necessary affirmative steps to assure that small business enterprises ("**SBE**"), minority-owned business enterprises ("**MBE**"), women-owned business enterprises ("**WBE**") and labor-surplus area firms are used when possible and to | • Completed SBE Utilization Report<br>• Proposer's SBE/MBE/WBE | 10 | 10 |

| | Evaluation Criteria | What We're Looking For | What Proposers Should Submit | Max. Points (Bread Products) | Max Points (Fresh Produce & Dairy Products) |
|---|---|---|---|---|---|
| | | help the District achieve its goal of at least 25% small business enterprise participation on all District contracts and procurement actions.<br><br>"Affirmative steps" include:<br>• Placing SBE, MBE and WBE on solicitation lists;<br>• Assuring that SBE, MBE and WBE are solicited whenever they are potential sources;<br>• Dividing total requirements when economically feasible, into smaller tasks or quantities to permit maximum participation by SBE, WBE and MBE;<br>• Establishing delivery schedules, where the requirement permits, that encourage participation by SBE, MBE and WBE;<br>• Using the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce;<br>• Committing to have some minimum percentage of the Services provided by SBE, MBE and/or WBE,<br>• Assisting and supporting SBE, MBE and WBE with such typical business hurdles as<br>  o Obtaining insurance<br>  o Obtaining appropriate licensing<br>  o Obtaining needed financing<br>  o Understanding, and responding to, public procurement processes; and requiring subcontractors to take similar affirmative steps | Utilization Plan | | |

| ADDITIONAL CRITERIA FOR PROPOSALS TO PROVIDE FRESH PRODUCE AND DAIRY PRODUCTS | | | | | |
|---|---|---|---|---|---|
| | ***Evaluation Criteria*** | ***What We're Looking For*** | ***What Proposers Should Submit*** | ***Max. Points*** *(Bread Products)* | ***Max Points*** *(Fresh Produce & Dairy Products)* |
| 9 | Work-based Learning Partnership Commitment | Work-based learning partnerships (WBLPs) are opportunities for District secondary school students to receive practical education relating to real-life work experience. They are part of the District's Linked Learning initiative, which recognizes the benefits to students, vendors and our communities by helping students graduate better prepared for post-secondary training and careers. The District is asking all vendors to consider how they might best expose District students to the careers represented by the vendors' businesses. Vendors can find more information regarding the District's Linked Learning initiative here: http://linkedlearning-lausd-ca.schoolloop.com.<br><br>The WBLP Plan should include the following information:<br>a. Nature of WBLP,<br>b. For which Core Component(s)<br>c. Frequency,<br>d. Location (District-provided or Contractor-provided),<br>e. For each WBLP occurrence or event:<br>f. Duration commitment<br>g. Number of participants permissible,<br>h. Number of proposer staff actively involved,<br>i. Prerequisites for eligible participants, if any<br>j. Whether there is an opportunity for participant compensation (e.g., scholarships, prizes, | Work-based Learning Partnership Plan | 10 | 10 |

| | | | | | |
|---|---|---|---|---|---|
| | | expenses, salary), and<br>k. Discussion of how the WBLP Plan addresses the related evaluation criteria. | | | |
| | | | ***AGGREGATE TOTAL POSSIBLE POINTS:*** | 225 | 225 |

* The term "unprocessed" refers to agricultural products that do not have significant value added components. Unprocessed agricultural products may include:

- Those that require minimal handling and preparation that might be necessary to present an agricultural product to a sponsor in usable form, such as washing vegetables; chopping, cutting, slicing, dicing or shucking produce; bagging greens; butchering livestock and poultry; pasteurizing milk, and putting eggs in a carton and
- Fresh produce on which is found a minimal amount of preservatives, which may be needed for the purpose of preventing spoilage
  Note that all milk served in the School Nutrition Programs must be pasteurized and meet State and local standards.

**END OF EVALUATION CRITERIA**

## BASIS OF AWARD

Subject to the provisions herein, Contract award will be made to either the responsible proposer(s) with the "highest scored," responsive Proposal(s), or that Proposal(s) that provides the "best value," giving appropriate consideration to the evaluation factors stated herein, or "individually" by line item, "as a combination of lines items," by "geographical location," or as "a whole." The District reserves the right to make an award to other than the low cost Proposer. Low cost calculations include the cost (per item, combination, or as a whole), and cash discount. All calculations will be done by the District. All "unit price" bids must be as District requested (i.e. case, each, package, etc.).

The District will make all conversions and computations, if necessary. The "Unit Price" bid in the Rate Schedule Section should include any delivery charge to allow for delivery on an FOB Destination basis.

**PROPOSAL PACKAGE – What You Are to Submit**

*Number and type of copies:*

- One (1) original hard copy and six (6) copies on CD-ROM or flash drive of Volume I, ("Technical" Proposal) and
- One (1) original hard copy and one (1) copy on CD-ROM or flash drive of Volume II, (Certification Forms)
- One (1) original hard copy and six (6) copies on CD-ROM or flash drive of Volume III, in Excel format and PDF format or similar (Products Schedule- For each Category).

Contents Summarized

***Volume I – Technical Proposal***

Each Proposal must include as Volume I:

1. A **cover letter** signed by an authorized representative of the proposing firm and containing every item listed below among those to be included in the cover letter, identified below;

2. A **summary description** of the proposing firm's experience and operation, specifically addressing the issues outlined below;

3. **Food-safety assessment records** for the past three years as required by the Minimum Qualification Requirements above;

4. **Safety-plan Certification** included below;

5. Completed **Reference Questionnaires** submitted by at least three customer references (to come directly from the reference)**;**

6. Signed Good Food Purchasing Pledge

7. The Proposer's responses to the **Proposer's Questionnaire**;

Covering the information outlined under "What Proposers Should Submit" in the Evaluation Criteria Table below:

8. **Delivery and Implementation Plan**;

9. **Integration Plan**;

10. **Safety Plan**;

11. **SBE Utilization Plan,** and

12. **Work-based Learning Partnership Plan,**

***Volume II - Certifications***

13. The **Proposal Letter/Certificate of Acceptance**, included below, completed and signed on behalf of the proposing firm;

14. The **District Ethics Certification**, also completed and signed; and

15. The completed **SBE Utilization Report.**

Some Proposal Items Further Explained

***Volume I***

*Cover Letter*

The cover letter shall not exceed five (5) single pages and shall be signed by an authorized representative of the proposing firm. The cover letter must include each of the following pieces of information:

a. The name, address, affiliation, e-mail address, telephone number and fax number of the proposer representative who is to be the District's key contact in connection with this RFP,

b. Which of the three product categories (fresh produce, dairy products, bread products) the proposing firm is proposing to supply the District or all categories if the proposer so intends.

c. Proposer representations as to:

   i. The number of years the proposers has been in business as a supplier of each category of product it proposes to provide to the District,;
   ii. Whether products it sells have ever been subject to a recall and if so, why;
   iii. Whether the proposer has had experience supplying the product category
      - To California School districts
      - For which deliveries were made to at least 100 separate locations per week;
   iv. Whether the proposer has previously supplied at least the minimum volume specified in the Minimum Qualification Requirements above of the product category;
   v. If proposer proposes to supply fresh produce to the District:
      - The proposer's PACA License number, and

- Whether the proposer has ever been refused a PACA License
- Whether a PACA License, issued to the proposer, has ever been revoked;

d. If the proposer has ever been refused a PACA License or a PACA License issued to the proposer has ever been revoked, then an explanation of the circumstances that resulted in such refusal or revocation;

e. Evidence of the proposer's commitment to comply with the minimum insurance requirements outlined in this RFP and affirmation of its ability to do so, in the event it is offered and accepts a Perishable Contract;

f. An indication of whether the proposer would take exception to any of the District Contract Terms and Conditions outlined below and, if so, why;

g. An indication of what additional terms the proposer would expect to see in a Perishable Contract, if any; and

h. Disclosure of any civil litigation, arbitration, or proceeding to which the proposing firm has been a party in the past three years or is currently. THIS REQUIREMENT IS A CONTINUING DISCLOSURE REQUIREMENT. Any such litigation, arbitration, or other proceedings commencing after submission of a submission in response to this RFP shall be disclosed in a written statement to the Contract Analyst within 30 days of its commencement. Details of settlements that are prevented from disclosure by the terms of the settlement may be annotated as such.

   If the action is currently pending, proposer is asked to describe the nature of the proceeding and the proposer's likely time commitment with respect to it over the next five years. If the proceeding resulting in a judgment or other award against the proposing firm, the proposer should indicate whether the matter involved allegations of fraud or other misconduct by the proposer.

*Summary Description*

The summary description should detail:

a. The types of customers to which the proposing firm has previously supplied the product category,

b. The volume of product in question previously supplied by the proposing firm for any one customer and in the aggregate annually (specifically addressing the question of whether the proposing firm has previously supplied the District minimum volume set forth in Minimum Qualification Requirement No. 5 above),

c. A description of proposer's efforts with regard to being socially responsible (consistent with evaluation criteria No. 2 above),

d. A description of the proposers technology systems (sufficient to address evaluation criteria No. 3 above), and

e. How the proposing firm is otherwise qualified to assist the District in achieving the District Objective and realizing the District Vision.

*Safety-plan Certification*

Each Proposal must include the "Safety-plan Certification," included in this RFP, signed by an authorized representative of the proposing firm and dated the date it is signed.

*References*

A Proposal will not be deemed complete until the District receives, for that proposer, at least three completed Reference Questionnaires. It is, of course, each proposer's responsibility to ensure that references submit completed reference forms to the District on or before the proposal due date.

*Good Food Purchasing Plan*

Submit a plan detailing how the Proposer will comply with the Good Food Purchasing Pledge at the highest levels outlined in the Good Food Purchasing Guidelines, included among the Reference Documents contained in this RFP. Also included among the Reference Documents is a compilation of Good Food Purchasing Guidelines Implementation Plan Examples that may be useful in considering specific commitments to incorporate into a Good Food Purchasing Plan for the specified Product Categories.

*Work-based Learning Partnership Plan*

Work-based learning partnerships (WBLPs) are opportunities for District secondary school students to receive practical education relating to real-life work experience. They are part of the District's Linked Learning initiative, which recognizes the benefits to students, vendors and our communities by helping students graduate better prepared for post-secondary training and careers. The District is asking all vendors to consider how they might best expose District students to the careers represented by the vendors' businesses. Vendors can find more information regarding the District's Linked Learning initiative here: http://linkedlearning-lausd-ca.schoolloop.com.

The WBLP Plan should include the following information:

l. Nature of WBLP,
m. For which Core Component(s)
n. Frequency,
o. Location (District-provided or Contractor-provided),
p. For each WBLP occurrence or event:
q. Duration commitment
r. Number of participants permissible,
s. Number of proposer staff actively involved,
t. Prerequisites for eligible participants, if any
u. Whether there is an opportunity for participant compensation (e.g., scholarships, prizes, expenses, salary), and
v. Discussion of how the WBLP Plan addresses the related evaluation criteria.

***Volume II***

*District Ethics Certification*

Note that this document must be signed by an authorized representative of the proposing firm and accompanied by the "Our Representatives" list called for by Section 7 of the certification. The "Our Representatives list" should be updated as necessary when changes are made to the status of the individuals there identified.

*Proposal Letter/Certificate of* Acceptance

Be sure to identify by number each addendum to this RFP received by the proposing party. If no addenda were received, please put a "0" in the indicated blank.

***Volume III – Price Proposal***

a. Completed **Products Schedule** for each proposed Product Category

b**. Product Formulation Statements** for each product listed on the Products Schedule

## INSTRUCTIONS TO PROPOSERS

| INST. NO. | DESCRIPTION |
|---|---|
| IP-1 | EXAMINATION OF RFP DOCUMENTS |
| IP-2 | INTERPRETATION OF RFP DOCUMENTS |
| IP-3 | PREPARATION OF PROPOSAL |
| IP-4 | MODIFICATION AND ALTERNATIVE PROPOSALS |
| IP-5 | PRE-PROPOSAL CONFERENCE |
| IP-6 | ADDENDA |
| IP-7 | SIGNING OF PROPOSAL AND AUTHORIZATION TO NEGOTIATE |
| IP-8 | WITHDRAWAL OF PROPOSALS |
| IP-9 | INSURANCE REQUIREMENTS |
| IP-10 | SUBMISSION OF PROPOSAL |
| IP-11 | PROPOSAL EVALUATION PROCESS |
| IP-12 | DEBRIEFING |
| IP-13 | PUBLIC RECORDS ACT |
| IP-14 | DISTRICT RIGHTS |
| IP-15 | DISTRICT OWNERSHIP OF PRODUCTS |
| IP-16 | COMMUNICATION WITH THE DISTRICT |
| IP-17 | DISQUALIFICATION OF PROPOSERS |
| IP-18 | EXECUTION OF CONTRACT |
| IP-19 | FINGERPRINTING |
| IP-20 | FILING OF PROTESTS |
| IP-21 | SMALL BUSINESS ENTERPRISE (SBE) UTILIZATION PROGRAM |
| IP-22 | LAUSD'S ETHICS STANDARDS |
| IP-23 | MANDATORY LOBBYING DISCLOSURE |

## LOS ANGELES UNIFIED SCHOOL DISTRICT

## INSTRUCTIONS TO PROPOSERS

To be considered by the District for Contract award, Proposals shall be prepared and submitted in accordance with these Instructions to Proposers.

### IP-1 EXAMINATION OF RFP DOCUMENTS

Proposer shall be solely responsible for examining the enclosed RFP Documents, including any Addenda issued during the Proposal period and for informing itself with respect to any and all conditions which may in any way affect the amount or nature of the Proposal or the performance of the Services in the event Proposer is selected. No relief for error or omission will be given.

### IP-2 INTERPRETATION OF RFP DOCUMENTS

Prospective Proposers with questions regarding interpretation or clarification of the RFP document shall put all questions in writing and submit them via email or fax to the Contract Analyst identified in the Request for Proposal Letter. The District responses to requests for interpretation or clarification which require a change in scope or RFP requirements will be in writing via addendum and made available only to the listed plan holders of the RFP Documents.

Proposer shall acknowledge receipt of any and all Addenda in its Proposal Letter. The District shall not be bound by and Proposer shall not rely on any oral interpretation or clarification of the RFP Documents

### IP-3 PREPARATION OF PROPOSAL

The Proposal shall be formatted in accordance with the requirements specified in Section II-A, Proposal Requirements. The Proposal shall include the Proposal Letter/Certificate of Acceptance provided with the RFP Documents. Proposal Letter/Certificate of Acceptance and forms shall be executed by an authorized signatory as described in I-7, the instructions entitled "SIGNING OF PROPOSAL/AUTHORIZATION TO NEGOTIATE". All Proposals shall be prepared by and at the expense of the Proposer.

### IP-4 MODIFICATIONS AND ALTERNATIVE PROPOSALS

The Proposer shall submit its basic Proposal in strict conformity with the requirements of the RFP Document. Proposers are cautioned to limit exceptions, conditions, limitations or provisions attached to a Proposal as they may be determined sufficiently significant to cause its rejection.

Proposers submitting conforming Proposals **may** submit alternate Proposals to this RFP as complete **separate** offers, if the alternate Proposals offer technical improvements or modifications that are to the overall benefit of the District. The District reserves the right to accept or reject any alternate Proposal. Oral, telegraphic, or telephonic Proposals and/or modifications will not be considered.

## IP-5 PRE-PROPOSAL CONFERENCE

The District may conduct a Pre-Proposal Conference. Proposers are invited to attend the Pre-Proposal Conference. Attendance is not mandatory to be considered for award of a contract. Should the District elect not to hold a Pre-Proposal Conference, its decision shall not relieve the potential Proposer of its sole responsibility for informing itself with respect to any and all conditions as required by Instruction to Proposers entitled EXAMINATION OF RFP DOCUMENTS.

## IP-6 ADDENDA

The District reserves the right to revise the RFP Documents prior to the Proposal submittal due date. Such revisions, if any, will be made by addenda to this RFP. Copies of such addenda will be furnished, without additional charge, to all those on the RFP Plan holders List.

If an addendum includes significant changes, the Proposal submittal due date may be postponed by a number of days that the District considers appropriate for Proposers to revise their Proposals. The announcement of a new date, if any, will be included in the addendum. In any event, the last addendum will be issued no later than five (5) working days prior to the Proposal submittal due date.

Proposers shall acknowledge receipt of all addenda to the RFP Documents in their Proposal Letter. Failure to acknowledge receipt of all addenda may render the Proposal non-responsive.

## IP-7 SIGNING OF PROPOSAL AND AUTHORIZATION TO NEGOTIATE

All Proposals submitted shall be executed by Proposer or by its authorized representative. In addition, Proposer must identify those persons authorized to negotiate on its behalf with the District in connection with this RFP.

## IP-8 WITHDRAWAL OF PROPOSALS

A Proposal may be withdrawn by the Proposer by means of a written request signed by the Proposer or its properly authorized representative. Such written request shall be delivered to the Contract Analysts identified in the Request for Proposal Letter prior to the date and time for submittal of Proposals.

## IP-9 INSURANCE REQUIREMENTS

As part of its Proposal, the Proposer shall provide the District with satisfactory evidence of insurance coverage as indicated in the RFP document, and that such coverage is in full force by providing properly executed Certificates of Insurance. Or, if the Proposer will obtain the required insurance coverages prior to issuance of the executed contract, a letter issued by the Proposer's insurance agent or broker may be used to demonstrate satisfactory intent to provide coverage. However, properly executed Certificates of Insurance indicating the required coverages are in full force must then be provided prior to receipt of fully executed contract.

## IP-10 SUBMISSION OF PROPOSAL

Each Proposal submitted by Proposer shall be delivered to the District at the address shown on the Request for Proposal Letter up to the date and time shown therein. It is the Proposer's sole responsibility to assure that its Proposal is received as stipulated. The District may leave unopened any Proposal received after the date and time for receipt of Proposals. Any such unopened Proposal may be returned to the Proposer.

## IP-11 PROPOSAL EVALUATION PROCESS

The Proposal evaluation period will close upon the District's completion of its review and evaluation of RFP Documents. The District shall not give notice, to the Proposers, of the close of the Proposal evaluation process. A Proposal not meeting the requirements may be rejected as being non-responsive and non-responsible.

All Proposals shall be evaluated for responsiveness to the requirements of the RFP and to the responsibility of the Proposer. A Proposal shall be considered responsive if it complies in all materials respects to the requirements of the RFP documents.

Responsibility is defined as the apparent ability of the Proposer to meet and successfully complete the requirement of the Contract. Responsibility includes consideration of a Proposer's trustworthiness, the quality of past performance, financial ability, and fitness and capacity to do the proposed work in a satisfactory manner. Proposer may be required to present further evidence that it has successfully performed similar work of comparable magnitude or provide other proof satisfactory to the District that it is competent to successfully perform the work.

In addition, the District reserves the right to request payment and performance bonds as required.

## IP-12 DEBRIEFINGS

Debriefing requests must be received by the District within ten (10) calendar days after issuance of the Notice of Intent to Award. No debriefing shall take place until after Contract execution. Requests for debriefings must be submitted in writing and shall be confined to a discussion of the Proposer's Proposal and its advantages and disadvantages in relation to the requirements of the RFP. The debriefing shall not include point-by-point comparisons of the debriefed Proposer's Proposal with those of other Proposers. Moreover, the debriefing shall not reveal any information prohibited from disclosure.

## IP-13 PUBLIC RECORDS ACT

Responses to this RFP shall be subject to the provisions of the California Public Records Act.

Those elements in each Proposal which are trade secrets as that term is defined in Civil Code section 3426.1(d) or otherwise exempt by law from disclosure and which are prominently marked as "TRADE SECRET", "CONFIDENTIAL", or "PROPRIETARY" may not be subject to disclosure. However, it is incumbent on the Proposer to assert any rights to confidentiality and to seek and obtain a court order prohibiting the release of such information. Under no circumstances, will the District be responsible or liable to the Proposer or any other party for the disclosure of any such labeled information,

whether the disclosure is required by law or a court order or occurs through inadvertence, mistake, or negligence on the part of the District or its officers, employees, and/or Contractors.

The Proposer, at its sole expense and risk, shall be responsible for prosecuting or defending any action concerning the information contained in the RFP and shall hold the District harmless from all costs and expenses, including attorneys' fees, in connection with such action.

## IP-14 DISTRICT RIGHTS

The District may investigate the qualifications of any Proposer under consideration, require confirmation of information furnished by a Proposer, and require additional evidence of qualifications to perform the Services described in this RFP. The District reserves the right to:

1. Reject any or all of the Proposals;
2. Issue subsequent RFP;
3. Cancel the entire RFP;
4. Remedy errors in the RFP;
5. Reduce the scope of work for a reasonable amount if in the best interest and at the sole discretion of the District;
6. Appoint evaluation committees to review Proposals;
7. Seek the assistance of outside technical experts to review Proposals;
8. Approve or disapprove the use of particular subcontractors and suppliers;
9. Establish a short list of Proposers eligible for discussions/clarifications after review of written Proposals;
10. Negotiate with any, all, or none of the Proposers;
11. Solicit best and final offers (BAFO) from all or some of the Proposers;
12. Award a contract to one or more Proposers;
13. Accept other than the lowest priced Proposal;
14. Waive informalities and irregularities in Proposals;
15. Award a Contract without discussions or negotiations;
16. Disqualify the Proposal(s) upon evidence of collusion with intent to defraud or other illegal practices on the part of the Proposer(s);

This RFP does not commit the District to enter into a Contract nor does it obligate the District to pay for any costs incurred in the preparation and submission of Proposals or in anticipation of a Contract.

## IP-15 DISTRICT OWNERSHIP OF PRODUCTS

Excluding licensed software and other mutually agreed upon products, all deliverables and products developed and delivered in association with any contract awarded as a result of this RFP shall be the property of and belong solely to the District.

## IP-16 COMMUNICATIONS WITH THE DISTRICT

All communications shall be in writing. All communications regarding this RFP between potential Proposers and the staff of the District and consultants engaged by the District shall be addressed only to the Contract Analyst identified in the Request for Proposal Letter, except communications with the District Ethics Office or with the District Division of Risk Management and Insurance Services.

At no time prior to the District's Notice of Award shall Proposer(s) contact other District officials or personnel regarding this RFP or any contract(s) to be awarded in response hereto. To do so may subject the Proposer to disqualification.

## IP-17 DISQUALIFICATION OF PROPOSERS

Contractors, Subcontractors or Suppliers that do not comply with all requirements associated with the RFP Documents may be found non-responsive.

Any person, firm, corporation, Joint Venture/partnership, or other interested party that has been compensated by the District or a Contractor engaged by the District for assistance in preparing the RFP Documents and/or estimate shall be considered to have gained an unfair competitive advantage in proposing and shall be precluded (unless the District obtains a waiver) from submitting a Proposal in response to this RFP.

After the RFP is issued, any person, firm, corporation, Joint Venture/partnership, or other interested party that has discussions regarding this RFP with anyone other than the Contract Analysts may be considered to have gained an unfair competitive advantage. They may be disqualified from this RFP process, except for communications with the District as stated above in instructions entitled, COMMUNICATIONS WITH THE District. Potential Proposers shall adhere to current District policy governing the conduct of all Contractors of the District. Current District Contractor's Code of Conduct policy can be found at the DISTRICT'S website: http://ethics.lausd.net.

## IP-18 EXECUTION OF CONTRACT

The Proposer to whom an award is made shall execute the Contract within seven (7) calendar days after being given a Notice of Intent to Award unless waived by the District. Under no circumstances shall work begin prior to contract execution. The District may require appropriate evidence that the persons executing the Contract for the Proposer are duly empowered.

## 1P-19 FINGERPRINTING

If the nature of the work is such that the Proposer and its staff will have contact with children on the District's school sites, you will be required to comply with the fingerprinting requirement in accordance with California Education Code 45125.1 and the LAUSD contract "Fingerprinting" provisions, regardless of your occupation. In addition, to the extent known at the time of the Proposal submittal, you shall **provide a list** of names of your staff that may have contact with pupils as part of your Proposal. Additional information on District fingerprinting/ background checks requirements may be obtained from the District's ORMIS department at (213) 241-3139

## IP-20 FILING OF PROTESTS FOR NEGOTIATED PROCUREMENTS

All DISTRICT procurements shall be conducted in a manner which assures that all prospective contractors are afforded fair and equal consideration in the selection of the successful contractor and award of DISTRICT contracts in order to preserve and protect the integrity of the procurement process. To that end, any interested party shall have the right to have its complaint considered and resolved administratively by the DISTRICT in an economical and expeditious manner. "Interested party," as used herein, means an actual or prospective offeror whose direct economic interest would be affected by the award of a contract or by the failure to award a contract.

All protests shall be filed, handled, and resolved in a manner consistent with the District's protest procedures. The District will respond to each substantive issue raised in the protest. Protests relating to the content of this Request for Proposal (RFP) document must be filed within ten (10) calendar days after the date included in the RFP document.

Protests relating to a recommendation for contract award solicited by this RFP must be filed by an "interested party" and authorized executive with the authority to bind the company, within five (5) business days after release to proposing firms of the recommendation of Notice of Intent to Award letter. The five day's protest period starts with the date indicated on the Notice of Intent to Award letter.

All protests shall be filed in writing with the Chief Procurement Officer, or designee, Los Angeles Unified School District, 333 South Beaudry Avenue, 28th Floor, Los Angeles CA 90017. **No other location shall be acceptable.** The protest shall, at a minimum, contain the following:

- The name and address of the interested party and its relationship to the procurement,
- Identification of the proposed procurement or contract;
- Substantive description of the nature of the protest;
- All documentation supporting the allegations of the protest; and
- Statement of the specific relief requested.
- Identification of the provision(s) of the solicitation, regulations, or laws upon which the protest is based.
- Signature of an authorized executive with the authority to bind the company.

The Chief Procurement Officer, or designee shall make a determination on the protest normally within (10) working days from receipt of protest. The Chief Procurement Officer, or designee has the authority to make a final determination and the decision shall constitute the District's final administrative remedy.

## IP-21 SMALL BUSINESS ENTERPRISE (SBE) UTILIZATION PROGRAM

Firms submitting Proposals for this RFP shall be responsible for the submission of plans to utilize SBE firms as part of their Proposal response per the 25% SBE goal established by the Board.

SBE credit may be gained from the utilization of SBE firms in either prime or subcontracting capacities.

Responding firms will detail, per SBE Utilization Reports, the percentage or amount of any Proposal amount to be assigned to SBE firms.

For further details, please see the Small Business Enterprise (SBE) Utilization Program description and report contained in this RFP.

## IP-22 LAUSD'S ETHICS STANDARDS

LAUSD's Contractor's Code of Conduct, included as Attachment C, was adopted to enhance public trust and confidence in the integrity of LAUSD's decision-making process, and sets forth the ethical standards and requirements that all Contractors and their Representatives are expected to adhere to in their dealings with or on behalf of LAUSD.

Contractors are responsible for ensuring that all their Representatives understand and comply with the duties and requirements outlined in the Code and to ensure that their behavior, decisions, and actions demonstrate the letter and spirit of this Code. Contractors are encouraged to use training resources made available by LAUSD's Ethics Office and are expected to proactively manage any potential ethics concerns that may arise in the course of doing business with LAUSD.

## IP-23 MANDATORY LOBBYING DISCLOSURE

To promote transparency and maintain a fair and open playing field, the Los Angeles Unified School District Board of Education enacted an updated Lobbying Disclosure Code in 2006. The Code applies to vendors, contractors, consultants, and other outside organizations that seek to influence LAUSD decisions. If you or your organization is seeking to influence a purchasing, policy, site selection or any other LAUSD decision – you may be required to register under the Lobbying Disclosure Code.

Please note that lobbying activities are defined broadly and include sales and marketing efforts directed towards LAUSD employees. To learn about the specific criteria that trigger the need for organizations and individuals to register, visit the Ethics Office website at: www.lausd.net/ethics (click on "Lobbying Disclosure") or call the Ethics Office at: 213-241-3330 before your organization begins any efforts to promote products or services at LAUSD.

**END OF INSTRUCTIONS TO PROPOSERS**

## SECTION II -

## SUBMITTAL FORMS

### GENERAL INSTRUCTIONS

Proposals should adhere to the following requirements for completing the Submittal Forms:

- Submittal Forms are to be completed in accordance with the directions thereon and the Instructions to Proposers.
- All required explanatory narratives and supplementary data are to be included with the Submittal Forms as indicated.
- Identify the Proposer where indicated on each Submittal Form.
- Unless otherwise specified, Submittal Forms requiring signature(s) must be executed by the person who signs the Proposal Letter.
- Use of black ink and/or electronic entries is preferred on the Submittal Forms and all additionally requested information.

Failure to comply with any of the above requirements may render the Proposal non-responsive.

## Product Schedule

Provide pricing for those items listed below that Proposer will be willing and able to supply to the District immediately upon execution of a Strategically-Sourced Perishable Foods contract throughout the first Contract Year. Add any additional items that satisfy the District's nutritional requirements and that the proposing firm would be willing and able to supply the District in the first Contract Year. Add additional rows and sheets as necessary.

Note that, for all items listed in the Products Schedules below, the District will consider pack sizes other than those specified. Please add the information regarding your alternate pack-size options in the "Additional Products Offered" sections of the applicable Products Schedule AND reference the item number in the comment field. Also, actual usage (and so, orders), may vary considerably from the Estimated Annual Usage information provided below. However, the Estimated Annual Usage information provided reflects the District's best estimate of its likely need based on historical usage.

***SEE ATTACHMENT "A"- PRODUCTS SCHEDULE AND THE SEPARATE EXCEL FILE***

**LOS ANGELES UNIFIED SCHOOL DISTRICT**

## Product Formulation Statement

**An original copy of this form must be completed by the manufacturer or authorized office of the manufacturer. Please complete all seven sections and provide accurate information as it will be used in CRE audits.**

### *SECTION 1*

Vendor Name: _____ Vendor Stock Item #:_____

Product Name: _____ Product Code #: _____

Manufacturer Name: _____ Product Brand: _____

Unit Weight/Serving Size: _____ Count per Case: _____Case Net Weight: _____

Product Shelf Life: Frozen: ____ months; Thawed: ____ days; Refrigerated: ____ days; Shelf-Stable: ____ months

### *SECTION 2*

Does this product carry a Child Nutrition (CN) Label? __Yes __ No.

If "Yes", please provide a copy of CN label.

### *SECTION 3*

Please attach a Copy of the Product Label which includes the Product Name, Ingredient Statement, Nutrition Facts, Net Weight, Manufacturer/Distributor Name and Address, and, for meat/poultry products, an inspection legend.

### *SECTION 4*

| **Does this product contain any of the following?** | **Yes** | **No** |
|---|---|---|
| Artificial Colors (All) | ___ | ___ |
| Artificial Flavors (All, including MSG) | ___ | ___ |
| Artificial Preservatives (Nitrates, Nitrites, Sulfites) | ___ | ___ |
| Artificial Sweeteners (All) | ___ | ___ |
| High Fructose Corn Syrup (HFCS) | ___ | ___ |
| More than 4 grams Added Sugars per four (4) ounce serving of Yogurt | ___ | ___ |
| More than 4 grams Added Sugars per one (1) ounce of Cereal | ___ | ___ |
| Partially Hydrogenated Oils | ___ | ___ |
| Solid Fats (Other animal fats; tropical oils) | ___ | ___ |
| Synthetic Sources of Trans Fat | ___ | ___ |

## *SECTION 5*

**Allergen Information:** **Does this product contain any of the following ingredients (potential allergens)? Check Yes or No, and fill in Specify Type(s) where applicable.**

| Allergen | Yes | No | Specify Type(s) |
|---|---|---|---|
| Citrus | ___ | ___ | |
| Eggs/Egg Products | ___ | ___ | |
| Fish | ___ | ___ | |
| Milk/Milk Products | ___ | ___ | |
| Modified Food Starch | ___ | ___ | _____ |
| Peanuts | ___ | ___ | |
| Shellfish | ___ | ___ | |
| Soy | ___ | ___ | |
| Tree Nuts | ___ | ___ | _____ |
| Wheat | ___ | ___ | |

****PLEASE NOTE: IF YOUR PRODUCT CARRIES A CN LABEL YOU MAY OMIT SECTION 6 AND SIGN SECTION 7 AND YOUR PFS IS COMPLETE.**

## *SECTION 6*

Please fill out the following applicable Product Formulation Statement (PFS) Attachments:

- **PFS for Documenting Meat/Meat Alternate & Alternate Protein Product (APP) (pg. 41)**
- **Example of APP Documentation- Soy Company X (pg. 42)**
- **Example M/MA and APP Calculations (pg. 43)**
- **PFS for Documenting Vegetables/Fruits, (pg. 44-45)**
- **Formulation Statement for Documenting Grains in School Meals (pg. 46-47)**

## *SECTION 7*

_____ _____

Signature Title

_____ _____

Printed Name Date

# Product Formulation Statement for Meat/Meat Alternate (M/MA) & Alternate Protein Product (APP)

**I. Meat/Meat Alternate**

Please fill out the chart below to determine the creditable amount of Meat/Meat Alternate

| Description of Creditable Ingredients per Food Buying Guide (FBG) | Ounces per Raw Portion of Creditable Ingredient | Multiply | FBG Yield ÷ Servings Per Unit | Creditable Amount * |
|---|---|---|---|---|
| | | X | | |
| | | X | | |
| | | X | | |
| **A. Total Creditable M/MA Amount[1]** | | | | |

*Creditable Amount - Multiply ounces per raw portion of creditable ingredient by the FBG Yield Information.

**II. Alternate Protein Product (APP)**

If the product contains APP, please fill out the chart below to determine the creditable amount of APP. If APP is used, you must provide documentation as described on page 4 for each APP used.

| Description of APP, manufacture's name, and code number | Ounces Dry APP Per Portion | Multiply | % of Protein As-Is* | Divide by 18** | Creditable Amount APP*** |
|---|---|---|---|---|---|
| | | X | | ÷ by 18 | |
| | | X | | ÷ by 18 | |
| | | X | | ÷ by 18 | |
| **B. Total Creditable APP Amount[1]** | | | | | |
| **C. TOTAL CREDITABLE AMOUNT (A + B rounded down to nearest ¼ oz)** | | | | | |

*Percent of Protein As-Is is provided on the attached APP documentation.
**18 is the percent of protein when fully hydrated.
***Creditable amount of APP equals ounces of Dry APP multiplied by the percent of protein as-is divided by 18.
[1]Total Creditable Amount must be rounded **down** to the nearest 0.25oz (1.49 would round down to 1.25 oz meat equivalent). Do **not** round up. If you are crediting M/MA and APP, you do not need to round down in box A (Total Creditable M/MA Amount) until after you have added the Total Creditable APP Amount from box B to box C.

Total weight (per portion) of product as purchased _____

Total creditable amount of product (per portion) _____
(Reminder: Total creditable amount cannot count for more than the total weight of product.)

I certify that the above information is true and correct and that a _____ ounce serving of the above product (ready for serving) contains _____ ounces of equivalent meat/meat alternate when prepared according to directions.

I further certify that any APP used in the product conforms to the Food and Nutrition Service Regulations (7 CFR Parts 210, 220, 225, 226, Appendix A) as demonstrated by the attached supplier documentation.

_____ _____
Signature Title

_____ _____ _____
Printed Name Date Phone Number

# Soy Company X

**Soy Protein Concentrate**

**Product Y**

Documentation for Company X Product(s) Used as Alternate Protein Products (APP) for Child Nutrition Programs

a) Company X certifies that Product Y meets all requirements for APP intended for use in foods manufactured for Child Nutrition Programs as described in Appendix A of 7 CFR 210, 220, 225, and 226.

b) Company X certifies that Product Y has been processed so that some portion of the non-protein constituents have been removed by fractionating. This product is produced from soybeans by removing the majority of the soybean oil and some of the other non-protein constituents.

c) The Protein Digestibility Corrected Amino Acid Score (PDCAAS) for Product Y is 0.99. It was calculated by multiplying the lowest uncorrected amino acid score by true protein digestibility as described in the Protein Quality
Evaluation Report from the Joint Expert Consultation of the Food and Agriculture Organization/World Health Organization of the United Nations, presented December 4-8, 1989, in Rome, Italy. The PDCAAS is required to be greater than 0.8 (80% of casein).

d) The protein level of product Y is at least 18% by weight when fully hydrated at a ratio of 2.43 parts water to one part product.

e) The protein level of Product Y is certified to be at least 61.8% on an "as-is" basis for the as-purchased product. (*Note: Protein is often provided on a moisture free basis (mfb) which is not the information FNS requires.*)

All of the above information is required for APP and must be presented for approval.

***Note:*** *It is also helpful to have the ingredient statement for product Y. For example, if the product is uncolored and unflavored the ingredient statement might be "soy protein concentrate" or if the product is colored and textured the ingredient statement might be "textured vegetable protein (soy flour, caramel color)"*

1-15-15 Pg. 4

## I. EXAMPLE M/MA and APP Calculations

| Description of Creditable Ingredients per Food Buying Guide | Ounces per Raw Portion of Creditable Ingredient | Multiply | FBG Yield ÷ Servings Per Unit | Creditable Amount* |
|---|---|---|---|---|
| Beans, black (turtle), dry, canned, whole | 1.0 oz | X | 27.8/110 | 0.252 |
| Beans, black (turtle), dry, canned, whole, drained (Column 6 conversion) | 1.0 oz | X | 27.8/62.0 | 0.44 |
| Beans, kidney, dry, whole | 1.0 oz | X | 24.8/16 | 1.55 |
| Beef Ground (not more than 18% fat) raw | 1.0 oz | X | 0.74 | 0.74 |
| Beef Brisket, without bone, practically free of fat, raw | 1.0 oz | X | 0.69 | 0.69 |
| Cheese, Mozzarella | 1.0 oz | X | 16/16 | 1.0 |
| Cheese, Cottage | 1.0 oz | X | 8/16 | 0.5 |
| Chicken, boneless, fresh | 1.0 oz | X | 0.70 | 0.7 |
| Chicken, drumstick with bone, fresh | 2.0 oz | X | 0.49 | 0.98 |
| Egg, frozen whole, pasteurized, liquid | 1.0 oz | X | 18/16 | 1.125 |
| Egg, whole, dried | 0.25 oz | X | 64/16 | 1.0 |
| Fish fillet, fresh | 1.0 oz | X | 0.70 | 0.7 |
| Ham water added | 1.0 oz | X | 0.82 | 0.82 |
| Nuts, almonds | 1.0 oz | X | 16/16 | 1.0 |
| Peanut butter | 1.0 oz | X | 14.4/16 | 0.9 |
| Pork Ground (not more than 30% fat) | 1.0 oz | X | 0.70 | 0.7 |
| Tuna, chunk style, water packed | 1.0 oz | X | 51.2/66.5 | 0.769 |
| Tuna, chunk style, drained (Column 6 conversion) | 1.0 oz | X | 51.2/51.2 | 1.0 |
| Turkey, cooked, diced, light and dark meat in natural proportions (no skin, wing meat, neck meat, giblets, or kidneys) | 1.0 oz | X | 16/16 | 1.0 |
| Turkey ham, fully cooked | 1.0 oz | X | 0.70 | 0.7 |
| Turkey ham, 15% water added | 1.0 oz | X | 0.59 | 0.59 |
| Yogurt, plain | 1.0 oz | X | 8/32 | 0.25 |

### II. Alternate Protein Product (APP)

Products containing APP must also provide the documentation described in above statement.

| Description of APP, manufacture's name, and code number | Ounces Dry APP Per Portion | Multiply | % of Protein As-Is | Divide by 18 | Creditable Amount APP |
|---|---|---|---|---|---|
| Soy flour, ABComp 1234 | 0.25 oz | X | 52.0* | ÷ by 18 | 0.72 |
| Soy protein concentrate, ABComp 45 | 0.25 oz | X | 64.8* | ÷ by 18 | 0.9 |
| Soy protein isolate, XYComp 333 | 0.25 oz | X | 85.0* | ÷ by 18 | 1.18 |
| Whey protein concentrate, Dairy 3 | 0.25 oz | X | 45.0* | ÷ by 18 | 0.625 |
| Nonfat dry milk, Dairy 789 | 0.25 oz | X | 21.0* | ÷ by 18 | 0.29 |

**Reminders:**

2. The Meat/Meat Alternate credit cannot exceed the total portion weight, and
3. The entrée item/main dish must have a visible M/MA such as beef, poultry, eggs, cheese, or beans. The only exception to this visible meat/meat alternate rule is in meat analogues or meat replacements such as veggie burgers, where the actual replacement main dish is the visible meat alternate.

## Product Formulation Statement (PFS) for Documenting Vegetables

**I. Vegetable Component**

Please fill out the chart below to determine the creditable amount of vegetables.
Each serving of the _____ounce (s) provides the following:

| Description of Creditable Ingredient per Food Buying Guide (FBG) | Vegetable Subgroup | Ounces per Raw Portion of Creditable Ingredient | Multiply | Servings per Purchase Unit, EP ÷ Purchase Unit (FBG) | Creditable Amount[1] (quarter cups) |
|---|---|---|---|---|---|
| | | | X | | |
| | | | X | | |
| | | | X | | |
| **Total Creditable Vegetable Amount:** | | | | | |

- [1]FBG calculations for vegetables are in quarter cups. See chart on following page for quarter cup to cup conversions.
- Vegetables and vegetable purees credit on volume served.
- At least ⅛ cup of recognizable vegetable is required to contribute towards the vegetable component or a specific vegetable subgroup.
- The other vegetable subgroup may be met with any additional amounts from the dark green, red/orange, and beans/peas (legumes) vegetable subgroups.
- School food authorities may offer any vegetable subgroup to meet the total weekly requirement for the additional vegetable subgroup.
- Please note that raw leafy green vegetables credit as half the volume served in school meals (For example: 1 cup raw spinach credits as ½ cup dark green vegetable. Legumes may credit towards the vegetable component or the meat alternate component, but not as both in the same meal. The school menu planner will decide how to incorporate legumes into the school meal. However, a manufacturer should provide documentation to show how legumes contribute towards the vegetable component and the meat alternate component. See chart on the following page for conversion factors
- The PFS for meat/meat alternate may be used to document how legumes contribute towards the meat alternate component.

| | |
|---|---|
| **Total Cups Beans/Peas (Legumes)** | |
| **Total Cups Dark Green** | |
| **Total Cups Red/Orange** | |
| **Total Cups Starchy** | |
| **Total Cups Other** | |

I certify the above information is true and correct and that _____ ounce(s) serving of the above product contains _____ cup(s) of _____ vegetables.

(veg, subgroup)

_____ _____
Signature Title

_____ _____ _____
Printed Name Date Phone Number

# Product Formulation Statement (PFS) for Documenting Fruits

**II. Fruit Component**

Please fill out the chart below to determine the creditable amount of fruits.
Each serving of the _____ounce (s) provides the following:

| Description of Creditable Ingredient per Food Buying Guide (FBG) | Ounces per Raw Portion of Creditable Ingredient | Multiply | Servings per Purchase Unit, EP ÷ Purchase Unit (FBG) | Creditable Amount[1] (quarter cups) |
|---|---|---|---|---|
| | | X | | |
| | | X | | |
| | | X | | |
| **Total Creditable Fruit Amount:** | | | | |

- [1]FBG calculations for fruits are in quarter cups. See chart below for quarter cup to cup conversions.
- Fruits and fruit purees credit on volume served.
- At least ⅛ cup of recognizable fruit is required to contribute towards the fruit component.
- Please note that dried fruits credit as double the volume served in school meals (For example, ½ cup raisins credits as 1 cup fruit).

**Quarter Cup to Cup Conversions***

0.5 Quarter Cup vegetable = ⅛ Cup vegetable or 0.5 ounce of equivalent meat alternate

1.0 Quarter Cup vegetable = ¼ Cup vegetable or 1.0 ounce of equivalent meat alternate

1.5 Quarter Cups vegetable = ⅜ Cup vegetable or 1.5 ounces of equivalent meat alternate

2.0 Quarter Cups vegetable = ½ Cup vegetable or 2.0 ounces of equivalent meat alternate

2.5 Quarter Cups vegetable = ⅝ Cup vegetable or 2.5 ounces of equivalent meat alternate

3.0 Quarter Cups vegetable = ¾ Cup vegetable or 3.0 ounces of equivalent meat alternate

3.5 Quarter Cups vegetable = ⅞ Cup vegetable or 3.5 ounces of equivalent meat alternate

4.0 Quarter Cups vegetable = 1 Cup vegetable or 4.0 ounces of equivalent meat alternate

*The result of 0.9999 equals ⅛ cup but a result of 1.0 equals ¼ cup

_____ _____
Signature Title

_____ _____ _____
Printed Name Date Phone Number

# Formulation Statement for Documenting Grains in School Meals

***Crediting Standards Based on Grams of Creditable Grains***

School Food Authorities (SFA's) should include a copy of the label from the purchased product package in addition to the following information on letterhead signed by an official company representative. SFA's have the option to choose the crediting method that best fits the specific needs of the menu planner.

Product Name: _____ Code No: _____

Manufacturer: _____ Serving Size: _____

(Raw dough weight may be used to calculate creditable grain amount)

**I. Does the product meet the Whole Grain-Rich Criteria:** Yes_____ No_____
(*Refer to SP 30-2012 Grain Requirements for the National School Lunch Program and School Breakfast Program.*)

**II. Does the product contain non- creditable grains:** Yes_____ No_____ **How many grams:_____**
(*Products with more than 0.24 oz equivalent or 3.99 grams for Groups A-G or 6.99 grams for Group H of non-creditable grains may not credit towards the grain requirements for school meals.)*

**III. Use Policy Memorandum SP 30-2012 Grain Requirements for the National School Lunch Program and School Breakfast Program: Exhibit A to determine if the product fits into Groups A-G (baked goods), Group H or Group I. (cereal grains) , or Group I (RTE breakfast cereals).** *(Different methodologies are applied to calculate servings of grain component based on creditable grains. Groups A-G use the standard of 16 grams creditable grain per oz eq; Group H uses the standard of 28 grams creditable grain per oz eq; and Group I is reported by volume or weight.)*
**Indicate to which Exhibit A Group (A-I) the Product Belongs:_____**

| **Description of Creditable Grain Ingredient*** | **Grams of Creditable Grain Ingredient per Portion[1]** **A** | **Gram Standard of Creditable Grain per oz equivalent** ***(16g or 28g)[2]*** **B** | **Creditable Amount** **A ÷ B** |
|---|---|---|---|
| | | | |
| | | | |
| | | | |
| | | | |
| **Total Creditable Amount[3]** | | | |

*Creditable grains are whole-grain meal/flour and enriched meal/flour.
[1] (Serving size) **X** (% of creditable grain in formula). Please be aware serving size other than grams must be converted to grams.
[2] Standard grams of creditable grains from the corresponding Group in Exhibit A.
[3] Total Creditable Amount must be rounded ***down*** to the nearest quarter (0.25) oz eq. Do ***not*** round up.

Total weight (per portion) of product as purchased _____
Total contribution of product (per portion) _____ oz equivalent

I certify that that the above information is true and correct and that a _____ ounce portion of this product (ready for Serving) provides _____ oz equivalent Grains. I further certify that non-creditable grains **are not** above 0.24 oz eq. per portion. Products with more than 0.24 oz equivalent or 3.99 grams for Groups A-G or 6.99 grams for Group H of non-creditable grains may not credit towards the grain requirements for school meals.

_____ _____
Signature Title

Printed Name Date Phone Number



# Formulation Statement for Documenting Grains in School Meals Required Beginning SY 2013-2014

***Crediting Standards Based on Revised Exhibit A weights per oz equivalent***

**I. Does the product meet the Whole Grain-Rich Criteria:** Yes_____No_____
(*Refer to SP 30-2012 Grain Requirements for the National School Lunch Program and School Breakfast Program.*)

**II. Does the product contain non- creditable grains:** Yes_____ No_____ **How many grams: _____**
(*Products with more than 0.24oz equivalent or 3.99 grams for Groups A-G and 6.99 grams for Group H of non- creditable grains may not credit towards the grain requirements for school meals.)*

**III. Use Policy Memorandum SP 30-2012 Grain Requirements for the National School Lunch Program and School Breakfast Program: Exhibit A to determine if the product fits into Groups A-G, Group H or Group I.**
(*Please be aware that different methodologies are applied to calculate servings of grain component based on creditable grains. Groups A-G use the standard of 16 grams creditable grain per oz eq; Group H uses the standard of 28 grams creditable grain per oz eq; and Group I is reported by volume or weight.)*
**Indicate which Exhibit A Group (A-I) the Product Belongs: _____**

| **Description of Product per Food Buying Guide** | **Portion Size of Product as Purchased A** | **Weight of one ounce equivalent as listed in SP 30-2012 B** | **Creditable Amount A ÷** |
|---|---|---|---|
| | | | |
| | | | |
| **Total Creditable Amount[1]** | | | |

[1] Total Creditable Amount must be rounded **down** to the nearest quarter (0.25) oz eq. Do **not** round up.

Total weight (per portion) of product as purchased _____

Total contribution of product (per portion)_____oz equivalent

Signature Title

Printed Name Date Phone Number

LOS ANGELES UNIFIED SCHOOL DISTRICT

RFP NO.: 2000000965
STRATEGICALLY-SOURCED PERISHABLE FOODS

**Proposal Letter/Certificate of Acceptance**

PROPOSER _____
D-U-N-S Number _____

In response to the Request for Proposal (RFP) No. 2000000965 (Strategically-Sourced Perishable Foods), we the undersigned hereby declare that we have carefully read and examined the RFP documents, acknowledge receipt of Addendum No(s). _____, and hereby propose to perform the Statement of Work outlined in the RFP.

Any contract that results from the RFP is non-exclusive unless otherwise there indicated. The District expressly reserves the right to contract for performance of services such as those described herein through other contractors.

The undersigned agrees to supply the Statement of Work at the costs indicated in its cost Proposal if its Proposal is accepted within **150** days from the date specified in the RFP for receipt of Proposals.

The undersigned has reviewed the lobbyist registration program (Ethics Form Section "E").

The undersigned has reviewed the enclosed contract terms and conditions and agrees to accept all terms and conditions of the DISTRICT'S contract unless otherwise noted in the proposal response. If recommended for Contract award, the undersigned agrees to execute a Contract that will be prepared by the DISTRICT for execution, within **5** calendar days following Notification of Award. The DISTRICT will fully execute the contract subject to resolution of Protest filings, if any, and approval by the Board of Education, if required.

Proposer represents that the following person is authorized to negotiate on its behalf with the DISTRICT in connection with this RFP:

_____
(Name) (Title) (Phone)
Email Address: _____

The undersigned certifies that it has examined and is fully familiar with all of the provisions of the RFP Documents and Addenda. The undersigned hereby agrees that the DISTRICT will not be responsible for any errors or omissions in these RFP Documents and Addenda.
BY:

| | |
|---|---|
| _____ | _____ |
| (Signature) | (Email) |
| _____ | _____ |
| (Type or Print Name) | (Phone) |
| _____ | _____ |
| (Title) | (Fax) |
| _____ | _____ |
| (Address) | |

| NAME OF ORGANIZATION: | LAUSD VENDOR ID#: | LAUSD VENDOR SINCE: |
|---|---|---|
| | | |

## LOS ANGELES UNIFIED SCHOOL DISTRICT

### District Ethics Certification
### (Compliance with LAUSD Ethics and Integrity Standards)

Every Contractor and its Representatives must abide by LAUSD's Contractor Code of Conduct. A "Contractor" is any individual, organization, corporation, sole proprietorship, partnership, nonprofit, joint venture, association, or any combination thereof that is pursuing or conducting business with and/or on behalf of LAUSD, including, without limitation, consultants, suppliers, manufacturers, and any other vendors, bidders or proposers. A Contractor's "Representative" is broadly defined to include any subcontractor, employee, agent, or any other entity acting on a Contractor's behalf.

If a Contractor or its Representative is not knowledgeable about the necessary ethical requirements for establishing a business relationship with LAUSD, he or she shall visit the LAUSD Ethics Office website at: www.lausd.net/ethics, or refer any questions to the designated contracting official. Failure to meet LAUSD's ethics standards and requirements could result in sanctions including, but not limited to, voidance of any current or future contracts. LAUSD reserves the right to disqualify any bid or proposal as non-responsive, if this certification is not submitted in whole by the deadline required.

### 1. ETHICS AGREEMENT

I, THE UNDERSIGNED AFFIRM, UNDER PENALTY OF PERJURY BY THE LAWS OF THE STATE OF CALIFORNIA, THAT I AM AUTHORIZED, AS THE SENIOR EXECUTIVE RESPONSIBLE FOR MY ORGANIZATION'S ETHICAL CONDUCT, TO EXECUTE THIS CERTIFICATION ON BEHALF OF MY ORGANIZATION AND OUR REPRESENTATIVES* AND TO ENSURE THAT EACH AND EVERY REPRESENTATIVE ABIDES BY LAUSD'S ETHICS AND INTEGRITY STANDARDS IN ACCORDANCE WITH LAUSD'S CONTRACTOR CODE OF CONDUCT WHICH I HAVE REVIEWED IN FULL. I DECLARE THAT ALL REPRESENTATIONS MADE IN THIS CERTIFICATION ARE TRUE, CORRECT AND IN GOOD FAITH, AND I COMMIT TO PROVIDING AN UPDATED FORM WITHIN 10 BUSINESS DAYS WHENEVER THERE IS A MATERIAL CHANGE TO THE INFORMATION I HAVE PROVIDED DURING THE TERM OF OUR CONTRACT WITH LAUSD.

** You will need to attach a list of all known representatives who will conduct LAUSD work on your behalf (see Section 7).*

| SENIOR EXECUTIVE RESPONSIBLE FOR YOUR ORGANIZATION'S ETHICS AND INTEGRITY: | | | | | |
|---|---|---|---|---|---|
| | | | | | |
| NAME OF RESPONSIBLE SENIOR OFFICER | | POSITION TITLE | | | PHONE NUMBER |
| | | | | | |
| SIGNATURE OF RESPONSIBLE SENIOR OFFICER | | DATE | | E-MAIL ADDRESS | |

## 2. ETHICAL MANAGEMENT (*PLEASE COMPLETE EACH LINE BELOW*):

| | | | |
|---|---|---|---|
| A. | MY ORGANIZATION TAKES RESPONSIBILITY FOR ENSURING THAT EACH OF OUR REPRESENTATIVES, REGARDLESS OF POSITION, UNDERSTANDS AND COMPLIES WITH THE DUTIES AND REQUIREMENTS OUTLINED IN LAUSD'S CONTRACTOR CODE OF CONDUCT AND FOR ENSURING THAT WE ADHERE TO THE HIGHEST STANDARDS OF HONESTY AND INTEGRITY IN ALL OUR DEALINGS WITH AND/OR ON BEHALF OF LAUSD. | ❒ **Yes** | ❒ **No** |
| B. | MY ORGANIZATION HAS AN EFFECTIVE MANAGEMENT PROCESS IN PLACE TO ENSURE THAT THE BEHAVIOR, DECISIONS, AND ACTIONS OF OUR REPRESENTATIVES DEMONSTRATE THE LETTER AND SPIRIT OF LAUSD'S ETHICS AND INTEGRITY STANDARDS IN ALL PHASES OF ANY RELATIONSHIP WITH LAUSD. | ❒ **Yes** | ❒ **No** |
| C. | DESCRIBE BRIEFLY THE SCOPE OF YOUR ORGANIZATION'S EFFORTS TO MANAGE FOR AND ASSURE ETHICAL CONDUCT, ATTACH AN ADDITIONAL SHEET OF PAPER IF NECESSARY: | | |
| D. | **BY INITIALING HERE, I CERTIFY THAT MY ORGANIZATION AND OUR REPRESENTATIVES WILL EXERCISE CAUTION AT ALL TIMES TO ENSURE THAT OUR CONDUCT AVOIDS EVEN THE APPEARANCE OF IMPROPRIETY OR MISREPRESENTATION. WE WILL BE PROACTIVE IN ASKING QUESTIONS AND SEEK FORMAL GUIDANCE FROM LAUSD WHENEVER THERE IS A DOUBT ABOUT HOW TO PROCEED IN AN ETHICAL MANNER.** | | |

## 3. CONTRACTOR RESPONSIBILITY (*PLEASE COMPLETE EACH LINE BELOW*):

**For each "No" answer below, attach an additional sheet of paper with the heading "Contractor Responsibility" and provide an explanation that is brief, concise, and to the point which gives: 1) a detailed description of the issue and its cause, 2) the actions taken or being implemented to ensure that the issue will not occur again, 3) the name, position, and contact info for the individual in your organization charged with ensuring the issue will not be repeated, and 4) the impact, if any, the issue will have on the products or services you have proposed to LAUSD for this contract.**

| | | | |
|---|---|---|---|
| A. | MY ORGANIZATION AND OUR REPRESENTATIVES DEMONSTRATE A RECORD OF INTEGRITY AND BUSINESS ETHICS IN ACCORDANCE WITH ALL LOCAL, STATE AND FEDERAL LAWS, ORDINANCES, DIRECTIVES AND REGULATIONS AS WELL AS THE POLICIES AND REQUIREMENTS ESTABLISHED BY LAUSD. | ❒ **Yes** | ❒ **No** |
| B. | MY ORGANIZATION, INCLUDING ANY PRINCIPAL, OWNER, OFFICER, PARTNER, MAJOR STOCKHOLDER, SUBSIDIARY, AND ALL OTHER REPRESENTATIVES ACTING ON OUR BEHALF, HAS NOT BEEN THE SUBJECT OF A CRIMINAL INVESTIGATION, INDICTMENT, CONVICTION, JUDGMENT, INJUNCTION, OR A GRANT OF IMMUNITY, INCLUDING PENDING ACTIONS, FOR BRIBERY, EMBEZZLEMENT, EXTORTION, FALSIFICATION, FORGERY, MAKING FALSE STATEMENTS OR, ANY OTHER BUSINESS OR ETHICS RELATED CONDUCT CONSTITUTING A CRIMINAL OFFENSE UNDER FEDERAL, STATE OR LOCAL LAW WITHIN THE LAST SEVEN (7) YEARS. | ❒ **Yes** | ❒ **No** |
| C. | MY ORGANIZATION, INCLUDING ANY PRINCIPAL, OWNER, OFFICER, PARTNER, MAJOR STOCKHOLDER, SUBSIDIARY, AND ALL OTHER REPRESENTATIVES ACTING ON OUR BEHALF, HAS NOT BEEN THE SUBJECT OF A FEDERAL, STATE, LOCAL GOVERNMENT, OR LAUSD SUSPENSION, DEBARMENT, ADMINISTRATIVE AGREEMENT, DENIAL OF CONTRACT AWARD, DECLARATION OF INELIGIBILITY, OR BID REJECTION, INCLUDING PENDING ACTIONS, FOR NON-RESPONSIBILITY WITHIN THE LAST SEVEN (7) YEARS. | ❒ **Yes** | ❒ **No** |
| D. | MY ORGANIZATION, INCLUDING ANY PRINCIPAL, OWNER, OFFICER, PARTNER, MAJOR STOCKHOLDER, SUBSIDIARY, AND ALL OTHER REPRESENTATIVES ACTING ON OUR BEHALF, HAS NOT BEEN THE SUBJECT OF A FEDERAL, STATE, LOCAL GOVERNMENT, OR LAUSD ADMINISTRATIVE PROCEEDING OR CIVIL ACTION SEEKING SPECIFIC PERFORMANCE, RESTITUTION, CONTRACT SUSPENSION, OR TERMINATION FOR CAUSE, INCLUDING PENDING ACTIONS WITHIN THE LAST SEVEN (7) YEARS. | ❒ **Yes** | ❒ **No** |
| E. | MY ORGANIZATION, INCLUDING ANY SUBSIDIARY OR PREDECESSOR COMPANY OR ENTITY UNDER A DIFFERENT BUSINESS NAME, HAS NOT BEEN THE SUBJECT OF A BANKRUPTCY PROCEEDING, INCLUDING ANY PENDING BANKRUPTCY PROCEEDINGS WITHIN THE PAST SEVEN (7) YEARS. | ❒ **Yes** | ❒ **No** |
| F. | MY ORGANIZATION HAS THE FINANCIAL RESOURCES AND MANAGEMENT CAPACITY NECESSARY TO FULFILL THE REQUIREMENTS OF OUR PROPOSED CONTRACT WITH LAUSD. | ❒ **Yes** | ❒ **No** |
| G. | MY ORGANIZATION, INCLUDING ANY PRINCIPAL, OWNER, OFFICER, PARTNER, MAJOR STOCKHOLDER, SUBSIDIARY, AND ALL OTHER REPRESENTATIVES ACTING ON OUR BEHALF, HAS NOT, TO OUR KNOWLEDGE, BEEN THE SUBJECT OF A POOR PERFORMANCE COMPLAINT, CONFLICT OF INTEREST CONCERN, OR OTHER ETHICS INQUIRY AT LAUSD. | ❒ **Yes** | ❒ **No** |
| H. | **BY INITIALING HERE, I CERTIFY THAT MY ORGANIZATION AND OUR REPRESENTATIVES WILL BE PROACTIVE IN DISCLOSING TO LAUSD ANY ISSUES CONCERNING OUR RESPONSIBILITY, SO THAT THE APPROPRIATE ACTIONS CAN BE TAKEN TO AVOID IMPACT TO THE PRODUCTS OR SERVICES WE WILL DELIVER TO LAUSD.** | | |

## 4. CONTRACTING EXCELLENCE (*PLEASE COMPLETE EACH LINE BELOW*):

| | | | |
|---|---|---|---|
| A. | MY ORGANIZATION AND OUR REPRESENTATIVES WILL MAINTAIN A CONE OF SILENCE AND AVOID ALL PROHIBITED COMMUNICATIONS WITH LAUSD OFFICIALS DURING THE REQUIRED TIMES OF LAUSD'S CONTRACTING PROCESS. WE WILL NOT REQUEST OR ACCEPT – EITHER DIRECTLY OR INDIRECTLY – ANY PROTECTED INFORMATION REGARDING PRESENT OR FUTURE CONTRACTS BEFORE THE INFORMATION IS MADE PUBLICLY AVAILABLE AT THE SAME TIME AND IN THE SAME FORM TO ALL OTHER POTENTIAL BIDDERS. | ❒ **Yes** | ❒ **No** |
| B. | MY ORGANIZATION AND OUR REPRESENTATIVES WILL PROTECT THE CONFIDENTIALITY OF ALL INFORMATION GARNERED THROUGH THE CONTRACTING PROCESS AND OUR WORK WITH LAUSD. WE UNDERSTAND THAT USING SUCH INFORMATION, DIRECTLY OR INDIRECTLY, FOR PERSONAL, FINANCIAL OR OTHER PRIVATE INTERESTS IS STRICTLY PROHIBITED. | ❒ **Yes** | ❒ **No** |
| C. | MY ORGANIZATION, INCLUDING ANY PRINCIPAL, OWNER, OFFICER, PARTNER, MAJOR STOCKHOLDER, SUBSIDIARY, AND ALL OTHER REPRESENTATIVES ACTING ON OUR BEHALF, HAS NOT PARTICIPATED IN ANY ASPECT OF DEVELOPING THE SCOPE OF WORK, SOLICITATION DOCUMENTS, TECHNICAL SPECIFICATIONS, EVALUATION CRITERIA, PROCUREMENT CONSIDERATIONS, OR OTHER CONTRACTUAL INSTRUMENTS FOR THIS CONTRACT. | ❒ **Yes** | ❒ **No** |
| D. | MY ORGANIZATION AND OUR REPRESENTATIVES KNOW OF NO LAUSD OFFICIAL WITH AN ECONOMIC INTEREST IN OUR ORGANIZATION OR OUR REPRESENTATIVES WHO HAS PARTICIPATED IN ANY ASPECT OF THIS CONTRACT. WE KNOW THAT AN ECONOMIC INTEREST EXISTS WHENEVER AN OFFICIAL, HIS OR HER SPOUSE, AND ANY DEPENDENT CHILDREN HAS A DIRECT OR INDIRECT FINANCIAL INTEREST OR LIABILITY IN EXCESS OF $1000 IN AN ENTITY; HAS RECEIVED INCOME WITHIN THE PAST 12 MONTHS FROM THE ENTITY; HAS SERVED AS AN OFFICER, DIRECTOR, COMMITTEE MEMBER OR AN EMPLOYEE OF THE ENTITY (EVEN IN AN UNPAID CAPACITY); OR HAS RECEIVED A GIFT FROM AN ENTITY OVER LAUSD'S GIFT LIMIT. | ❒ **Yes** | ❒ **No** |
| E. | **BY INITIALING HERE, I CERTIFY THAT MY ORGANIZATION AND OUR REPRESENTATIVES WILL ABIDE BY ALL THE INTEGRITY REQUIREMENTS OF LAUSD'S CONTRACTING PROCESS. WE WILL BE CAUTIOUS TO AVOID ANY ACTIONS THAT COULD BE SAID TO INTERFERE WITH AN OPEN AND UNIFORM CONTRACTING PROCESS.** | | |

## 5. CONFLICTS OF INTEREST (*PLEASE COMPLETE EACH LINE BELOW*):

| | | | |
|---|---|---|---|
| A. | MY ORGANIZATION AND OUR REPRESENTATIVES WILL NOT CONDUCT BUSINESS WITH OR ON BEHALF OF LAUSD IN A MANNER THAT WOULD BE REASONABLY KNOWN TO CREATE OR LEAD TO A PERCEPTION OF SELF-DEALING. | ❒ **Yes** | ❒ **No** |
| B. | MY ORGANIZATION AND OUR REPRESENTATIVES WILL NOT CONDUCT BUSINESS WITH ANY LAUSD OFFICIAL* WHO HAS AN ECONOMIC INTEREST IN OUR ORGANIZATION OR OUR REPRESENTATIVES. WE UNDERSTAND THAT DOING SO COULD VIOLATE GOVERNMENT CODE SECTION 1090 AND RESULT IN A VOID CONTRACT IN WHICH WE MAY OWE RESTITUTION TO LAUSD. | ❒ **Yes** | ❒ **No** |
| C. | MY ORGANIZATION AND OUR REPRESENTATIVES WILL NOT MAKE OR PARTICIPATE IN THE MAKING OF LAUSD DECISIONS WHEN OUR PERSONAL FINANCIAL INTERESTS CAN BE AFFECTED. | ❒ **Yes** | ❒ **No** |
| D. | MY ORGANIZATION WILL NOT ALLOW ANY OF OUR REPRESENTATIVES TO CONDUCT BUSINESS DIRECTLY WITH ANY LAUSD OFFICIAL WHO IS A CLOSE RELATIVE OR COHABITANT, OR WITH WHOM THERE IS A CLOSE ECONOMIC ASSOCIATION. WE UNDERSTAND THAT ANY TIME THERE IS A CLOSE FAMILY OR PERSONAL RELATIONSHIP INVOLVED BETWEEN OUR REPRESENTATIVES AND AN LAUSD OFFICIAL WHO IS INVOLVED IN THIS WORK OR WHO HAS OVERSIGHT, WE MUST WORK WITH LAUSD TO IMPLEMENT THE NECESSARY SAFEGUARDS. | ❒ **Yes** | ❒ **No** |
| E. | MY ORGANIZATION AND OUR REPRESENTATIVES WILL NOT CONDUCT WORK ON BEHALF OF ANOTHER CLIENT ON A MATTER THAT WOULD BE REASONABLY SEEN AS IN CONFLICT WITH WORK PERFORMED FOR LAUSD. | ❒ **Yes** | ❒ **No** |
| F. | MY ORGANIZATION AND OUR REPRESENTATIVES WILL NOT BEGIN ANY PROSPECTIVE EMPLOYMENT OR CONSULTING DISCUSSIONS WITH ANY CURRENT LAUSD OFFICIAL WITHOUT IMPLEMENTING THE NECESSARY SAFEGUARDS ESTABLISHED BY STATE LAW AND LAUSD SINCE AN OFFER OF COMPENSATION CAN CREATE A CONFLICT. | ❒ **Yes** | ❒ **No** |
| G. | MY ORGANIZATION AND OUR REPRESENTATIVES WILL NOT GIVE ANY GIFTS OR PERSONAL BENEFITS A) TO ANY LAUSD PROCUREMENT OFFICIAL, B) TO ANY LAUSD OFFICIAL IN EXCESS OF LAUSD'S ESTABLISHED GIFT LIMIT, OR C) TO ANY LAUSD OFFICIAL WITHOUT THE REQUIRED DISCLOSURE, IF DISCLOSURE IS REQUIRED. | ❒ **Yes** | ❒ **No** |
| H. | **BY INITIALING HERE, I CERTIFY THAT MY ORGANIZATION AND OUR REPRESENTATIVES WILL BE PROACTIVE IN DISCLOSING IN WRITING ALL POTENTIAL OR ACTUAL CONFLICTS, ON AN ONGOING BASIS, TO THE LAUSD OFFICIALS DESIGNATED IN THE CODE, SO THAT ANY CONFLICTS CAN BE APPROPRIATELY REMEDIED.** | | |

** Note that an LAUSD official is broadly defined to include "any board member, employee, consultant or advisory member of LAUSD" who is involved in making recommendations or decisions for LAUSD.*

## 6. REVOLVING DOOR RESTRICTIONS (*PLEASE COMPLETE EACH LINE BELOW*):

| **For each "No" answer below, attach an additional sheet of paper with the heading "Revolving Door Restrictions" and provide an explanation that is brief, concise, and to the point which gives: 1) a description of the situation and the full name of the current or former LAUSD official(s) involved, 2) employment dates with LAUSD, 3) LAUSD position title(s) held with department(s) worked, 4) position title(s) held for your organization, 5) a detailed scope of responsibilities and services being performed for your organization, and 6) time period(s) your organization or representatives has compensated the official.** | | | |
|---|---|---|---|
| A. | MY ORGANIZATION AND OUR REPRESENTATIVES WILL NOT COMPENSATE ANY CURRENT LAUSD OFFICIAL TO LOBBY LAUSD, NOR WILL WE COMPENSATE ANY FORMER LAUSD OFFICIAL TO LOBBY LAUSD BEFORE A ONE (1) YEAR PERIOD HAS ELAPSED FROM THAT OFFICIAL'S LAST DATE OF EMPLOYMENT WITH LAUSD. WE UNDERSTAND THAT LOBBYING INCLUDES ANY ACTION TAKEN WITH THE PRINCIPAL PURPOSE OF INFLUENCING A POLICY, PROGRAM, CONTRACT, AWARD OR OTHER LAUSD DECISION-MAKING, INCLUDING MARKETING EFFORTS. | ❒ **Yes** | ❒ **No** |
| B. | MY ORGANIZATION AND OUR REPRESENTATIVES WILL NOT COMPENSATE ANY CURRENT OR FORMER LAUSD OFFICIAL TO WORK ON A MATTER THAT THE OFFICIAL HAS BEEN PERSONALLY AND SUBSTANTIALLY INVOLVED WITH IN THE PRECEDING 12 MONTHS. | ❒ **Yes** | ❒ **No** |
| C. | MY ORGANIZATION AND OUR REPRESENTATIVES WILL NOT COMPENSATE ANY CURRENT OR FORMER LAUSD OFFICIAL TO PERFORM ANY SERVICES ON A CONTRACT THAT THE OFFICIAL HAS SUBSTANTIALLY PARTICIPATED IN WITHIN THE PRECEDING TWO (2) YEARS. | ❒ **Yes** | ❒ **No** |
| D. | MY ORGANIZATION WILL ENSURE THAT ANY REPRESENTATIVE WHO IS CONTRACTED TO ACT IN THE CAPACITY OF AN LAUSD OFFICIAL WILL DISQUALIFY HIMSELF OR HERSELF FROM MAKING ANY GOVERNMENTAL DECISIONS FOR LAUSD RELATING TO A PRIVATE SECTOR INTEREST, INCLUDING MATTERS INVOLVING OUR ORGANIZATION, UNTIL A ONE (1) YEAR PERIOD HAS ELAPSED FROM THE TIME THE INTEREST HAS BEEN DISPOSED OR SEVERED. | ❒ **Yes** | ❒ **No** |
| E. | DESCRIBE BRIEFLY THE INTERNAL SAFEGUARDS YOUR ORGANIZATION HAS PUT IN PLACE TO PRESERVE LAUSD'S COOLING PERIOD RESTRICTIONS: | | |
| F. | **BY INITIALING HERE, I CERTIFY THAT MY ORGANIZATION AND OUR REPRESENTATIVES WILL UPHOLD ALL THE PROVISIONS OF LAUSD'S REVOLVING DOOR COOLING PERIOD RESTRICTIONS. WE RESPECT THE NEED FOR PUBLIC AGENCIES TO ENSURE THAT NO UNFAIR COMPETITIVE ADVANTAGE IS EXTENDED DUE TO THE HIRING OF CURRENT OR FORMER PUBLIC OFFICIALS.** | | |

## 7. DISCLOSURE OBLIGATIONS (*PLEASE COMPLETE EACH LINE BELOW*):

| Disclosure of Your Representatives | | |
|---|---|---|
| **Please attach an additional sheet of paper with the heading "Our Representatives" and provide the following: 1) the full name of all subcontractors, employees, agents and anyone else who will act on your organization's behalf for this LAUSD contract, 2) each individual's position title, and 3) each individual's organizational affiliation.** | | |
| Disclosure Relating to Current & Former LAUSD Officials | | |
| **For each "No" answer below, attach an additional sheet of paper with the heading "Disclosure Obligations – Current & Former LAUSD Officials" and provide the following: 1) the full name of the current or former LAUSD official(s) involved, 2) the official's employment dates with LAUSD, 3) the official's final three-year history of LAUSD position title(s) held with department(s) worked, 4) position title(s) held for your organization, 5) a detailed scope of the responsibilities and services being performed for your organization, and 6) the time period(s) for which your organization or representative has compensated the official.** *Note: Public agencies are exempt from this requirement and may indicate so on their attachment.* | | |
| A. MY ORGANIZATION AND OUR REPRESENTATIVES ARE NOT COMPENSATING ANY CURRENT LAUSD OFFICIALS. WE KNOW THAT AN LAUSD OFFICIAL IS BROADLY DEFINED TO INCLUDE "ANY BOARD MEMBER, EMPLOYEE, CONSULTANT OR ADVISORY MEMBER OF LAUSD" WHO IS INVOLVED IN MAKING RECOMMENDATIONS OR DECISIONS FOR LAUSD. | ❒ **Yes** | ❒ **No** |
| B. MY ORGANIZATION AND OUR REPRESENTATIVES ARE NOT COMPENSATING ANY INDIVIDUALS WHO HAVE BEEN FORMER LAUSD OFFICIALS WITHIN THE LAST THREE (3) YEARS. | ❒ **Yes** | ❒ **No** |
| **For each "No" answer below, attach an additional sheet of paper with the heading "Disclosure Obligations – Other Affiliations" and provide the following: 1) the full name of the LAUSD official(s) involved, 2) the official's current LAUSD position title held and department worked, and 3) the details of the official's relationship or affiliation with your organization or representatives.** | | |
| C. MY ORGANIZATION AND OUR REPRESENTATIVES ARE NOT COMPENSATING THE FAMILY MEMBERS OF ANY LAUSD OFFICIALS WHO ARE INVOLVED WITH THIS CONTRACT OR OUR WORK FOR LAUSD. | ❒ **Yes** | ❒ **No** |
| D. MY ORGANIZATION AND OUR REPRESENTATIVES HAVE NO KNOWLEDGE OF ANY FORMER EMPLOYEES OF OURS WHO ARE PRESENTLY EMPLOYED BY LAUSD. | ❒ **Yes** | ❒ **No** |

| Lobbying Disclosure | | |
|---|---|---|
| E. MY ORGANIZATION AND OUR REPRESENTATIVES WILL NOT ENGAGE IN ANY LAUSD LOBBYING ACTIVITIES WITHOUT THE APPROPRIATE REGISTRATION AND DISCLOSURE THROUGH LAUSD'S ETHICS OFFICE WEBSITE (WWW.LAUSD.NET/ETHICS). WE UNDERSTAND THAT UNDER LAUSD'S LOBBYING DISCLOSURE CODE, REGISTRATION IS REQUIRED IF WE ARE PAID BY A CLIENT TO LOBBY LAUSD, OR IF WE WILL SPEND MORE THAN $10,000 THIS YEAR TO LOBBY LAUSD ON OUR OWN BEHALF. WE KNOW THAT LOBBYING INCLUDES ANY ACTION TAKEN WITH THE PRINCIPAL PURPOSE OF INFLUENCING A POLICY, PROGRAM, CONTRACT, AWARD OR OTHER LAUSD DECISION, INCLUDING MARKETING AND PROMOTIONAL EFFORTS. | ❒ **Yes** | ❒ **No** |

| State-Mandated Statement of Economic Interests<br>*(for professional services contracts only)* | | |
|---|---|---|
| F MY ORGANIZATION AND OUR REPRESENTATIVES WILL ABIDE BY THE FINANCIAL DISCLOSURE REQUIREMENTS OF CALIFORNIA'S POLITICAL REFORM ACT WHICH REQUIRES INDIVIDUAL CONTRACTORS AND THEIR REPRESENTATIVES TO DISCLOSE ECONOMIC INTERESTS THAT COULD BE FORESEEABLY AFFECTED BY THEIR EXERCISE OF CONTRACTUAL DUTIES. | ❒ **Yes** | ❒ **No** |
| **If the answer is "No" below, attach an additional sheet of paper with the heading "State-Mandated Statement of Economic Interests" and provide the following: 1) the full name of each of your representatives who will make governmental decisions or participate in the making of governmental decisions for LAUSD in this contract, 2) a detailed scope of the responsibilities and services each individual will provide to LAUSD, and 3) a valid e-mail address for each representative. Before a contract is executed, these individuals will have to complete a Statement of Economic Interests which can be downloaded from: www.lausd.net/ethics.** | | |
| G. MY ORGANIZATION AND OUR REPRESENTATIVES WILL NOT BE INVOLVED IN PERFORMING ANY ACTIVITIES OR DECISION-MAKING FOR LAUSD IN THIS CONTRACT SUCH AS: OBLIGATING LAUSD TO A COURSE OF ACTION; APPROVING PLANS, DESIGNS, REPORTS OR STUDIES FOR LAUSD; ADOPTING POLICIES, STANDARDS AND GUIDELINES FOR ANY SUBDIVISION OF LAUSD; AUTHORIZING LAUSD TO ENTER INTO, MODIFY, OR RENEW A CONTRACT; NEGOTIATING ON BEHALF OF LAUSD; ADVISING OR MAKING RECOMMENDATIONS TO LAUSD DECISION-MAKERS; CONDUCTING RESEARCH OF INVESTIGATIONS FOR LAUSD; PREPARING A REPORT OR ANALYSIS THAT REQUIRES AN EXERCISE IN JUDGMENT OR PERFORMING DUTIES SIMILAR TO AN LAUSD STAFF POSITION WHICH IS ALREADY DESIGNATED AS A FILER POSITION IN LAUSD'S CONFLICT OF INTEREST CODE. | ❒ **Yes** | ❒ **No** |
| H. **BY INITIALING HERE, I CERTIFY THAT MY ORGANIZATION AND OUR REPRESENTATIVES WILL UPHOLD ALL OUR PUBLIC DISCLOSURE OBLIGATIONS WITH LAUSD. WE UNDERSTAND THAT PROVIDING TRANSPARENCY HELPS TO ENSURE GREATER ACCOUNTABILITY AND PUBLIC TRUST.** | | |

*To ensure your compliance with LAUSD's disclosure obligations, please verify that all necessary attachments are included.*

## 8. TRUST-BUILDING PRACTICES (*PLEASE COMPLETE EACH LINE BELOW*):

| | | | |
|---|---|---|---|
| A. | MY ORGANIZATION AND OUR REPRESENTATIVES WILL ADVISE LAUSD OF ANY CHANGE IN THE OWNERSHIP OR OPERATIONAL AND MANAGERIAL CONTROL OF OUR ORGANIZATION WITHIN 10 BUSINESS DAYS OF SUCH CHANGE. | ❒ **Yes** | ❒ **No** |
| B. | MY ORGANIZATION AND OUR REPRESENTATIVES WILL NOT ENGAGE IN POLITICAL SUPPORT AND ACTIVITIES ON LAUSD TIME OR WITH LAUSD RESOURCES UNLESS WE HAVE BEEN RETAINED BY LAUSD TO SPECIFICALLY ENGAGE IN THOSE ACTIVITIES. WE UNDERSTAND THAT LAUSD RESOURCES INCLUDE: TIME, PROPERTY, SUPPLIES, SERVICES, CONSUMABLES, EQUIPMENT, TECHNOLOGY, INTELLECTUAL PROPERTY, AND INFORMATION | ❒ **Yes** | ❒ **No** |
| C. | MY ORGANIZATION AND OUR REPRESENTATIVES WILL NOT SUBMIT ANY FALSE CLAIMS FOR PAYMENT TO LAUSD, AND WE WILL NOT MAKE ANY SUBSTITUTION FOR GOODS, SERVICES OR TALENT THAT DO NOT MEET CONTRACT SPECIFICATIONS WITHOUT PRIOR WRITTEN APPROVAL BY LAUSD. | ❒ **Yes** | ❒ **No** |
| D. | MY ORGANIZATION AND OUR REPRESENTATIVES WILL NOT USE LAUSD ASSETS AND RESOURCES FOR PURPOSES WHICH DO NOT SUPPORT LAUSD'S WORK. WE UNDERSTAND THAT LAUSD ASSETS INCLUDE: TIME, PROPERTY, SUPPLIES, SERVICES, CONSUMABLES, EQUIPMENT, TECHNOLOGY, INTELLECTUAL PROPERTY, AND INFORMATION. | ❒ **Yes** | ❒ **No** |
| E. | MY ORGANIZATION AND OUR REPRESENTATIVES WILL NOT USE LAUSD NAMES AND MARKS, OR SUGGEST ANY LAUSD ENDORSEMENT IN ANY WAY, WITHOUT THE APPROPRIATE WRITTEN LAUSD APPROVAL. | ❒ **Yes** | ❒ **No** |
| F | MY ORGANIZATION AND OUR REPRESENTATIVES WILL NOT LET ANY SUSPECTED VIOLATIONS OF LAUSD'S CONTRACTOR CODE OF CONDUCT GO UNADDRESSED. WE UNDERSTAND THAT GOOD FAITH REPORTING OF SUSPECTED VIOLATIONS TO LAUSD'S OFFICE OF THE INSPECTOR GENERAL IS ENCOURAGED. | ❒ **Yes** | ❒ **No** |
| G. | **BY INITIALING HERE, I CERTIFY THAT MY ORGANIZATION AND OUR REPRESENTATIVES WILL ENSURE ETHICAL AND RESPONSIBLE USE OF PUBLIC TAX DOLLARS FOR MAXIMUM STUDENT BENEFIT BY COMMITTING TO TRUST-BUILDING PRACTICES AND BY PROVIDING EXCELLENCE, HIGH QUALITY, INNOVATION AND COST EFFECTIVENESS IN THE PRODUCTS AND SERVICES WE WILL DELIVER TO LAUSD.** | | |

***Thank you for your commitment to helping LAUSD ensure ethical conduct, public integrity and responsible use of scarce tax dollars.***

## Small Business Enterprise (SBE) Utilization Program

A. It is the District's policy to encourage participation by Small Business Enterprise (SBE) firms in contract activity. On February 25, 2003 the Board of Education established a Small Business Enterprise (SBE) goal to "Establish a District-wide small business participation of 25 percent for all contracts and procurement activities". Bidders/ proposers which include SBE firms in their proposal/bid must detail the SBE status of those firms on the SBE Utilization Report.

   Firms which meet the United States Small Business Administration size standards, or which have already been recognized by the LAUSD as a small business, or which are certified by a government agency or third party entity shall be considered SBE for the purposes of this program. The use of SBE partners/sub-contractors or participation in Federal agency small business programs will also be accepted as a response. Bidders/proposers are responsible for the verification of the SBE status of any firm represented as an SBE firm used in any proposal or bid. Misrepresentation of a firms' SBE status may jeopardize future contracting opportunities.

   Size standards may be viewed at:
   http://www.sba.gov/services/contractingopportunities/sizestandardstopics/index.html

B. The LAUSD affirmatively assures that all firms will be afforded full opportunity to submit bids/proposals in response to this IFB/RFP and will not be discriminated against on the grounds of race, sex, color, religion, ancestry, national origin, marital status, age (over 40), or disability (including AIDS, and cancer-related medical condition) in consideration for an award.

C. LAUSD advises potential bidders/proposers that the SBE participation to which the bidder/proposer commits in their bid/proposal package becomes the goal of record. The LAUSD will enforce the SBE participation proposed.

D. Firms claiming SBE participation must execute a copy of the SBE Utilization Report included in this IFB/RFP package, and include it in their RFP/IFB response. Firms not submitting an SBE Utilization report may be determined to have no SBE participation.

### MONITORING/PENALTIES

If any firm listed on the SBE Utilization Report as an SBE is found not be an SBE, such finding may affect any future determination of responsibility for the firm(s) submitting the report.

**LOS ANGELES UNIFIED SCHOOL DISTRICT**
**SMALL BUSINESS ENTERPRISE PROGRAM**
**SBE UTILIZATION REPORT**

The Los Angeles Unified School District encourages participation by Small Business Enterprise (SBE) firms in procurement activity. Proposers/ bidders including SBE firms in their responses must execute a copy of this Report and include it with their RFP/IFB response. Firms which do not return this report may be determined to have no SBE participation. Bidders/proposers that are SBE firms shall check the first box on the form. Majority firms responding to the SBE program will list SBE sub-contractors/partners or attach their annual small business contracting report (SF-295, Dept of Agriculture SBE report, etc.) Size standards, which define SBE status, are available at:
http://www.sba.gov/services/contractingopportunities/sizestandardstopics/index.html.

Firm Name_____ RFP #2000000965

SBE STATUS (check one)

☐ Our firm(s) meet(s) the qualification for SBE status as defined in the Small Business Administration size standards, or is certified by a government or third party entity.

☐ Our firm utilizes SBE subcontractors. (List SBE firms utilized and the percentage)

_____

_____

_____

☐ Our firm participates in a Federal agency small business utilization program. (Attach report)

☐ No SBE utilization
☐ Non-profit organization
☐ Educational institution
☐ Government agency

By signing below, bidders/proposers represent that this is an accurate representation of the SBE status or utilization for the firm(s) participating in this contract.

Representative_____ Title _____

Date_____ Telephone_____

LOS ANGELES UNIFIED SCHOOL DISTRICT

RFP NO.: 2000000965
STRATEGICALLY-SOURCED PERISHABLE FOODS

**Safety-plan Certification**

Proposing firm: _____

On behalf of the above-referenced proposing firm, the undersigned, hereby:

1. Certifies, under penalty for perjury, that a food and related supplies security program is in place in the proposing firm's facilities covering, without limitation, the manufacturing, handling, storage, transportation, and distribution of the food product that will be covered by any Perishable Contract that results from this procurement effort, and addressing at least the following areas:

   a. Food Security Plan Management (including HACCP, and Good Manufacturing Practices as established by the United States Department of Agriculture),
   b. Outside Security,
   c. Inside Security,
   d. Perishable Security,
   e. Storage Security,
   f. Shipping and Receiving Security,
   g. Water and Ice Supply Security,
   h. Mail Handling Security, and
   j. Personnel Security including background checks; and

2. Commits to warrant the safety of the food product it supplies the District under any Perishable Contract that results from the procurement of which the above-identified Request for Information & Qualifications is a part.

_____ _____
Signature Date

_____
Name, typed or printed

_____
Title, typed or printed

**LAUSD RFP # 2000000965 (STRATEGICALLY-SOURCED PERISHABLE FOODS)**

**Reference Request form**

*THIS FORM MUST BE COMPLETED BY THE REFERENCE AND RECEIVED BY LANE MORIKAMI, NO LATER THAN 2:00 P.M. ON THURSDAY MARCH 31, 2016. PLEASE RETURN THE COMPLETED FORM BY E-MAIL TO:* LANE.MORIKAMI@LAUSD.NET.

*PROPOSER INFORMATION*

| | |
|---|---|
| **Proposer Name:** | _____ |

*REFERENCE INFORMATION*

| | |
|---|---|
| **Organization Name:** | |
| **Contact Name:** | |
| **Title:** | |
| **Phone No.:** | |
| **Date:** | |

**Please respond to these questions regarding your relationship to the proposer identified above. If you are estimating the information provided, please so state.**

| | ***Question*** | ***Response*** |
|---|---|---|
| 1 | What is the nature of your (or your firm's) relationship with the proposing firm? | |
| 2 | During what period of time (starting month and year to ending month and year) did you (or your firm) have that relationship with the proposing firm? | |
| 3 | Did the proposing firm supply food items to your firm? | |
| 4 | If you answered "yes" to Question 3 above, please describe the food items. | |
| 5 | If you answered "yes" to Question 3 above, please indicate the number of locations to which the proposing firm supplied food items. | |
| 6 | If you answered "yes" to Question 3, please indicate the maximum volume (in pounds or gallons) of food items the proposing firm supplied to your organization over a 12-month period. | |

| **Please rate the proposer in each of the categories below on a scale from 1-5, "1" meaning the proposer's performance in this area was poor, "5" indicating exceptional performance.** | | | |
|---|---|---|---|
| | Area to be Rated | Rating (1-5) | Comment (if any) |
| 7 | ***Timeliness of the proposer's performance*** (Consider delivery, responding to requests for information, responding to complaints & other issues) | | |
| 8 | ***The proposer's access to, and use of, technology*** (Consider data-collection, communication, reporting tools, sharing information with customers and trend-analysis) | | |
| 9 | ***The quality of the proposer's operation*** (Consider cost-reduction for customers, reducing-paperwork, efficient supply-chain management, quality control, flexibility and satisfactory resolution of issues) | | |
| | *TOTAL RATING:* | | |
| **Please use the space below to share any additional comments regarding the proposer.** | | | |
| | | | |

***Thank you!***

**Proposer Questionnaire**

**Note that while proposers are not required to provide responses to every one of the questions listed below for their proposal to be considered responsive, responses will be considered in evaluating each of the evaluation criteria (shown in italics) associated with each question. Proposers who provide more information on which the District's evaluation team may base their assessments may receive higher scores than proposers who provide little or no information in connection with any particular evaluation criterion.**

*Customer Service/Satisfaction*

1. Provide the address of your company's headquarters and the locations of any major branch offices.
2. Provide a list of executive-level contacts for the District (may be titles without individuals named).
3. Indicate whether your firm has been rated as a produce-supplier by Blue Book Services, Inc., and, if so, when your firm was last rated and what the rating was.

*State-of-the-art Technology*

4. How will your firm use technology and incorporate value added services through procurements with USDA and in coordination with the District?

*Experience*

5. Indicate the number of K-12 business partners the proposer has had over the past three years and identify the top 25 (in terms of volume of product supplied) by name;
6. Indicate the number of customers for which the proposer has produced, in the past three years, at least the minimum volume specified in the Minimum Qualification Requirement No. 5 for the product(s) the proposer is offering to provide to the District
7. Describe the maximum volume of product supplied by your firm for any one customer and over all annually.
8. How does your company compare to its main competitors? (Consider both national and local markets.)

*Delivery and Implementation Plan*

9. How would your firm manage its inventory to ensure the District timely supply of your product?
10. Identify cost containment at each touch point before and after food is purchased and impact on customer counts.
11. Provide a detailed description of the ingredient supply chain, including systems.
12. Provide a detailed implementation plan with process mapping, timelines, training and how products, recipes and inventory records are moved through your system.

*Integration Plan*

13. What of your currently-offered or currently-contemplated products meet the District's current nutritional requirements?

*Price*

14. How will your payment proposal be consistent with the process outlined in the Prompt Payment Act?
15. On what terms will payment made by way of electronic funds transfer be discounted for the District?
16. How will the District be rewarded for quick pay?
17. How will your firm account for fluctuations in product costs over the course of a year and from year to year?
18. What publicly-available index would best reflect inflation in your costs?

*Social Responsibility*

19. Explain in detail how your company addresses hunger relief efforts and how your firm would partner with the District in that regard.
20. List your firm's charitable contribution partners over the last three years and how your company worked with them.
21. Explain in detail how your company has undertaken the responsibility to develop and/or implement significant agriculture processes that support farm and ranch or consumer initiatives.
22. Explain steps your company has taken to become more environmentally-conscious. Include discussion of:
    i. Specific initiatives to reduce:
        1. Water-consumption,
        2. Energy-consumption
        3. Greenhouse gas-production and
        4. Waste-production;
    ii. What results were achieved and
    iii. How those results were measured.
23. Explain any internal or external employee wellness initiatives and employee participation. In relation to overall workforce, show examples of fostering good employer/employee relationships.

*Financial Responsibility*

24. Write a brief paragraph that describes your company, its history, the sector in which you operate and the products you make. Good sources to reference are your company website, WetFeet, Businessweek, and other financial websites. Include details of specific efforts designed around how your company will connect in similar shared strategies with the District.
25. Provide your company's most recent revenues, gross volume, and historical growth in revenues and profits (most recent 3-5 years) or other documentation that would demonstrate your firm's financial stability and sustainability.
26. How does your company compare to others in the same sector?
27. If your firm is proposing to provide fresh produce, what is its Blue Book rating for produce?
28. How many employees does your company have?
29. What obstacles does your company face in its sector, and does your company have any innovative approaches for overcoming them?
30. Research and describe a time in which your company faced a major crisis that threatened its business. How did the company address and overcome the situation?
31. Does your company operate and distribute a retail labeled brand and is it nationally or globally recognized?

## Good Food Purchasing Pledge
***Exhibit H***

**If awarded a contract as a result of the above-captioned RFP:**

**We will use our purchasing power to encourage the production and consumption of food that is healthy, affordable, fair, and sustainable. We recognize that the adoption of food procurement policies has the power to reform the food system, create opportunities for smaller farmers to thrive, provide just compensation and fair treatment for workers, support sustainable farming practices, reward good environmental stewardship, and increase access to fresh and healthy foods.**

We will pledge to leverage our purchasing power and commit to support the following values:
— **Local Economies:** support small and mid-sized agricultural and food processing operations within the local area or region.
— **Environmental Sustainability:** source from producers that employ sustainable production systems that reduce or eliminate synthetic pesticides and fertilizers; avoid the use of hormones, antibiotics, and genetic engineering; conserve soil and water; protect and enhance wildlife habitat and biodiversity; and reduce on-farm energy consumption and greenhouse gas emissions.
— **Valued Workforce:** provide safe and healthy working conditions and fair compensation to all food chain workers and producers, from production to consumption.
— **Animal Welfare:** provide healthy and humane care for livestock.
— **Nutrition:** promote health and well-being by offering generous portions of vegetables, fruit, and whole grains; reducing salt, added sugars, fats, and oils; and by eliminating artificial additives.

**WE WILL COMMIT OUR COMPANY TO TAKING THE FOLLOWING STEPS IN SUPPORT OF GOOD FOOD FOR LAUSD STUDENTS:**

(1)

As outlined in the Good Food Purchasing Guidelines for Food Service Institutions, we will commit (to support) annually increasing our procurement of Good Food to assist the Los Angeles Unified School District in meeting the LAUSD's identified multi-year benchmarks for five value categories – local economies, environmental sustainability, valued workforce, animal welfare, and nutrition.

(2)

Establish supply chain accountability and a traceability system with suppliers to verify sourcing commitments made in our Good Food Purchasing Plan.

(3)

**Report** quarterly on implementation progress of the Good Food Purchasing Guidelines.

**TO GUIDE IMPLEMENTATION, WE WILL COMMIT TO THE FOLLOWING REPORTING REQUIREMENTS AND TIMELINE:**

(1)

**To be able to submit a Food Service Operations Overview Form (see Appendix X)**, detailing the total annual dollar amount of food purchases made by the Los Angeles Unified School District from the Contractor, by food category (including beverages), within one month of our receipt of an executed Commercial & Commodity Chicken Contract.

(2)

**To be able to comply with due diligence reporting requirements** within one month of the District's receipt of an executed Commercial and Commodity Chicken Contract, verifying that your company and all subcontractors and suppliers comply with domestic labor law (including state and local) in countries where they produce goods and services, as well as the core International Labour Organization (ILO) standards, including:

1. Freedom of association and the right to collective bargaining.
2. Elimination of all forms of forced or compulsory labor.
3. Abolition of child labor.
4. Elimination of discrimination with respect to employment or occupation.

(3)

**Submit:**

**a.** Quarterly records of each fruit, vegetable, meat/poultry, dairy and grain products purchased, to include (see Appendix X):
   i. Product name; and
   ii. Volume purchased; and
   iii. The name and location of each supplier along the supply chain, to include all distributors, wholesalers, processors, manufacturers, shippers, AND farm(s) of origin; and
   iv. If/how a Good Food supplier fulfills and verifies identified Good Food goals, including local, environmentally sustainable, fair, animal welfare and healthy; and

b. Amount spent by LAUSD for each product, to include:
   i. Price per volume; and
   ii. For each individual farm or ranch from which product is sourced, total dollar value spent on each individual product from that farm or ranch; and

c. Total dollar value spent for all food items.

(4)

**Develop and adopt a multi-year action plan with benchmarks** for complying with the Good Food Purchasing Guidelines at the five-star level.

_____
*[Vendor Name]*

By: _____
*[Name, printed]*

_____ Date: _____
*[Title, printed]*

# Food Service Operations Overview

1. Total annual dollar amount of food purchases by food category (including beverages).

| Annual Food Purchases by Product Category | |
|---|---|
| **Food Category** | **Annual Purchase Amount ($)** |
| Fruit & Vegetables<br>• *Fresh*<br>• *Frozen*<br>• *Canned* | |
| Milk & Dairy | |
| Meat & Poultry | |
| Seafood | |
| Grains & Legumes (beans, rice, quinoa etc) | |
| Other Products (packaged foods, bakery items etc) | |
| Beverages | |
| **TOTAL ANNUAL FOOD PURCHASES** | |

2. List all food service contracts terms (i.e. renewal dates) and vendor names.

| Department Food Service Contracts | Vendor Name | Contract Renewal Dates |
|---|---|---|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

3. List and describe any existing monitoring and compliance plans included in current contracts (use as much space as needed).

_____

_____

© 2012 Los Angeles Food Policy Council
Food Service Operations Overview Template, Version 2

# FRUIT & VEGETABLE PURCHASING DATA

(insert quarter, year)

| Food Type | Total Order Information | | | | | | | Distributor |
|---|---|---|---|---|---|---|---|---|
| | # Cases | $/Case | Total Cost | Product Detail (Example: brand, grower, supplier) | Headquarters Location | Production Location | Food Safety Certification (i.e. GAP, Global Gap HACCP) | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| **Total Fruits & Vegetables** | | | $0.00 | | | | | |

## REFERENCE DOCUMENTS

Contractors selected as a result of this procurement will be subject to the terms and provisions outlined in the following documents, copies of which are included in this RFP, as such may be modified from time to time by the District:

- The minimum insurance requirements specific to this procurement,
- Lobbyist registration requirements,
- District Contract Terms and Conditions
- Contractor Code of Conduct
- Good Food Purchasing Guidelines
- The Good Food Procurement Resolution of 2012
- The Good Food Procurement 2014 Resolution
- Good Food Purchasing Plan Examples

**Lobbyist Registration Requirements**

All individuals who qualify as a "lobbyist," as defined by the Los Angeles Unified School District (LAUSD) Lobbyist Registration Code, must register with the District's Ethics Office within 10 days after the end of the month in which they qualify by:

1. Completing the lobbyist registration form;
2. Paying a registration fee of $300 per calendar year ($225 during the last calendar quarter);
3. Securing an Authorization Letter from your employer (this only applies to in-house lobbyists); and
4. Submitting the form and payment (and Authorization Letter) to the LAUSD Ethics Office.

Please note that lobbying activities are defined broadly and include sales and marketing efforts directed towards District employees. To learn about the specific criteria that trigger the need for organizations and individuals to register, visit the Ethics Office website at: www.lausd.net/ethics (click on "Lobbying Disclosure") or call the Ethics Office at: 213-241-3330 before your organization begins any efforts to promote products or services at LAUSD.

## MASTER AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and effective as of Month Day, Year, by and between

**- CONTRACTOR -**

hereinafter referred to as "**Contractor**," and

**LOS ANGELES UNIFIED SCHOOL DISTRICT**

hereinafter referred to as the "**District**" or "**LAUSD**."

WHEREAS, the District is authorized by Government Code Section 53060 to contract with an independent contractor specially trained to perform special services required; and WHEREAS, the Contractor is specially trained and experienced and competent to perform the special services pursuant to this Agreement; THEREFORE, the parties hereto agree as follows:

1. PERIOD OF AGREEMENT
   The term of this Agreement shall be from Month Day, Year through Month Day, Year.

2. APPROVAL
   This Agreement is of no force or effect until signed by both parties and approved by the Board of Education of the Los Angeles Unified School District ("Board of Education"), or an authorized designee of the Board of Education. Contractor may not commence performance until such approval has been obtained.

3. DUTIES OF THE CONTRACTOR
   Shall be to provide services in accordance with **Exhibit A, Statement of Work,** which is attached hereto and made a part hereof.

   The performance of these duties shall be at times and places within the limits of District policy at the discretion of the Contractor.

4. LIABILITY
   The District shall not be liable to the Contractor for personal injury or property damage sustained by the Contractor in the performance of this Agreement whether caused by the District, its officers, employees, or by third persons.

5. INDEPENDENT CONTRACTOR
   While engaged in performance of this Agreement the Contractor is an independent contractor and is not an officer, agent, or employee of the District. Contractor is not entitled to benefits of any kind to which District's employees are entitled, including but not limited to unemployment compensation, workers' compensation, health insurance and retirement benefits. Contractor assumes full responsibility for the acts and/or omissions of Contractor's employees or agents as they relate to performance of this Agreement. Contractor assumes full responsibility for workers' compensation insurance, and payment of all federal, state and local taxes or contributions, including but not limited to unemployment insurance, social security, Medicare and income taxes with respect to Contractor and Contractor's employees. Contractor warrants its compliance with the criteria established by the U.S. Internal Revenue Service (I.R.S.) for qualification as an

independent contractor, including but not limited to being hired on a temporary basis, having some discretion in scheduling time to complete contract work, working for more than one employer at a time, and acquiring and maintaining its own office space and equipment. Contractor agrees to indemnify District for all costs and any penalties arising from audits by state and/or federal tax entities related to services provided by Contractor's employees and agents under this Agreement.

6. AWARD OF CONTRACT

Subject to the provisions herein, it is the intent of the District to award to the responsible Proposer(s) with the "highest scored," responsive proposal(s), giving appropriate consideration to the evaluation factors stated herein. The District also reserves the right to make an award to other than the highest scored Proposer(s), and make awards to the responsive and responsible Proposer(s) "individually," as a "combination of items," "as a whole," or by "geographical location," whichever may provide the "best value" and be in the best interest of the District. The Basis of Award calculations will include the cost (per item, combination, or as a whole) and any cash discounts. All calculations will be done by the District. All "unit price" bids must be as District requested (i.e. case, each, package, quart, gallon, etc.).

The District will make all conversions and computations, if necessary. The "Unit Price" bid in the Rate Schedule Section should include any delivery charge to allow for delivery on an FOB Destination basis.

7. ADJUSTMENT TO THE RATE SCHEDULE

It is expressly understood that contract rate increases are not automatic or guaranteed. Contractor's request to increase the current rate schedule will be evaluated and considered when such adjustments are requested. The District reserves the right to reject any such request and re-bid and/or terminate said contract within the provisions of the existing agreement. The District may offer a lower, higher or no increase in percentage. All increases are subject to negotiation between the Contractor and the District.

Contractor's pricing justification shall include the price index/data source used, if any, such as the Announcement of Minimum Prices for Class 1, 2, 3 and 4 dairy set by the Milk Stabilization Branch from the California Department of Food and Agriculture or the Wall Street Journal's Orange Juice Futures index. If an index is not stated, or if the District and Contractor cannot agree on an index/data source to be used, the District may use **as a guide**, price increase requests based on the percentage of change between the previous year and the current year's Consumer Price Index, (C.P.I.) published by the U.S. Department of Labor's Bureau of Labor Statistics.

The specific index to be reviewed is the C.P.I. for Los Angeles-Riverside-Orange County, California for the month of (that month which is six (6) months prior to the contract's annual end date) each year using the "Special Aggregate Index" category of "All Items Less Shelter" under the "All Urban Consumers" column.

For further information on the Consumer Price Index, contact the U.S. Department of Labor, Bureau of Labor Statistics at (415) 625-2270, menu option 2.

**NOTE: All requests for rate adjustments must be received by the District, in writing, no later than ninety (90) days prior to the end of each annual contract period at the District's Procurement Services Center – 8525 Rex Road, Pico Rivera, CA 90660.** An explanation citing the rationale for price increase should be included in such correspondence.

8. ORDERS FOR PRODUCTS

8.1 Orders for the production of products (including, without limitation, items already produced, in development and to be developed.) listed and/or described on EXHIBIT A (collectively referred to herein as "**Products**" and each, individually, a "**Product**") shall be placed with Contractor by the District through the District's issuance of **Purchase Orders** pursuant to the terms and conditions of this Agreement.

8.2 Purchase Orders will reflect the pricing in effect at the time the purchase order is issued, as set forth in EXHIBIT A. Contractor has no obligation to accept, and the District is under no obligation to pay for Products provided under, any Purchase Order that does not indicate: (1) the name and/or description of the specific Products to be provided, (2) a line-item price for each Product, (3) the total price for all Products to be provided under that Purchase Order; (4) the Product delivery date and (5) the delivery location.

8.3 Contractor shall not accept any Purchase Orders under this Agreement after June 14, 2021. Although the provision of Products may continue past that date, any such Purchase Order must be placed on or before June 14, 2021.

8.4 Contractor's written confirmation of a Purchase Order will evidence Contractor's commitment to fill the order in the quantity, at the price and by the time specified in the Purchase Order or as otherwise specified in the confirmation.

8.5 Notwithstanding Section 23 (Notice) below, Contractor may "accept" a Purchase Order by e-mail to the District staff person who submitted the Purchase Order to Contractor, by U.S. Mail or by fax to the District's Procurement Services Center at 562-654-9017, or at such other fax number as the District may direct.

8.6 If within three (3) business days following the District's submission to Contractor of a Purchase Order under this Agreement, the District has not received Contractor's written confirmation of the same, the District will assume that Contractor is unwilling or unable to fulfill that Purchase Order. In that event, the District will have no obligation to pay for any items subsequently supplied by the Contractor in response to the unaccepted Purchase Order.

8.7 This Agreement is non-exclusive. The District's performance under any other current or pending purchase contracts covering the Products is not prohibited by this Agreement. Furthermore, the District is not hereby precluded from entering

8.8 The District will have no obligation to purchase any particular amount of Products from Contractor and shall not be in breach of this Agreement if the District purchases no Products at all from Contractor during this Agreement's term or initially purchases Products from the Contractor then ceases such purchases.

8.9 District payment for Purchase Orders shall be contingent upon District acceptance of the Products and approval of the corresponding invoice(s) by the Director (defined below) or designee. Additional payment-related documentation shall be furnished by Contractor to the District upon request.

9. LIQUIDATED DAMAGES

9.1 If the Contractor fails to deliver the supplies or perform the services within the time specified in this contract, or any extension thereof, the Contractor shall, in place of actual damages, pay to the District as fixed, agreed, and liquidated damages for each calendar day delay the amount equivalent to 20% of specified value of the scheduled delivery.

9.2 Alternatively, if the delivery or performance is so delayed, the District may terminate this contract in whole or in part under the Termination for Default clause of the contract and in that event, the Contractor shall be liable for fixed, agreed and liquidated damages

accruing until the time the District may reasonably obtain delivery or performance of similar supplies or services. The liquidated damages shall be in addition to excess costs under the Termination clause.

9.3 The Contractor shall not be charged with liquidated damages when the delay in delivery or performance arises out of causes beyond the control and without the fault or negligence of the Contractor as defined in the Termination for Default clause in this contract.

10. FORCE MAJEURE

The parties to the Agreement shall be excused from performance during the time and to the extent they are prevented from performing hereunder by act of God, fire, strike, lockout, or commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party, provided that the party prevented from performing establishes that its non-performance is not due to the fault or negligence of the party not performing.

11. CONTRACTOR INVOICES & PAYMENT

11.1 Contractor shall submit its invoices to the following address:

**LOS ANGELES UNIFIED SCHOOL DISTRICT**
**FOOD SERVICES DIVISION, 28TH FLOOR**
**333 S. BEAUDRY AVENUE**
**LOS ANGELES, CALIFORNIA 90017**
**(213) 241-2995**

11.2 The District will process payment within 30 days after the later of: (i) the District's acceptance of the Products for which the invoice seeks payment and (ii) the District's receipt of the invoice, provided the invoice meets the requirements of this Section. Invoices must (a) reference the District Contract Number for this Agreement and/or the related purchase order number, (b) be signed and submitted by the Contractor to the location identified above, and (c) itemize the Products for which Contractor seeks payment, delivery date(s), and the charge shown in this Agreement as in effect at the time Contractor received the District's order for the subject Products.

11.3 All invoices submitted for payment must be under the same firm name as shown on the Purchase Order and this Agreement.

11.4 The District reserves the right to withhold payment as a "set off" against amounts due, or to become due, to the District under this Agreement or under any other contracts or purchase orders awarded to the same Contractor.

11.5 Except as otherwise provided in this Agreement, Contractor agrees to submit all invoices for outstanding balances within 60 days after the expiration or earlier termination of this Agreement.

11.6 In no event shall Contractor be entitled to receive payments in the aggregate that exceed _____ Million Dollars ($__,000,000), which is the "**Maximum Contract Value**," over the term of this Agreement.

11.7 In terms of taxes, the District shall only be responsible for the California Sales and Use Tax, and/or the Los Angeles County Uniform Local Sales and Use Tax when applicable and listed separately on Contractor's invoice. No sales tax is applicable to any of the currently-identified Products. All Products are to be resold as part of meals served in

school cafeterias to teachers and students per Board of Equalization ruling dated November 27, 1944.

11.8 The amount of any Contractor invoice for which the District would otherwise be responsible will be discounted by:

11.8.1 __percent (__%) if the District pays that invoice through electronic funds transfer or credit card or

11.8.2 __ percent (__%) if the District issues the payment warrant no later than fifteen days (15) days after the later of (i) the date on which the District has accepted delivery of the Product for which the invoice seeks payment and (ii) the date on which the District receives Contractor's properly documented invoice for the Product; or

11.8.3 __ percent (__%) if the District issues the payment warrant no later than twenty (20) days after the later of (i) the date on which the District has accepted delivery of the Product and (ii) the date on which the District receives Contractor's properly documented invoice for the Product; or

11.8.4 __ percent (__%) if the District issues the payment warrant no later than thirty (30) days after the later of (i) the date on which the District has accepted delivery of the Product and (ii) the date on which the District receives Contractor's properly documented invoice for the Product.

11.9 Except for the early-payment discounts outlined in Section 11.8 above, Contractor's invoices shall show any discounts to which the District may, by virtue of this contract be entitled. Selected vendor(s) invoicing process must make any discounts to which the District may be entitled readily apparent and identified, and not just deducted, to the District's Accounts Payable staff such that discounts are specifically identified and not just deducted. More specifically, the vendor's invoices must identify the amount of each discount, rebate and other applicable credit and individually identify the amount as a discount, rebate or, in the case of other applicable credits, the nature of the credit.

12. RIGHTS TO REPORT. The rights to any report, evaluation and/or other material developed by the Contractor pursuant to this Agreement shall belong to the District.

13. CONFLICT OF INTEREST. Contractor understands all federal and state laws as well as all provisions of LAUSD's Contractor Code of Conduct, attached hereto as Exhibit C and made apart hereof, pertaining to conflict of interest. Contractor certifies on behalf of any Representatives as that term is defined in the Contractor Code of Conduct, that there is no existing financial interest, whether direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement and that none will be acquired. Further, Contractor certifies that no persons having any such interests shall be subcontracted in connection with this Agreement, or employed by the Contractor.

Contractor understands that California law governs situations in which there exists or has existed a financial interest between a Contractor and a public official within a 12-month window leading up to a governmental decision. It does not matter whether the impact of an existing relationship is beneficial or detrimental to the interests of the Contractor, its Representatives or the public agency.

Contractor is also responsible for taking all the necessary steps to avoid even the appearance of impropriety or misrepresentation and has a duty to disclose to District any and all circumstances existing at such time which pose a potential conflict of interest, prior to entering into this Agreement. Further, Contractor has an ongoing obligation to proactively disclose any potential

or actual conflict of interest through a "Meaningful Conflict Disclosure" to District and to fully cooperate in any inquiry to enable District to determine whether there is a conflict of interest and what resolution is necessary.

Failure to comply with any of these provisions shall constitute grounds for immediate termination of this Agreement, in addition to whatever other remedies District may seek.

14. AUDIT AND INSPECTION OF RECORDS. The Contractor shall maintain and the District shall have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence regardless of form (e.g., machine-readable media such as disk, tape, etc.) or type (e.g., databases, applications software, database management software, utilities, etc.), sufficient to properly reflect all costs claimed to have been incurred or anticipated to be incurred in performing this Agreement.

The Contractor shall make said evidence (or to the extent accepted by the District, photographs, micro-photographs or other authentic reproductions thereof) available to the District at the District's or the Contractor's offices (to be specified by the District) at all reasonable times and without charge to the District. Said evidence/records shall be provided to the District within five (5) working days of a written request from the District. The Contractor shall, at no cost to the District, furnish assistance for such examination/audit. The Contractor and its subcontractors and suppliers shall keep and preserve all such records for a period of at least three (3) years from and after final payment or, if the Agreement is terminated in whole or in part, until three (3) years after the final agreement close-out. The District's rights under this section shall also include access to the Contractor's offices for the purpose of interviewing the Contractor's employees.

Any information provided on machine-readable media shall be provided in a format accessible and readable by the District. The Contractor's failure to provide records or access within the time requested shall preclude Contractor from receiving any payment due under the terms of this Agreement until such evidence/documents are provided to the District. The Contractor shall obtain from its subcontractors and suppliers written agreements to the requirements of this section and shall provide a copy of such agreements to the District upon request by the District.

15. CONFIDENTIALITY

15.1 This Agreement, all communications and information obtained by Contractor from District relating to this Agreement, and all information developed by Contractor under this Agreement, are confidential. Except as provided in Subsection 10.3, without the prior written consent of an authorized representative of District, Contractor shall neither divulge to, nor discuss with, any third party either the work and services provided hereunder, or any communication or information in connection with such services or work, except as required by law. Prior to any disclosure of such matters, whether as required by law or otherwise, Contractor shall inform District, in writing, of the nature and reasons for such disclosure. Contractor shall not use any communications or information obtained from District for any purpose other than the performance of this Agreement, without District's written prior consent.

15.2 At the conclusion of the performance of this Agreement, Contractor shall return to District all written materials constituting or incorporating any communications or information obtained from District. Upon District's specific approval, Contractor may retain copies of such materials, subject to the requirements of Subsection 10.1.

15.3 Contractor may disclose to any subcontractor, or District approved third parties, any information otherwise subject to Subsection 10.1 that is reasonably required for the

performance of the subcontractor's work. Prior to any such disclosure, Contractor shall obtain the subcontractor's written agreement to the requirements of Subsection 10.1 and shall provide a copy of such agreement to District.

15.4 Contractor represents that it shall not publish or cause to be disseminated through any press release, public statement, or marketing or selling effort any information which relates to this Agreement, nor shall Contractor make representations about the District in oral or written form without the prior written approval of District.

15.5 Contractor's obligation of confidence with respect to information submitted or disclosed to Contractor by District hereunder shall survive termination of this Agreement.

15.6 Data Privacy
Under this Agreement, the District considers Contractor to be a "school official" with "legitimate educational interests" performing an institutional service or function for which the District would otherwise use employees within the meaning of the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. section 1232g and 34 C.F.R. Part 99, and California Education Code sections 49060-49085. As such, 34 C.F.R. 99.31(a)(1)(i) allows the District to disclose personally identifiable information from education records of students without the consent required by 34 C.F.R. section 99.30.

15.6.1. In regard to any personally identifiable information ("PII" or "District Data") from an education record that the District discloses, the Contractor shall:

a. Not disclose the information to any other party without the consent of the parent or eligible student;

b. Use the data for no purpose other than the work stated in this Agreement;

c. Allow the District access to any relevant records for purposes of completing authorized audits;

d. Require all employees, contractors and agents of any kind to comply with all applicable provisions of FERPA and other federal and California laws with respect to the data shared under this Agreement;

e. Maintain all data obtained pursuant to this Agreement in a secure computer environment and not copy, reproduce or transmit data obtained pursuant to this Agreement except as necessary to fulfill the purpose of this Agreement. All copies of data of any type, including any modifications or additions to data from any source that contains information regarding students, are subject to the provisions of this Agreement in the same manner as the original data. The ability to access or maintain data under this Agreement shall not under any circumstances transfer from Contractor to any other institution or entity;

f. Destroy or return all personally identifiable information obtained under this Agreement when it is no longer needed for the purpose for which it was obtained no later than 30 days after it is no longer needed. In the event Contractor destroys the PII, Contractor shall provide the District with certification of such destruction within five (5) business days of destruction.

g. Failure to return or destroy the PII will preclude Contractor from accessing personally identifiable student information for at least five years as provided for in 34 C.F.R. section 99.31(a)(6)(iv).

15.6.2 If Contractor is an operator of an Internet website, online service, online application, or mobile application, Contractor shall comply with the requirements of California Business and Professions Code section 22584 and District policy as follows:

a. Contractor shall not (i) knowingly engage in targeted advertising on the Contractor's site, service or application to District students or their parents or legal guardians; (ii) use PII to amass a profile about a District student; (iii) sell information, including PII; or (iv) disclose PII without the District's written permission.

b. Contractor will store and process District Data in accordance with commercial best practices, including appropriate administrative, physical, and technical safeguards, to secure such data from unauthorized access, disclosure, alteration, and use. Such measures will be no less protective than those used to secure Contractor's own data of a similar type, and in no event less than reasonable in view of the type and nature of the data involved. Without limiting the foregoing, Contractor warrants that all electronic District Data will be encrypted in transmission using SSL [(Secure Sockets Layer)] [or insert other encrypting mechanism] (including via web interface) [and stored at no less than 128-bit level encryption].

c. Contractor shall delete a student's covered information upon request of the District.

d. District Data shall not be stored outside the United States without prior written consent from the District.

e. In the event of an actual or potential breach of PII data, Contractor shall immediately notify the District.

16. EVALUATION

The Contractor acknowledges that the presentation or services may be evaluated by the participants, the District's Office of Data and Accountability or any other District offices or schools and understands that the results of the evaluation may be subject to a Public Records Act request under Government Code §6520, et seq.. The Contractor agrees to cooperate fully with any such evaluation and agrees to promptly furnish any information that is requested by the District for evaluation purposes.

17. EQUAL EMPLOYMENT OPPORTUNITY

It is the policy of the District that, in connection with all work performed under District agreements, there shall be no discrimination against any employee or applicant for employment because of race, color, religious creed, national origin, ancestry, marital status, sex, sexual orientation, age, disability or medical condition and therefore the Contractor agrees to comply with applicable federal and state laws. In addition, the Contractor agrees to require like compliance by all subcontractors employed on the work.

18. NON-DISCRIMINATION. The Los Angeles Unified School District is committed to providing a working and learning environment free from discrimination, harassment, intimidation and/or bullying. The District prohibits discrimination, harassment, intimidation and/or bullying based on the actual or perceived characteristics set forth in Penal Code §422.5, Education Code §220 and actual or perceived sex, sexual orientation, gender, gender identity, gender expression, race or ethnicity, ethnic group identification, ancestry, nationality, national origin, religion, color, mental or physical disability, age, or on the basis of a person's association with a person or group with one or more of these actual or perceived characteristics, in any program or activity it conducts or to which it provides significant assistance.

19. TERMINATION FOR CONVENIENCE

19.1 The District may, by written notice to the Contractor, terminate this Agreement in whole or in part at any time, for the District's convenience. Upon receipt of such notice, the Contractor shall:

(1) immediately discontinue all services affected (unless the notice directs otherwise); and

(2) deliver to the District all information and material as may have been involved in the provision of services whether provided by the District or generated by the Contractor in the performance of this Agreement, whether completed or in process. Termination of this Agreement shall be as of the date stated in the notice to Contractor.

19.2 If the termination is for the convenience of the District, Contractor shall submit a final invoice within 60 days of termination and, upon approval by the District, the District shall pay the Contractor the sums earned for the services actually performed prior to the effective date of termination and other costs reasonably incurred by the Contractor to implement the termination.

19.3 The Contractor shall not be entitled to anticipatory or consequential damages as a result of any termination under this section. Payment to the Contractor in accordance with this section shall constitute the Contractor's exclusive remedy for any termination hereunder. The rights and remedies of the District provided in this section are in addition to any other rights and remedies provided by law or under this Agreement.

20. TERMINATION FOR DEFAULT

20.1 The District may, by written notice to the Contractor, terminate this Agreement in whole or in part at any time because of the failure of the Contractor to fulfill its contractual obligations. Upon receipt of such notice, the Contractor shall:

(1) immediately discontinue all services affected (unless the notice directs otherwise); and

(2) deliver to the District all information and material as may have been involved in the provision of services whether provided by the District or generated by the Contractor in the performance of this Agreement, whether completed or in process. Termination of this Agreement shall be as of the date stated in the notice to Contractor.

20.2 If the termination is due to the failure of the Contractor to fulfill its contractual obligations, the District may take over the services, and complete the services by contract or otherwise. In such case, the Contractor shall be liable to the District for any reasonable costs or damages occasioned to the District thereby. The expense of completing the services, or any other costs or damages otherwise resulting from the

failure of the Contractor to fulfill its obligations, will be charged to the Contractor and will be deducted by the District out of such payments as may be due or may at any time thereafter become due to the Contractor. If such costs and expenses are in excess of the sum which otherwise would have been payable to the Contractor, then the Contractor shall promptly pay the amount of such excess to the District upon notice of the excess so due.

20.3 If, after the notice of termination for failure to fulfill contract obligations, it is determined that the Contractor has not so failed, the termination shall be deemed to have been effected for the convenience of the District. In such event, adjustment shall be made as provided in the prior section, Termination for Convenience.

20.4 The Contractor shall not be entitled to anticipatory or consequential damages as a result of any termination under this section. Payment to the Contractor in accordance with this section shall constitute the Contractor's exclusive remedy for any termination hereunder. The rights and remedies of the District provided in this section are in addition to any other rights and remedies provided by law or under this Agreement.

21. TERMINATION FOR INSOLVENCY

21.1 Upon written notice to Contractor, the District may terminate this Agreement forthwith and without penalty in the event of the occurrence of any of the following:

(1) Insolvency of Contractor (Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business, whether or not a petition has been filed under the United States Bankruptcy Code and whether or not Contractor is insolvent within the meaning of such laws),

(2) The filing of a voluntary or involuntary petition regarding Contractor under the Bankruptcy Code,

(3) The appointment of a Receiver or Trustee for Contractor, or

(4) The execution by Contractor of a general assignment for the benefit of creditors.

21.2 The rights and remedies of the District in this section are in addition to any other rights and remedies provided by law or under this Agreement.

21.3 The Contractor shall not be entitled to anticipatory or consequential damages as a result of any termination under this section. Payment to the Contractor in accordance with this section shall constitute the Contractor's exclusive remedy for any termination hereunder. The rights and remedies of the District provided in this section are in addition to any other rights and remedies provided by law or under this Agreement.

22. LIABILITY FOR CONSEQUENTIAL DAMAGES

In no event shall either party to this Agreement be liable to the other, regardless of whether any claim or demand is based on contract or tort, for any special, consequential, indirect or incidental damages, including but not being limited to, lost profits, arising out of or in connection with this Agreement.

23. ASSIGNMENTS

23.1 Neither party to this Agreement shall assign or transfer, by operation of law or otherwise, any or all of that party's rights, burdens, duties or obligations under this Agreement without the prior written consent of the other. Assignment shall include the sale of more than 50% of the ownership interest in the party, a merger, or the sale of all or substantially all of the party's assets.

23.2 Any assignment made in violation of this section is a material breach of this Agreement, upon which, the non-assigning party may terminate this Agreement and pursue any other lawful remedy.

24. GOVERNING LAW AND VENUE

The validity, interpretation and performance of this Agreement shall be determined according to the laws of the State of California, without reference to its conflicts of law provisions. Venue for any court proceedings in connection herewith shall be in the state or federal courts located within the City of Los Angeles, California.

25. ENTIRE AGREEMENT/AMENDMENT

This Agreement, all exhibits to this Agreement, the RFP and Proposal constitute the entire agreement between the parties to the Agreement and supersede any prior or contemporaneous written or oral understanding or agreement, and may be amended only by written amendment executed by both parties to this Agreement.

26. ORDER OF PRECEDENCE

In the event of any conflict in the definition or interpretation of any word, responsibility, service, schedule, or contents of a deliverable product between the provisions of the Agreement which precede the signature page and Exhibits to the Agreement, said conflict or inconsistency shall be resolved by giving precedence in the following order (1) provisions of the Agreement which precede the signature; (2) Exhibit C, District Contractor Code of Conduct; (3) Exhibit A, Statement of Work; (4) Exhibit B, Payment Schedule; (5) Request for Proposal No. 2000000965, issued February 29, 2016 and all addenda thereto; and (6) Contractor's Proposal, dated_____.

27. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY OR VOLUNTARY EXCLUSION

The following certification is applicable only to contracts for $25,000 or more which are funded by Federal funds.

By signing this Agreement, the Contractor certifies that:

(a) The Contractor and any of its principals and/or subcontractors are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded for the award of contracts by any Federal agency, and

(b) Have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

28. REPRESENTATIONS, WARRANTIES AND COVENANTS

Notwithstanding any language to the contrary in this Agreement or any exhibit to this Agreement, Contractor represents, warrants, and covenants to District as follows:

28.1 Compliance With Laws and Regulations

At all times during the term of this Agreement, Contractor shall comply with all applicable federal, state, and local laws and regulations during its performance of all work contemplated by Exhibit A to this Agreement ("Work"). Contractor represents and warrants that it has all licenses or certificates required to perform the Work or has received waivers from such requirements. Contractor shall insure that all subcontractors performing Work under this Agreement are properly licensed to perform such Work. Contractor shall provide District with all reasonable assistance in complying with all applicable federal, state, and local laws and regulations.

28.2 Non-infringement

The Work shall not violate or infringe upon the rights of any third party, including, without limitation, any patent rights, copyright rights, trademark rights, trade secret rights, or other proprietary rights of any kind.

28.3 Authority

Contractor has full power and authority to enter into this Agreement and to perform hereunder, and such entry and performance do not and will not violate any rights of any third party.

28.4 No Claims

There is no action, suit, proceeding, or material claim or investigation pending or threatened against it in any court, or by or before any federal, state, municipal, or other governmental department, commission, board, bureau, agency, or instrumentality, domestic or foreign, or before any arbitrator of any kind, that, if adversely determined, might adversely affect the Work or restrict Contractor's ability to complete the transactions contemplated by this Agreement, or restrict District's right to use the Work. Contractor knows of no basis for any such action, suit, claim, investigation, or proceeding.

Violation of any provision of this Section 21 shall be a breach of this Agreement subjecting Contractor to default provisions of Section 15, Termination for Default above.

30. INDEMNIFICATION

Notwithstanding any language to the contrary in this Agreement or any exhibit to this Agreement, Contractor shall indemnify District as follows:

30.1 General Indemnity

30.1.1. Contractor shall indemnify, defend and hold harmless the District and its Board Members, administrators, employees, agents, attorneys, and contractors (collectively, "Indemnitees") against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Agreement or its performance, whether such loss, expense, damage or liability was proximately caused in whole or in part by the negligent or willful act or omission by Contractor, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it.

30.1.2. This indemnification shall apply even in the event of the act, omission, fault, or negligence, whether active or passive, of the Indemnitee(s), but shall not apply to claims arising from the sole negligence or willful misconduct of the Indemnitee(s).

30.2 Proprietary Rights Indemnity

Contractor shall indemnify, defend and hold harmless District, its officers, directors, and employees, agents from and against any losses suffered by District as a result of Contractor's breach of its warranties set forth in Section 21 of this Agreement. Contractor shall defend, indemnify, and hold harmless District, its officers, directors, employees, agents from and against any claim, demand, challenge, suit, loss, cost, damage, or liability based on any assertion that the Work or any component or part thereof infringes, misappropriates, or violates any patent right, copyright right, trade secret, or other proprietary right of any third party. District shall notify Contractor in writing of the initial claim or action brought against it. The selection of counsel, the conduct of the defense of any lawsuit, and any settlement shall be within Contractor's control; *provided* that District shall have the right to participate in the defense of any such infringement claim using counsel of its choice, at District's expense. No settlement shall be made without notice to, and the prior written consent of, District.

30.3 Insurance

Contractor shall, at his, her, or its sole cost and expense, maintain in full force and effect, during the term of this Agreement, the following insurance coverage from a California licensed and/ or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best, to cover any claims, damages, liabilities, costs and expenses (including legal counsel fees) arising out of or in connection with Contractor's fulfillment of any of its obligations under this Agreement or either party's use of the Work or any component or part thereof:

30.3.1. Commercial General Liability Insurance, including both bodily injury and property damage, with limits as follows:

$2,000,000 per occurrence
$ 100,000 fire damage
$ 5,000 med expenses
$1,000,000 personal & adv. injury
$3,000,000 general aggregate
$3,000,000 products/completed operations aggregate

30.3.2. Business Auto Liability Insurance for owned, scheduled, non-owned or hired automobiles with a combined single limit of no less than $1 million per occurrence. If no owned autos, then non-owned/hired coverage can be accepted.

30.3.3. Workers' Compensation and Employers Liability Insurance covering Contractor's full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws.

Part A – Statutory Limits
Part B - $1,000,000/$1,000,000/$1,000,000 Employers Liability

Sole proprietors with no employees are exempt from providing Workers' Compensation and Employers Liability Insurance, but must provide a signed Workers' Compensation Statement.

30.3.4 Other coverage:

- Sexual Abuse and Molestation coverage
  $2,000,000 per occurrence/ $2,000,000 aggregate

30.3.5 Any deductibles or Self-Insured Retentions (SIR) shall be declared in writing. An SIR or deductible above $100,000 requires District approval.

30.3.6 Contractor, upon execution of this contract and periodically thereafter upon request, shall furnish LAUSD with certificates of insurance evidencing such coverage. The Commercial General and Automobile Liability policies shall name the Los Angeles Unified School District and its Board of Education as additional insureds with respect to any potential tort liability, irrespective of whether such potential liability might be predicated on theories of negligence, strict liability or products liability. The Contractor shall be required to provide LAUSD with 30 days' prior written notice if the insurance afforded by this policy shall be suspended, cancelled, reduced in coverage limits or non-renewed. Premiums on all insurance policies shall be paid by Contractor and shall be deemed included in Contractor's obligations under this Agreement at no additional charge.

31. SECURITY

Notwithstanding any language to the contrary in this Agreement or any exhibit to this Agreement, Contractor agrees that it and its personnel shall at all times comply with all security regulations in effect from time to time at District's premises and shall comply with District's security policies and procedures if granted access to District's computer or communications networks.

32. FINGERPRINTING

The Contractor shall comply with the requirements of California Education Code section 45125.1, and perform the following acts:

32.1 Require all current and subsequent employees of Contractor who may enter a school site during the time that pupils are present to submit their fingerprints in a manner authorized by the California Department of Justice (the "CADOJ").

32.2 Prohibit employees of Contractor from coming into contact with pupils until the CADOJ has ascertained that the employee has not been convicted of a felony as defined in California Education Code section 45122.1.

32.3 Certify in writing, using the District's fingerprinting certification form (available at the District Risk Finance and Insurance Services website) to the District that neither Contractor nor any of Contractor's employees who may enter a school site during the time that pupils are present have been convicted of a felony as defined in California Education Code section 45122.1 and provide such certification to the District Risk Finance and Insurance Services.

32.4 Provide a list of the names of Contractor's employees who may have contact with pupils to the District Risk Finance and Insurance Services. This list shall be updated for employee changes and shall list employees by appropriate school site.

32.5 The District may require the Contractor and its employees who may have contact with pupils to submit to additional background checks at the District's sole and absolute discretion.

33. BUDGET CONTINGENCY

33.1 It is mutually agreed that if the current year budget and/or any subsequent years covered under this Agreement do not appropriate sufficient funds for the Services, this Agreement shall be of no further force and effect. In this event, the District shall have no liability to pay any funds to the Contractor or furnish any other considerations under this Agreement, and the Contractor shall not be obligated to perform any provisions of this Agreement.

33.2 If funding for any fiscal year is reduced or terminated by the Board of Education for purposes of this Agreement, the District shall have the option to either cancel this Agreement with no liability occurring to the District, or offer an amendment to this Agreement to Contractor to reflect the reduced amount.

34. CONTRACTOR CERTIFICATIONS AND RESPONSIBILITIES

34.1 Contractor agrees to perform the Services.

i. Contractor shall familiarize itself with, and perform, the Services in accordance with applicable federal, California and local law, specifically including, without limitation, regulations promulgated by the United States Department of Agriculture and the State of California mandate that any Contractor agent or employee, likely to have more than limited contact with District students, must comply with that state's fingerprinting and background check requirements. Contractor acknowledges that applicable law may require compliance with standards applicable to the District, specifically, and/or school districts, generally, as well as municipal and public agencies, public and private utilities and special districts whose facilities and/or services may be affected by work under this Agreement.

ii. Without limiting the generality of Section 4.2 above, Contractor specifically commits to comply with:

- The California Agricultural Labor Relations Act (Cal. Labor Code Secs. 1140-1166.3);,
- All applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387, violations of which must be reported to the United States Department of Agriculture and the Regional Office of the Environmental Protection Agency; and
- Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201.

34.2 Contractor shall be fully responsible for identifying, securing and maintaining, at its own expense, such licenses and permits as are required by law in connection with the Services. Copies of such licenses and permits shall be provided immediately to the District upon request. Contractor shall notify the District immediately of any suspension, termination, lapse, non-renewal or restriction of or on any required license or permit.

35. SUBCONTRACTORS AND OTHER CONTRACTOR AGENTS

35.1 Contractor has the right to engage others to assist in the performance of the Services. Contractor shall be responsible for paying all compensation owed to any subcontractors, employees or other agents (collectively, "**Agents**") it engages and for paying, withholding and/or remitting, to the appropriate government agency, any applicable employment taxes that might be owed with respect to that compensation.

35.2 While Contractor shall retain the exclusive right to determine which Agents Contractor shall engage under this Agreement, Contractor agrees to promptly discontinue the use, for services performed under this Agreement, of any Agent with respect to which the District objects for cause.

35.3 Contractor assumes full responsibility for the acts and/or omissions of Contractor's Agents as they relate to performance of this Agreement.

36. ADDITIONAL FOOD RELATED REPRESENTATIONS AND WARRANTIES

36.1 As a condition of this Agreement, Contractor agrees to comply with the Districts' Contractor Code of Conduct attached hereto as EXHIBIT C and made a part hereof.

36.2 Notwithstanding any other provision of this Agreement, Contractor hereby acknowledges that the District has determined to enter into this Agreement with Contractor in reliance, in part, on the veracity of the representations made by Contractor in Contractor's proposal in response to the District's Request for Proposal No. 2000000965 (Strategically-Sourced Perishable Foods), issued February 29, 2016. Contractor hereby warrants to provide the Services in the manner represented in the aforementioned Contractor proposal.

36.3 Contractor hereby certifies that Contractor currently has in place, the appropriate licenses and other credentials to provide the Services.

36.4 If the Products include fresh produce, Contractor specifically represents, without limiting the generality of the last preceding section, that Contractor has a current, valid license issued under the U.S. Perishable Agricultural Commodities Act (a "**PACA License**"). Contractor warrants that Contractor will maintain a PACA License in effect throughout the term of this Agreement.

36.5 Contractor certifies that a food and related supplies security program is in place in the facility where the Products will be stored or produced, which program covers the manufacturing, handling, storage, transportation, and distribution of the Products, and addresses at least the following areas:

36.5.1 Food Security Plan Management (including HACCP, where applicable, and Good Manufacturing Practices as established by the United States Department of Agriculture),
36.5.2 Outside Security,
36.5.3 Inside Security,
36.5.4 Processing Security,
36.5.5 Storage Security,
36.5.6 Shipping and Receiving Security,
36.5.7 Water and Ice Supply Security,
36.5.8 Mail Handling Security, and
36.5.9 Personnel Security.

36.6 Furthermore, Contractor warrants the safety and wholesomeness of the food product it supplies the District under this Agreement.

36.7 Contractor will be responsible for ensuring that the Products comply with the nutritional requirements to which food served by the District is subject. Those requirements, which may be modified from time to time, currently are contained in the following documents, which can be found at: http://achieve.lausd.net/Page/1072 :

36.7.1 Approved Beverages List
36.7.2 Approved Snacks List
36.7.3 AB 626
36.7.4 CDE Management Bulletin AB626
36.7.5 LAUSD Bul. 4994.0 – Vendors at or Near School Campuses
36.7.6 LAUSD Bul. 6292.0 – Guidelines for Sales and Service of Non-School Meal Program
36.7.7 Food/Beverages on School Campus
36.7.8 LAUSD Food and Nutrition Policy Motion
36.7.9 LAUSD Food and Nutrition Implementation Plan
36.7.10 LAUSD Publication 464-Elementary
36.7.11 LAUSD Publication 465-Secondary
36.7.12 LAUSD Wellness Policy Blueprint
36.7.13 SB 12 Fact Sheet
36.7.14 SB 965 Fact Sheet

36.8 Contractor agrees to provide the District Product Information Sheets for, and descriptions of the nutritional content of, all items Contractor would propose to offer the District under this Agreement and agrees further to provide the District samples of the same upon the District's request. The District may determine not to accept any product found by the District not to satisfy the District's nutritional requirements.

36.9. Acknowledging that taste, acceptable to District students, is an important aspect of a quality food product, Contractor agrees that the District may also decline to accept any product that fewer than 75% of taste-testing District students find acceptable, provided the product is taste-tested by at least 20 students.

36.10 With respect to the District's "Sweat-free Procurement Policy" set forth as EXHIBIT D to this Agreement:

36.10.1 Contractor certifies that all goods and/or services will be manufactured, supplied, and/or provided in compliance with the applicable labor laws and non-poverty wage standards of the country or countries of origin;

36.10.2 Contractor will abide by all other provisions of the District's Sweat-Free Procurement Policy; and

36.10.3 Should the District find that Contractor, or any of its Agents, is in violation of the aforementioned policy, Contractor shall be subjected to the consequences for violation, which may include, without limitation, damages, contract termination, and/or vendor debarment.

36.11 With respect to the manufacturing facility where Contractor will be storing or producing the Products:

36.11.1 Contractor will permit up to five (5) District representatives to inspect the facility, at reasonable times and on reasonable notice at least once per year during the term of this Agreement and at such other times as the District may reasonably request; and

36.11.2 Contractor shall ensure that the facility is inspected and evaluated at least annually by an independent accredited food safety-auditing firm and will provide the records and reports of such evaluations to the District upon the District's request.

36.12 Contractor expressly warrants its performance in accordance with:

36.12.1 The Good Food Purchasing Plan submitted with Contractor's Proposal and attached to this Agreement as Exhibit F, which, by this reference is incorporated into this Agreement and

36.12.2 The Good Food Purchasing Pledge starting on Page 62, submitted with Contractor's Proposal, a copy of which is attached to this Agreement as **Exhibit H** and hereby incorporated into this Agreement by this reference.

37. BIDDER'S PEST CONTROL POLICY/STORAGE FACILITY SANITATION

The District has pest control procedures in place at all of its storage facilities for food items and related products. In order not to compromise these procedures, the District will not knowingly enter into any agreement for delivery of these types of product where questionable cleaning and pest control conditions exist. Therefore, any product delivered, as a result of this solicitation must have an audit trail that clearly demonstrates appropriate handling and storage practices; this will include providing proof of established sanitation procedures and an active pest control program to assure proper information. The District reserves the right to request verifiable evidence of pest control treatment. Additionally, should the Contractor change physical locations in which the product to be provided to the District is stored, the Contractor shall notify the District prior to such move. The District reserves the right to inspect the new facility for compliance with the contract requirements regarding storage facility sanitation

38. POLICY ON ENSURING THE SAFETY OF THE LAUSD FOOD SUPPLY CHAIN

It is the policy of the District that all food and beverage products adhere to the health and safety guidelines of local, state, and federal agencies, and that appropriate precautionary measures are taken to ensure the purity and integrity of the food product throughout the supply chain.

Prior to delivery, the District will require its vendors, through contract terms, to take measures to safeguard the purity and integrity of the products that they are providing during the production and transportation, prior to reaching its final destination any District site. After delivery to any District site, the District will take actions to ensure the security, safe transportation, delivery, handling, and distribution of foodstuffs within the District system.

39. FDA'S BIOTERRORISM REGULATION - REGISTRATION OF FOOD FACILITIES

The U.S. Food and Drug Administration (FDA) under the Public Health Security and Bioterrorism Preparedness and Response Act, published on October 2003, requires domestic and foreign facilities that manufacture/process, pack, or hold food for human or animal consumption in the United States to register with the FDA. In the event of a potential or actual bioterrorism incident or an outbreak of food-borne illness, the registration information will help FDA to determine the location and source and alert all facilities that may be affected.

In accordance with the Bioterrorism Act, the District requires all manufacturing plants and storage facilities used to fulfill the contract requirements to comply by registering with the FDA. For further information, visit FDA's official site at www.cfsan.fda.gov/~dms/fsbtac12.hmtl. Each site must be registered prior to the close of the bid in order to be considered for an award or may be ruled non-responsive. Proof of registration, such as the confirmation letter/email, for each site must be

submitted with the bid or may be ruled non-responsive. Confidential information on the confirmation letter/email must be blackened prior to submission.

40. APPLICABLE "BUY AMERICAN" PROVISIONS

Federal regulations require that to the maximum extent possible, only domestic products are purchased consistent with the "Buy American" provisions of Public Law (P.L.) 100-237 when purchasing commodities for the school lunch program. Therefore, bids offering product and/or product ingredients manufactured or grown in the United States may be given priority for award under this solicitation. This policy will allow for an exception only in the case when an acceptable product is not available domestically, in which case other countries of origin may be considered or purchase.

41. NOTICE

Any notice pursuant to this Agreement shall be deemed given when deposited in certified mail, all charges prepaid, and addressed as follows:

District: Chief Procurement Officer
Los Angeles Unified School District
28th Floor
333 South Beaudry Avenue
Los Angeles, CA 90017

With a copy to:
Director, Food Services
Los Angeles Unified School District
28th Floor
333 South Beaudry Avenue
Los Angeles, CA 90017

Contractor: _____
_____
_____
_____

Attention: _____

42. PERSONS AUTHORIZED TO SIGN ORDERS

No person other than the signatory to this Agreement and those named below are authorized by Contractor to accept orders placed by the District under this Agreement.

Names/Titles

_____

_____

_____

43. WAIVER

Any waiver by either party of any violation of, breach of or default under, any provision of this Agreement by the other party shall not be effective unless stated specifically in writing and shall not be construed as, or constitute, a continuing waiver of such provisions, or waiver of any other violation of, breach of, or default under any other provision of this Agreement.

44. THIRD PARTIES

Nothing expressed in, or implied by, this Agreement is intended, or shall be construed, to confer upon or give any person or entity any rights or remedies under, or by reason of, this Agreement, except as specifically provided for herein.

45. TIME IS OF THE ESSENCE

The time within which the Services are to be provided hereunder is of primary importance and of the essence of this Agreement.

46. SURVIVAL

Notwithstanding the expiration or earlier termination of this Agreement or any portion of it, the parties shall continue to be bound by those provisions that, by their nature survive such expiration or termination, specifically including without limitation, those provisions that relate to indemnification and confidentiality.

47. PUBLIC RECORDS ACT

All records, documents, and other material relating to the District's business, including materials submitted by Contractor during the course of this Agreement, shall be deemed public records. Said materials are subject to the provisions of the California Public Records Act (Government Code Sections 6250, et seq.). The District's use and disclosure of its records will be governed by that act.

Those elements in each Bid which are trade secrets as that term is defined in Civil Code section 3426.1(d) or otherwise exempt by law from disclosure and which are prominently marked as "TRADE SECRET", "CONFIDENTIAL", or "PROPRIETARY" may not be subject to disclosure. However, it is incumbent on the Bidder to assert any rights to confidentiality and to seek and obtain a court order prohibiting the release of such information. Under no circumstances, will the District be responsible or liable to the Bidder or any other party for the disclosure of any such labeled information, whether the disclosure is required by law or a court order or occurs through inadvertence, mistake, or negligence on the part of the District or its officers, employees, and/or Contractors.

The Bidder, at its sole expense and risk, shall be responsible for prosecuting or defending any action concerning the information contained in the Bidder's bid and shall hold the District harmless from all costs and expenses, including attorneys' fees, in connection with such action.

48. CONTRACTOR INTERACTION WITH MEDIA AND PUBLIC

48.1 The District shall review all District-related copy (including, but not limited to, the name and/or logo of the District or any District school) proposed to be used by Contractor for advertising or public relations purposes (including, but not limited to, news releases) prior to publication. Contractor shall not allow District-related copy to be published in its advertisements and public relations materials prior to receiving the District's approval. Contractor shall ensure that all published information is factual and accurate.

48.2 Contractor shall refer all inquiries from the news media related to this Agreement to the District. Contractor also shall comply with any procedures or instructions from the District regarding statements to the media relating to this Agreement.

49. BUDGET CONTINGENCY

If funding for any District fiscal year is reduced or terminated by the District's Board of Education for purposes of this Agreement, the District shall have the option to either cancel this Agreement with no liability occurring to the District, or offer an amendment to this Agreement to Contractor to reflect the reduced amount.

50. VOLUME REBATE

Contractor shall rebate to the District one percent (1%) of the value of all purchases made by the District in excess of twenty percent (20%) of the Maximum Contract Value. Contractor shall pay such rebated amount to the District within 45 days following the day on which 20% of the Maximum Contract Value is first exceeded and within 45 days after the expiration of each subsequent month in the term of this Agreement thereafter. The District shall notify the Contractor that purchases have exceeded 20% of the Maximum Contract Value by way of a Purchase Order history report and then will provide an updated report on a monthly basis thereafter.

51. WORK-BASED LEARNING PARTNERSHIP COMMITMENT

51.1 Contractor hereby warrants to provide the Services and the WBLP(s) in the manner represented in Contractor's Proposal.

51.2 Specifically with respect to the WBLP(s), Contractor agrees to:

51.2.1 Work with District Linked Learning office representatives to:

i. Determine what aspects of the WBLP(s) will be implemented at what time,

ii. Who will be the best-suited WBLP participants where the WBLP anticipates the participation of District students or staff and

iii. Otherwise refine and finalize the WBLP;

51.2.2 Appropriately supervise WBLP participants when those participants are on a Contractor-controlled site or otherwise in the care and under the direction of Contractor as WBLP participants;

51.2.3 Take reasonable precautions to keep WBLP participants out of harm's way;

51.2.4 Comply with this Agreement's Equal Employment Opportunity requirements with respect to student WBLP participants as though those students were prospective Contractor employees;

51.2.5 Refrain from using images of District WBLP participants or disclosing student names or data without:

i. The prior written consent of the WBLP Program Administrator and

ii. The written consent of those WBLP participants or their parents, as appropriate;

51.3 Furthermore, with respect to Contractor's WBLP, Contractor acknowledges that:

51.3.1 The District is free to publicize its positive experiences with the Contractor and, if applicable, is also free to share, with other school districts or organizations that inquire, whatever frustrations it may have experienced in Contractor's implementation of Contractor's WBLP(s);

51.3.2 The District will, of course, share Contractor's name, information regarding Contractor's business and regarding Contractor's proposed WBLP(s) with District schools seeking partners;

51.3.3 The District will also identify Contractor in District documentation regarding the District's Linked Learning program;

51.3.4 The District may photograph participating Contractor representatives and publish those photographs in District promotional and reporting materials relating to the District's Linked Learning program; and

51.3.5 Should Contractor fail to provide the WBLP, in particular, as provided herein, then, in addition to all other remedies to which the District may be entitled, at law and in equity, the District may take Contractor's failure to perform as promised into consideration in the event Contractor is under consideration to provide services to the District in the future.

52. NON-SPECIFICALLY PRICED (NSP) ITEMS

The District reserves the right, but is not required, to acquire items not specifically identified in the rate schedule. Bidders that have product or service offerings that are in addition to those specified within this IFB solicitation, referred to as "Non-Specifically Priced" (NSP) items, may make such offerings available to the District for consideration and purchase. Bidder shall provide two (2) hard copies and one (1) electronic copy in Excel format of the catalog, published price list, or any publicly available document/ price list at the time of bid submission, which clearly establishes a fixed price for such NSP items offered, including a specific percentage of discount off such catalog or price list. If a publically available price list is not available for those items the District wishes to acquire and is not currently requested in this RFP, the District is willing to negotiate in good faith to establish a fair and reasonable price. The percentage of discount(s) offered shall not decrease, or at a minimum, shall remain "unchanged" during the entire term of the agreement. The catalog/ published price list shall be the most currently published, within 180 days from the closing date or later, and shall be in effect until the next catalog/ published price list and electronic copy have been submitted. Contractor(s) subsequent catalogs/ published price lists, and electronic copy, shall be submitted to the District Authorized Representative to become effective ten (10) business days thereafter.

For NSP items, the bidder(s) awarded contract(s) under this RFP will be asked for written price quotations. The quotation shall include, but is not limited to, current accepted catalog/ published price, the percentage discount offered in this RFP, or better, and net discounted cost.

53. HEADINGS

The section headings contained in this Agreement are intended for convenience only and shall not affect the meaning or interpretation of the Agreement or any of its provisions.

LOS ANGELES UNIFIED SCHOOL DISTRICT

By: LOS ANGELES UNIFIED SCHOOL
DISTRICT BOARD OF EDUCATION

By: _____
George Silva
Chief Procurement Officer

Dated: _____

[CONTRACTOR]

By: _____

Name: _____

(Print Name)

Title: _____

Dated: _____

Fed. Tax I.D. #: _____

Exhibit A

**Product Schedule**

*Product Schedule Currently Attached Separately as Attachment A of this RFP and as an Excel File*

Contractor shall rebate to the District one percent (1%) of the value of all purchases made by the District in excess of twenty percent (20%) of the Maximum Contract Value. Contractor shall pay such rebated amount to the District within 45 days following the day on which 20% of the Maximum Contract Value is first exceeded and within 45 days after the expiration of each subsequent month in the term of this Agreement thereafter.

Exhibit B

**[STATEMENT OF WORK]**

Exhibit C

**[CONTRACTOR CODE OF CONDUCT]**

Exhibit D

**LAUSD Sweat-free Procurement Policy**

It is the policy of the Los Angeles Unified School District (LAUSD) that all products and/or services purchased by the District be manufactured and supplied in compliance with applicable labor and wage laws governing the countries of its origin. For the purposes of establishing a non-poverty wage, the LAUSD uses the definition of non-poverty wages as formulated by the Union of Needletrades, Industrial and Textile Employees (UNITE), utilizing the Department of Health and Human Services' guidelines to determine non-poverty wages domestically. Internationally, the LAUSD recognizes the World Bank's Gross National Income Per Capita Purchasing Power Parity figures to determine comparable wages in other countries. Purchases by the LAUSD will be restricted to only those products and/or services that have been manufactured without the illegal use of "sweatshop" (including exploitive "child," "forced," "convict," and "indentured") labor.

**Prior to any award, the LAUSD will require its bidders/contractors to certify adherence to the provisions of the District's Sweat-Free Procurement Policy. This Sweat-Free Procurement Policy includes the following principles/requirements:**

- **Safe and healthy working conditions**
- **Prohibition of child labor**
- **Disclosure of manufacturing plant locations**
- **Verification and enforcement mechanisms**
- **Compliance with applicable codes**
- **Penalties for violations**
- **Responsible bidder forms**
- **Non-poverty wage standard (domestic and international)**

Contractors will denote compliance to these provisions by signing a Sweat-Free Procurement Policy certification, which will extend to their subcontractors.

**The consequence of any violation by the contractor to the aforementioned laws and provisions may result in action being taken by the District against the contractor. Through Memorandums of Understanding (MOU), information will be exchanged with various government-based investigative agencies. The District will adopt the investigative agency's findings to take appropriate actions against the contractor. The action may include, but is not limited to, agreed upon liquidated damages, contract cancellation, vendor default, and/or vendor debarment.**

Exhibit E

**School Delivery Requirements and Locations**

1. The Contractor shall be responsible for delivery **(F.O.B. Destination)** and shall pay all costs, including drayage, freight, pallets, and packaging, which shall be included in the item's unit cost. No separate charges for the preceding will be allowed, nor paid by the District. All deliveries shall be set-on the District's dock and/or pallet(s) as required by the District and must include a detailed delivery/packing slip with the District's purchase order number noted on the slip. The delivery date shall be as specified on the Purchase Order. Deliveries shall be made to: LAUSD Procurement Services Center, 8525 Rex Road, Pico Rivera, CA 90660, to the Newman Nutrition Center, 2310 Charlotte Street, Los Angeles, CA 90033, to such other location, within the geographic confines of the District, as the District may specify or to the Southern California facility of another District vendor.

2. Purchase Orders issued with "grid deliveries" (each dated delivery with minimum order quantity) shall require the first delivery on the date specified in the original purchase order and subsequent deliveries on the date specified in the District's written request (by fax or email) for the subsequent orders.

3. All orders for the Foods, Frozen/Refrigerated Department shall be delivered between the hours of 6:30 a.m. and 1:30 p.m. Deliveries to the Newman Nutrition Center shall be between 5:00 a.m. and 2:00 p.m. Delivery slips showing purchase order number must be furnished by the Contractor and accompany each shipment. Contact the Procurement Services Center's Receiving Department at (562) 654-9006 for Foods Grocery Department and/or (562) 654-9004 for Foods Frozen/Refrigerated Department, or the Newman Nutrition Center's Food Product Supervisor at (213) 625-6782.

4. PALLETIZING: For the Foods, Frozen/Refrigerated Department, delivery shall be made on standard 40" x 48" pallets as specified below, in accordance with a given option chosen by the vendor:

   **OPTION 1:** Delivery made on pallets which will become the property of the District and which meet the following specifications: Pallets: 40" (w) x 48" (L) stringer's to be constructed of new Douglas fir or equal, construction grade or better. Three (3) stringers to be 2" x 4" x 48" long Top deck boards – two (2) pieces 1" x 4" x 40" and six (6) pieces 1" x 4" x 40". Bottom deck boards – two (2) pieces 1" x 6" x 40". Three (3) pieces 1" x 4" x 40". Stringers to have two (2) cut-outs 10" length by 1-1/2" high, 6" from the end of each stringer. The deck boards and stringers to be fastened with 2-1/2" drive nails, three (3) per each bearing point and to be machine nailed in a staggered line to lend strength and prevent splitting. Nails are to be counter-sunk so that the head of each nail is below the surface of the deck boards, rendering them unable to damage material to be loaded on the pallet.

   **OPTION 2:** Delivery made on pallets meeting the above specification which will be exchanged for the District's pallets at the District's dock.

   **OPTION 3:** Delivery made on pallets not meeting the above specification (Option 1) or are broken/unsafe: The vendor or his consignor shall unload pallets onto pallets furnished by the District. All charges shall be indicated in the unit price.

**NOTE:** All costs for palletizing shall be included in the unit pricing.

5. For all District sites, products shall be delivered in trucks that will maintain frozen products at a temperature not exceeding 10° Fahrenheit, refrigerated products at a temperature not exceeding 41° Fahrenheit, and a maximum height of 66" for all products delivered. Only freezer trucks for frozen products and refrigerated trucks for refrigerated product shall be used. Products that are delivered

exceeding the above stated temperature requirements will be rejected. The Contractor shall ensure that all new stock shall be stored in the back and rotate forward the older stock.

Contractor shall provide product that is free of leaks and has been packaged and shipped in sanitary cartons. If leakage occurs, Contractor shall immediately exchange product and clean the storage area prior to placing new/replacement stock.

6. **LABELING**: Contract will ensure that each individual package/carton of Products delivered to a District location will be clearly marked to show:
    1. The product's description, weight, product code (either Contractor's or the District's with an indication of whether the product code is Contractor's or the District's) and date of production and
    2. The minimum shelf life for the Products.
7. PACKAGING AND IDENTIFICATION
    - **a. Packaging:** Items shall be packaged sufficiently to protect them from damage during transit. Packaging which will minimize breakage and maintain freshness will be give consideration in the evaluation for purchase. Only new cartons shall be used for packaging.
    - **b. Packing Slip:** Shall have the District Purchase order number, contents, quantity, and description.
    - **c. If Not Properly Packaged or Identified,** deliveries may be rejected, and all cost (return and re-delivery) shall be at the Contractor's expense. Products shall be labeled with product name, weight, and case count. Each individual case to have a production code stamp..

8. PRODUCT SUBSTITUTION/MANUFACTURER'S BRAND CHANGE

**This contract does NOT allow for product substitutions without written authorization by an Authorized District Representative.** If during the course of the contract there is a manufacturer's brand change, the Contractor/Manufacturer representative shall not automatically substitute product. Contractor shall submit specifications, Los Angeles Unified School District Product Formulation Statement, and/or a sample (upon request), for approval prior to any future shipment.

If the new brand is accepted, all other terms, conditions and prices shall remain in effect. No substitutions shall be made without prior written permission by the District.

9. VEHICLE SAFETY AND SECURITY

It shall be the responsibility of the Contractor to ascertain the District Branch or Office under whose direction the service shall be performed. The rules and regulations pertaining to safe driving on school grounds, and surrounding neighborhoods particularly when students and children are present, must be adhered to. The Contractor's drivers shall exercise extreme caution at all times and be sensitive to community concerns regarding excessive noise.

Drivers entering school premises when school is not in session shall lock any gate or door to which they have access, both when entering and/or leaving the grounds. Gate keys, as may be required, will be furnished by the District Branch or Office supervising the service. Any unusual condition noted by drivers, such as gates or doors found unlocked or open or evidence of vandalism, should be reported to the School Police Department of the Los Angeles Unified School District, Tel: (213) 625-6631 (24 – hour telephone number).

Considering that many of the District's schools are located in community neighborhoods, the Contractor shall have their drivers observe all applicable ordinances and/or restrictions pertaining to operating times and noise abatement.

Any Contractor, whose business operation requires a DMV Biannual Inspection of Terminal (BIT), must do so under the terms of this contract. The Contractor shall immediately notify the District of any inspection failure.

10. SAFE AND QUIET DELIVERY

In order to be compliant with local city ordinances and state vehicle codes, it is imperative all appropriate action be taken to minimize the noise level when delivering products to schools while taking into account vehicle safety issues. It is critical all deliveries be made without any disturbances to the many neighborhoods and communities that surround the schools.

11. PRODUCT FORMULATION STATEMENTS

Contractor agrees to provide the District Product Formulation Statements for, and descriptions of the nutritional content of, all items Contractor would propose to offer the District under this Agreement and agrees further to provide the District samples of the same upon the District's request. The District may determine not to accept any product found by the District not to satisfy the District's nutritional requirements.

**Additional Requirements Related to Food-delivery to District School Sites**

1. FOOD ALLERGENS
   Effective January 1, 2006, all food processors are required to disclose whether policies or procedures are in effect to prevent cross contamination between products that contain potential allergens and those that do not.

2. NATIONAL LUNCH PROGRAM REQUIREMENTS
   When information regarding the National School Lunch Program (NSLP) is requested in the following Specifications, refer to the Food Buying Guide for Child Nutrition Programs, (Program Aid Number 1331), revised 2001 by FNS of USDA to determine the meal requirements and equivalents met by each food item.

3. COMMUNICATION (CELLULAR)
   It shall be the responsibility of the Contractor to ensure that its drivers have cellular or SMART phones as a means to communicate with the LAUSD School Police for the enhancement of their safety.

4. SAFETY AND SECURITY
   The Contractor shall comply with District security regulations, including alarm shut-off and turn-on procedures, as specified by the School Police Security Section. Each driver must notify the school police in advance of his/her intent to enter a site during non-business hours either by radio or telephone at (213) 625-6631. The District's Security Section responds to school alarms. If the contractor's employees fail to shut off alarms and the Security Section must respond to a false alarm, the Contractor shall be charged $100 for each response after the third false alarm during the contract period.

   Contractor's representative driving motor vehicles on school grounds must use extreme caution during times when schools are in session. Drivers entering school premises when school is not in session shall lock any gate or door to which they have access both when entering and/or leaving grounds. Any unusual condition noted by drivers such as gates or doors found unlocked and/or open, evidence of vandalism, power failure, fire, water damage, gas leak, etc. must be reported immediately to the School Police Department's Watch Commander at (213) 625-6631.

6. KEYS

Keys for cafeterias, alarm systems and gates to facilitate deliveries will be provided by the District. The District's Lock Shop shall issue keys to the Contractor within five (5) working days after receipt of the Contractor's telephone request and will maintain a record of the keys issued to the Contractor. He Contractor or their employees shall not duplicate keys. The Contractor shall not code the keys by school name. Information concerning keys may be obtained from:

Central Shops Lock Department
1240 South Naomi
Los Angeles, CA 90021
(213) 745-1650

If a location served by the contractor is re-keyed for the convenience of the District, the Lock shop will contact the District's Food Services Division to arrange for the exchange of the keys at the Lock Shop.

The Lock Shop does not provide keys for the "inside" walk-in refrigeration in some schools. These keys must be obtained from the Cafeteria Managers at those locations.

7. REPLACEMENT OF KEYS

The Lock Shop shall provide replacement keys within three (3) working days after request from the Contractor. The Contractor must return the keys that are being replaced to the Lock Shop.

8. REPORTING AND REPLACEMENT OF LOST KEYS

Any losses of keys by the Contractor or their employees shall be reported within 24 hours. The Contractor shall contact the Lock Shop at (213) 745-1650, the District's School Police Security Section at (213) 625-6631, and the Procurement Services Center at (562) 654-9007.

The contractor shall be held financially responsible for losses of/or to District property resulting from keys lost.

The District will determine if locks for lost keys need to be re-keyed. If so, the Contractor shall be charged a fee of $46 for each lock (a cafeteria may have 5 – 12 locks that must be re-keyed).

If the District has determined that re-keying of the locks is not necessary, then the Lock Shop shall issue replacement of the lost keys within two (2) working days after notification from the Procurement Services Center.

9. RETURNING OF KEYS

If the Contractor is not awarded the subsequent contract, the Contractor is responsible for returning all keys to the Lock Shop before the final payment on the contract is processed. All keys pertaining to each school must be placed in a sealed envelope identified by the school's name.

Keys that are not returned clearly labeled in an envelope per school shall be returned to the Contractor and final payment will be held until it is done.

The Lock Shop shall be responsible for notifying the District's Accounts Payable Branch to hold the final payment until all keys are returned. Charges for missing keys will be deducted from final payment.

If the Contractor fails to return all keys that were issued within 2 working days after the contract has expired, the Lock Shop shall charge $46 for each key not returned and notify Accounts Payable Branch of the total charges to be deducted from the final payment.

10. TRANSITION BETWEEN CURRENT AND NEW CONTRACTOR
In order for a smooth transition between the current and new contractor, the District may require an extension of 1 – 3 months to take place from the current contractor. This extension shall take place without any price changes except that of Class I, II, III, IV, and orange juice products.

11. FEDERAL/STATE INSPECTION
All products furnished under this bid must be Federal or State inspected. All manufacturer's or purveyor's plants must be Federal or State inspected.

12. DISTRICT INSPECTION OF BIDDER'S FACILITY
As part of the District's evaluation process, the District reserves the right to inspect the facilities of the Bidder prior to award of the Contract. If representative(s) of the District determine after such inspection that the Bidder may not be capable of providing proper and satisfactory service/product to the District, the Bidder may not be considered for an award. Additionally, the District reserves the right to inspect the Contractor's facility during the contract period at any time during normal business hours upon prior notice. Bidder may also be required to show evidence of its ability to furnish standard material from identified manufacturer(s). if a bidders is located out of town/state and/or products bid are manufactured out of town/state, the Bidder shall bear the transportation (both air and land) costs and accommodations of not more than three (3) District representatives, if an inspection of the facility is necessary, as determined by the District. NOTE: Should an approved facility be vacated by the Contractor, a re-inspection will be required under the same conditions for the new facility.

Exhibit F

**Good Food Purchasing Guidelines**

*[From the RFP]*

Exhibit G

**Chicken Standard**

*[From P. 9 of the RFP]*

## Contractor Code of Conduct

## LOS ANGELES UNIFIED SCHOOL DISTRICT
**(Adopted 11/02, revisions effective 11/06)**

**Preamble**

Los Angeles Unified School District's Contractor Code of Conduct was adopted to enhance public trust and confidence in the integrity of LAUSD's decision-making process. This Code is premised on three concepts:

- *Ethical and responsible use of scarce public tax dollars is a critical underpinning of effective government*
- *Contracting integrity and quality of service are the shared responsibilities of LAUSD and our Contractors*
- *Proactive and transparent management of potential ethics concerns improves public confidence*

This Code sets forth the ethical standards and requirements that all Contractors and their Representatives shall adhere to in their dealings with or on behalf of LAUSD. Failure to meet these standards could result in sanctions including, but not limited to, voidance of current or future contracts.

**1. Contractors**

All LAUSD Contractors and their Representatives are expected to conduct any and all business affiliated with LAUSD in an ethical and responsible manner that fosters integrity and public confidence. A "Contractor" is any individual, organization, corporation, sole proprietorship, partnership, nonprofit, joint venture, association, or any combination thereof that is pursuing or conducting business with and/or on behalf of LAUSD, including, without limitation, consultants, suppliers, manufacturers, and any other vendors, bidders or proposers. A Contractor's "Representative" is also broadly defined to include any subcontractors, employees, agents, or anyone else who acts on a Contractor's behalf.

**2. Mission Support**

LAUSD relies on Contractors and their Representatives to support our LAUSD mission statement of *"educating students to a higher level of achievement that will enable them to be responsible individuals and productive members of the greater society."* Contractors and their Representatives must provide high-value products, services and expertise which advance LAUSD's mission or provide mission-related benefits that support our goals for the students, employees, stakeholders, and the communities we serve.

**3. Ethical Responsibilities**

All LAUSD contracts must be developed and maintained within an ethical framework. LAUSD seeks to promote public trust and confidence in our contracting relationships and we expect every individual, regardless of position or level of responsibility, who is associated with an LAUSD procurement process or contract, to commit to exemplifying high standards of conduct in *all phases* of any relationship with LAUSD.

Given that the business practices and actions of Contractors and their Representatives may impact or reflect upon LAUSD, strict observance with the standards in this Code, all applicable local, state and federal laws, and any other governing LAUSD policies or agreements is not only a minimum requirement for all Contractors and their Representatives, but an ethical obligation as well.

In addition to any specific obligations under a Contractor's agreement with LAUSD, all Contractors and their Representatives shall comply with the following requirements:

A. *Demonstrate Honesty and Integrity* – Contractors shall adhere to the highest standards of honesty and integrity in all their dealings with and/or on behalf of LAUSD. As a general rule, Contractors must exercise caution and avoid *even the appearance of impropriety or misrepresentation*. All communications, proposals, business information, time records, and any other financial transactions must be provided truthfully, accurately, and completely.

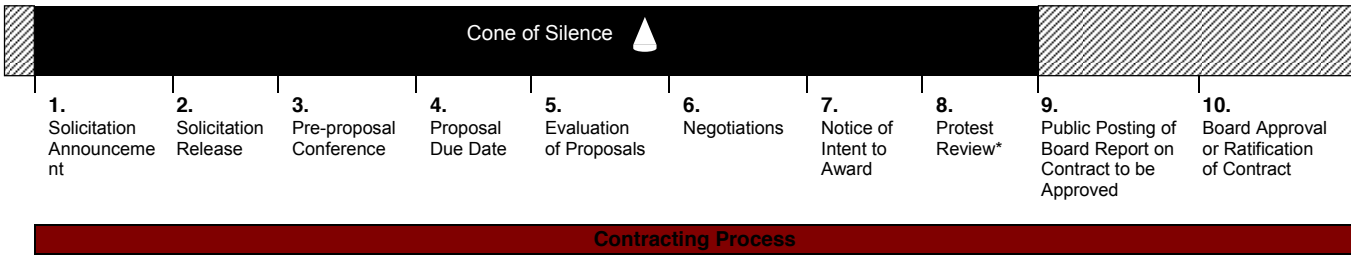
B. *Be a Responsible Bidder* – Contractors shall demonstrate a record of integrity and business ethics in accordance with all policies, procedures, and requirements established by LAUSD.

(1) Critical Factors – In considering a Contractor's record of integrity and business ethics, LAUSD may consider factors including, but not limited to: criminal investigations, indictments, injunctions, fines, convictions, administrative agreements, suspensions or debarments imposed by other governmental agencies, tax delinquencies, settlements, financial solvency, past performance, prior determinations of failure to meet integrity-related responsibilities, and violations by the Contractor and its Representatives of any LAUSD policies and Codes in prior procurements and contracts. LAUSD reserves the right to reject any bid, proposal and contract, and to impose other sanctions against Contractors who fail to comply with our district policies and requirements, or who violate the prohibitions set forth below in Section 6, Prohibited Activities.

C. *Maintain the Cone of Silence* – Contractors shall maintain a Cone of Silence during required times of the contracting process to ensure that the process is shielded from even the appearance of undue influence. Contractors and their Representatives risk disqualification from consideration and/or other penalties outlined in Section 8, Enforcement Provisions, if they engage in prohibited communication during the restricted period(s).

(1) Competitive Contracting Process – To ensure a level playing field with an open and uniform *competitive* contracting process, Contractors and their Representatives must maintain a Cone of Silence from the time when an Invitation for Bid (IFB), Request for Proposal (RFP), Request for Interest and Bid (RFIB), Request for Quote, Request for Qualification, or any other solicitation release is announced until the time a contract award recommendation is made public by the Board Secretariat's posting of the board report for the contract to be approved. During the time under the Cone of Silence, Contractors and their Representatives are prohibited from making any contact on any part of a proposal, negotiation or contract with any LAUSD official as this could appear to be an attempt to curry favor or influence. An "LAUSD official" is broadly defined to include "any board member, employee, consultant or advisory member of LAUSD" who is involved in making recommendations or decisions for LAUSD.

*Schematic of LAUSD's Competitive Contracting Process* (Illustrative Only)




*Lobbying in this period may require registration and disclosure in LAUSD's Lobbying Disclosure Program, if the triggers are met.*

* Note: Protests can sometimes extend past the contract approval process

(a) Prohibited Communication – Examples of prohibited communication by Contractors and their Representatives under the Cone of Silence include, but are not limited to:

(i) contact of LAUSD Officials, including members of the department initiating a contract, or members who will serve on an evaluation team for any contract information that is not uniformly available to all other bidders, proposers or contractors;

(ii) contact of LAUSD Officials, including Board Members and their staff, to lobby on any aspect relating to a contract matter under consideration, negotiation, protest or dispute;

(iii) contact of LAUSD Officials in the particular department requesting a competitive contract to discuss other business or partnership opportunities.

(b) Exceptions – The following are exceptions to the Cone of Silence:
(i) open and uniform communications which are made as part of the procurement process such as the pre-bid or pre-proposal meetings or other exchanges of information which are given to all proposers;
(ii) interviews or presentations to evaluation committee members which are part of the procurement process;
(iii) clarification requests made in writing, under the terms expressly allowed for in an LAUSD contracting document, to the appropriate designated contract official(s);
(iv) negotiations with LAUSD's designated negotiation team members;
(v) protests which follow the process outlined by LAUSD's protest policies and procedures; and
(vi) requests for technical assistance approved by LAUSD contract officials (for example questions relating to LAUSD's Small Business Enterprise Program, or requests for formal guidance on ethics matters from the Ethics Office).

(2) Non-Competitive Contracting Process – To ensure the integrity of the non-competitive contracting process, Contractors and their Representatives must maintain a Cone of Silence from the time when a proposal is submitted to LAUSD until the time the contract is fully executed. During this designated time, Contractors and their Representatives are prohibited from making any contact with LAUSD officials on any of the terms of the contract under consideration as this could appear to be an attempt to curry improper favor or influence. The only exceptions to this Cone of Silence are clarification requests made with the Contract Sponsor or the appropriate designated contract official(s) in the Procurement Services Group or Facilities Contracts Branch.

*Examples of Maintaining the Cone of Silence*

(3) Mai Vien Da is the CEO of a firm that wants to do business with LAUSD. She is at a party when she sees the head of the LAUSD division that has just issued an RFP that her company is interested in bidding on.

*Mai can say "hello," but she must not discuss her proposal or the contracting process at all with the division head.*

(4) Mai is also interested in having her sales team meet with LAUSD officials district-wide to promote her firm's services, so that they can sell work on smaller projects that do not need to be competitively bid.

*Mai and her employees may attempt to meet with district officials to discuss potential services outside of a competitive process, but she needs to recognize that her marketing activities may require her to register her firm and her employees in LAUSD's Lobbying Disclosure Program.* (See Section 5, Disclosure Obligations).

D. *Manage Potential Conflicts* – Contractors shall disclose all potential or actual conflicts to LAUSD on an ongoing basis with a Meaningful Conflict Disclosure. A "Meaningful Conflict Disclosure" is a written statement to LAUSD which lays out full, accurate, timely, and understandable information with regard to any potential conflicts involving Contractors and their work for LAUSD. The specific requirements for a Meaningful Conflict Disclosure are set forth in Section 3.D.(2) below. LAUSD relies on these proactive disclosures by Contractors to manage potential conflicts before they become actual conflicts of interest. A potential for conflict is present whenever a situation arises which creates a real or apparent advantage or a competing professional or personal interest for a Contractor. Such situations become conflicts of interest, if appropriate safeguards are not put into place. Examples of potential or actual conflicts include, but are not limited to situations when:

- a financial relationship (income, stocks, ownership, investments, loans, excessive gifts, etc.) or close personal relationship exists or has existed between a Contractor or its Representatives and a LAUSD official;

- a financial or close personal relationship exists between any officers, directors or key employees of a Contractor or its Representatives and a LAUSD official;
- a prior, current or potential employment relationship exists between a Contractor or its Representatives and a current or former LAUSD official;
- an overlap exists between work that a Contractor or its Representative performs or has performed for LAUSD and work he or she will perform on behalf of another client; or
- an opportunity arises in which a Contractor or its Representative can make a governmental decision within the scope of LAUSD contractual duties that impacts his or her personal financial interests or relationships,

Contractors and their Representatives have a *continuing* obligation to advise LAUSD proactively of any potential conflicts which may arise relating to a contract.

(1) State Conflict Standards – LAUSD is generally prohibited by California's Political Reform Act (Government Code Section 87100 ) and Government Code Section 1090 from contracting with Contractors if the Contractors, their Representatives, their officers, or any household member of the preceding serve LAUSD in any way in developing, awarding, or otherwise participating in the making of the same contract.

California law also governs situations in which there has been a financial interest between a Contractor and a public official within a 12-month window leading up to a governmental decision. It does not matter whether the impact of an existing relationship is beneficial or detrimental to the interests of the Contractors, their Representatives, or the public agency. Moreover, Government Code Section 1090 defines "making a contract" broadly to include actions that are preliminary or preparatory to the selection of a Contractor such as but not limited to: involvement in the reasoning, planning, and/or drafting of scopes of work, making recommendations, soliciting bids and requests for proposals, and/or participating in preliminary discussions or negotiations.

Any contract made in violation of Section 1090 is void and cannot be enforced. When Section 1090 is violated, a government agency is not obligated to pay the Contractor for any goods or services received under the void contract. In fact, the agency can also seek repayment from the Contractor of any amounts already paid and the agency can refer the matter to the appropriate authorities for prosecution.

(2) Meaningful Conflict Disclosure – Contractors shall provide a meaningful disclosure of all potential and actual conflicts in a written statement to the LAUSD Contract Sponsor, the Ethics Office and the contracting contact from the Procurement Services Group/or the Facilities Contracts Branch. This disclosure requirement is a continuing duty on all Contractors. At a minimum, a Meaningful Conflict Disclosure must identify the following:
   (a) names and positions of all relevant individuals or entities;
   (b) nature of the potential conflict, including specific information about the financial interest or relationship; and
   (c) a description of the suggested remedy or safeguard for the conflict.

(3) Resolution of Conflicts – When necessary, LAUSD will advise Contractors on how a disclosed conflict should be managed, mitigated or eliminated. The Contract Sponsor, in consultation with the Procurement Services Group/Facilities Contracts Branch, the Ethics Office, and the Office of the General Counsel, shall determine necessary actions to resolve any of the Contractors' disclosed conflict(s). When it is determined that a conflict must be addressed, a written notification will be made to the Contractor, indicating the actions that the Contractor and LAUSD will need to take to resolve the conflict.

*Examples of Managing Potential Conflicts*

(4) Rhoda Warrior is a consultant from Global Consulting Firm. She has been assigned by her firm to do work for a particular LAUSD department. Although she does not directly work with him, her husband, Antonio, is one of the senior officials in that department.

*Global Consulting must disclose this potential problem via a Meaningful Conflict Disclosure to LAUSD. Depending on the exact nature of her work within that department, Global Consulting*

*and the LAUSD Contract Sponsor may need to take steps to safeguard Rhoda's work from any actual conflict of interest.*

(5) Amartya Singh is a HR consultant from the Tip Top Talent Agency whose firm is providing temporary support to help LAUSD improve its recruitment efforts. Amartya is himself serving as acting deputy director for the HR division, and in that capacity has been asked to review and approve all bills for the department. In doing his work, Amartya comes across a bill for the Tip Top Talent Agency which requires approval.

*Tip Top Talent Agency must disclose the conflict and work with LAUSD to ensure that someone more senior or external to Amarty's chain-of-command is the one that reviews, evaluates, or approves bills relating to Tip Top Talent Agency. Even if Amartya decides to quit Tip Top Talent to join LAUSD, he cannot be involved with matters relating to Tip Top Talent until 12 months have passed from the date he received his last payment from the firm.*

(6) Greta Planner is a technology consultant that has been hired to design all the specifications for a group of new technology labs. One of the services that Greta will be specifying is an automated wireless projection system. As it turns out, Greta owns direct stock in a firm that manufactures these types of projection systems.

*Greta's direct stock ownership constitutes a financial interest in that company. She must disclose the potential conflict right away in writing to the LAUSD Contract Sponsor, so that the appropriate safeguards can be put in place to prevent any actual conflict.*

E. *Provide Contracting Excellence* – Contractors are expected to deliver high quality, innovative and cost-effective goods and services to LAUSD, so that the public is served with the best value for its dollars.

F. *Promote Ethics Standards* – Contractors shall be responsible for ensuring that their Representatives, regardless of position, understand and comply with the duties and requirements outlined in this Code and to ensure that their behavior, decisions, and actions demonstrate the letter and spirit of this Code. Contractors may draw upon the resources provided by LAUSD, including but not limited to those made available by the Ethics Office, the Procurement Services Group, and the Facilities Contracts Branch. Such training resources and additional information about LAUSD policies can be found on LAUSD's website (www.lausd.net).

G. *Seek Advice* – Contractors are expected and encouraged to ask questions and seek formal guidance regarding this Code or other aspects of responsible business conduct from the LAUSD Ethics Office whenever there is a doubt about how to proceed in an ethical manner. A Contractor's proactive management of potential ethics concerns is necessary and vital since this Code does not seek to address or anticipate all the issues that may arise in the course of seeking or doing business with LAUSD.

*Example of Seeking Advice*

(1) Abe Iznismann is President of Accelerated Sciences, a new company that makes supplemental teaching tools in the sciences. Over the summer, Abe hired Grace Principle, a seasoned LAUSD administrator who now works in teacher recruitment, to consult with Accelerated Sciences in developing a cutting-edge learning tool. Originally, the company planned to sell the products only to schools in other states, but now it wants to sell the products in California and possibly to LAUSD. Abe wants to work with Grace to develop a win-win strategy for offering the new tools to LAUSD at a discount.

*Accelerated Sciences needs to be very careful to ensure that Grace is not involved in any aspect relating to selling the product to LAUSD, especially since Grace has a financial interest with the firm. Remember, under California law, the mere existence of a financial interest creates a concern that will cause the good faith of any acts to be questioned, no matter how conscientious the individuals. Before undertaking any effort to sell to LAUSD, Abe or another manager at*

*Accelerated Sciences should seek out advice on other safeguarding measures to ensure that their good intentions do not inadvertently create a bad outcome for the firm or Grace.*

**4. Relationship Management**

LAUSD expects Contractors and their Representatives to ensure that their business dealings with and/or on behalf of LAUSD are conducted in a manner that is above reproach.

A. *Employ Good Practices* – Contractors and their Representatives shall conduct their employment and business practices in full compliance with *all* applicable laws, regulations and LAUSD policies, including but not limited to the following:

(1) Equal Employment Opportunity – Contractors shall ensure that there is no discrimination in hiring due to race, color, religious creed, national origin, ancestry, marital status, gender, sexual orientation, age, or disability.

(2) Health and Safety – Contractors shall provide a safe and healthy work environment and fully comply with all applicable safety and health laws, regulations, and practices.

(3) Drug Free Environment – Contractors shall ensure that there is no manufacture, sale, distribution, possession or use of illegal drugs or alcohol on LAUSD-owned or leased property.

(4) No Harassment – Contractors shall not engage in any sexual or other harassment, physical or verbal abuse, or any other form of intimidation.

(5) Sweat-Free Conditions – Contractors shall ensure that no child and/or forced or indentured labor is used in their supply chain. Contractors shall require that all goods provided to LAUSD are made in compliance with the governing health, safety and labor laws of the countries of origin. Additionally, Contractors shall ensure that workers are free from undue risk of physical harm or exploitation and receive a non-poverty wage.

B. *Use Resources Responsibly* – Contractors and their Representatives shall use LAUSD assets for LAUSD business-related purposes only unless given written permission for a specific exception by an authorized LAUSD official. LAUSD assets include: time, property, supplies, services, consumables, equipment, technology, intellectual property, and information.

C. *Protect Confidentiality* – Contractors and their Representatives shall protect and maintain confidentiality of the work and services they provide to LAUSD. All communications and information obtained in the course of seeking or performing work for LAUSD should be considered confidential. No confidential information relating to LAUSD should ever be disclosed without express authorization by LAUSD in writing, unless otherwise legally mandated.

D. *Guard the LAUSD Affiliation* – Contractors and their Representatives shall be cautious of how they portray their relationship with LAUSD to the Public. Communications on behalf of LAUSD can only be made when there is express written permission by an LAUSD official authorized by LAUSD's Office of General Counsel.

(1) LAUSD Name and Marks – Contractors shall ensure that all statements, illustrations or other materials using or referencing LAUSD or its marks and logos—including the names and logos of any of our sub-divisions, and/or any logos created by and for LAUSD—receive advance review and written approval of the relevant LAUSD division head prior to release or use.

(2) Commercial or Advertising Message – Contractors shall ensure that no commercial or advertising message, or any other endorsements—express or implied—are suggested or incorporated in any products, services, enterprises or materials developed for/or relating to LAUSD unless given written permission to do otherwise by LAUSD's Board of Education.

E. *Respect Gift Limits* – Contractors and their Representatives shall abide by LAUSD's gift limits and use good judgment, discretion and moderation when offering gifts, meals or entertainment or other business courtesies to LAUSD officials, so that they do not place LAUSD officials in conflict with any specific gift restrictions:

(1) No Contractor or their Representative shall offer, give, or promise to offer or give, directly or indirectly, any money, gift or gratuity to any LAUSD procurement official at any time.

(2) No Contractor or their Representative shall offer or give, directly or indirectly, any gifts in a calendar year to an LAUSD Official which exceed LAUSD's allowable gift limit.

*Example of Respecting Gift Limits*

(3) It's the holidays and Sue Tienda, a Contractor, wants to take a few LAUSD officials out to lunch and to provide them with gift baskets as a token of thanks for the work they have done together.

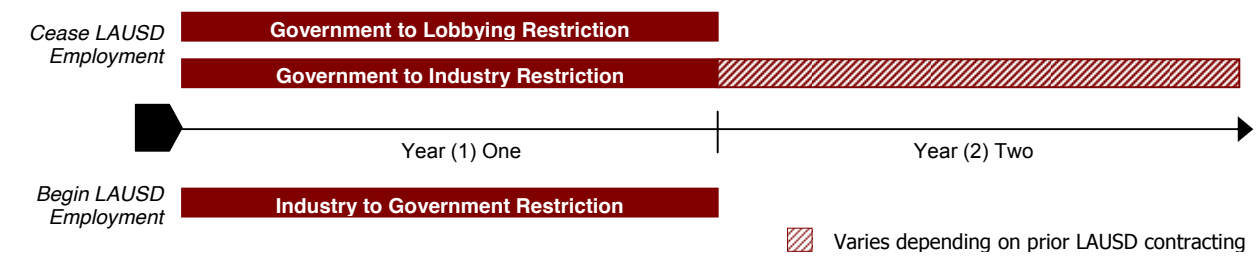
*Assuming Sue is not attempting to take out any procurement officials (since they observe a zero tolerance policy on gifts), Sue needs to respect the Board-established gift limit for LAUSD officials. Sue should also be aware that giving a gift totaling over $50 in a year to LAUSD officials will create a reporting responsibility for the officials, if they are designated Form 700 Statement of Economic Interest filers. Additionally, if there is procurement underway involving Sue or her firm, she should not give gifts to the LAUSD officials who are part of the evaluation process until the contract is awarded. Finally, Sue may also want to keep in mind that a nice personalized thank-you note can pack quite a punch!*

Anyone doing business with LAUSD shall be charged with full knowledge that LAUSD's contracting decisions are made based on quality, service, and value. LAUSD does not seek any improper influence through gifts or courtesies.

F. *Observe Cooling Periods* – Contractors and their Representatives shall observe and maintain the integrity of LAUSD's Cooling Periods. A "Cooling Period" is a mechanism used by public agencies and private organizations across the country to ensure that no unfair competitive advantage is extended due to the hiring of current or former employees. Allowing for some time to pass before a former official works on matters related to their prior agency or a new official works on matters related to their prior employer helps to mitigate concerns about the appearance of a "revolving door" where public offices are sometimes seen to be used for personal or private gain.

Contractors shall certify that they are upholding LAUSD's revolving door provisions as part of the contracting process. In their certification, Contractors shall detail the internal firewalls that have been put in place to preserve LAUSD's cooling periods. As with other public agencies, LAUSD observes three key types of cooling periods for safeguarding the critical transitions between public service and private industry:

*Figure 2 – Schematic of LAUSD Cooling Periods* (Illustrative Only)




(1) Government to Lobbying Restriction (One-Year Cooling Period) – LAUSD will not contract with any entity that compensates a former LAUSD official who lobbies LAUSD before a one (1) year period has elapsed from that official's last date of employment

*Example of Lobbying Restriction*

Ace Impact Group wants to hire Joe Knowsfolks, a former LAUSD official, to help the company cultivate new business opportunities with LAUSD and arrange meetings with key LAUSD officials.

*To avoid the possibility of unfair advantage or improper influence, Ace Impact Group is prohibited from utilizing Joe to contact anyone at LAUSD on their behalf until at least one*

*year has passed from Joe's last date of employment. Joe may help Ace lobby other public entities, but Joe cannot communicate with anyone at LAUSD, either in person or in writing, on behalf of his new company.*

(2) Government to Industry Restriction

(a) Insider Advantage Restriction (One-Year Cooling Period) – LAUSD will not contract with any entity that compensates any current or former LAUSD official to work on a matter with LAUSD, if that official, within the preceding 12 months, held a LAUSD position in which they personally and substantially participated in that matter.

*Example of Insider Advantage Restriction*

Risky Business is a small boutique firm that helps public agencies, including LAUSD, develop strategies for managing and overcoming their unfunded liability. Risky Business wants to extend an offer of employment to Nooriya, a LAUSD official, whose previous responsibilities included advising LAUSD's Board and management on the issue of the district's unfunded liability.

*As part of its certification, Risky Business needs to identify what safeguards it will have in place to ensure that Nooriya's work for them does not include matters relating to her prior LAUSD responsibilities for at least one year from when she left her LAUSD job. Given that "matters" include broad policy decisions, the general rule of thumb for avoiding any insider advantage is to have former LAUSD officials steer clear of LAUSD work for a year.*

(b) Contract Benefit Restriction (Two-Year Cooling Period) – LAUSD will not contract with any entity that employs any current or former LAUSD official who within the preceding two (2) years, substantially participated in the development of the contract's RFP requirements, specifications or any part of the contract's procurement process, if the official will perform any services for the Contractor relating to LAUSD on that contract.

*Example of Contracting Benefit Restriction*

Technology Advances has just won a big contract with LAUSD and is looking for talent to help support the company's growing work load. The firm wishes to hire some LAUSD employees: Aisha, a LAUSD technology official, her deputy Raj who was the individual who oversaw LAUSD's contracting process with Technology Advances, and Linda, an engineer who was on the evaluation committee that selected Technology Advances.

*If Technology Advances hires any of these individuals, none may perform any work for the firm relating to this LAUSD work until two years have elapsed from the date that the contract was fully executed. This case is a good example of how the cooling period seeks to ensure that there is no benefit resulting from a public official's awarding of a contract. All of the LAUSD employees in this example would be considered to have substantially participated in the contract – Raj due to his direct work, Linda due to her role evaluating the bid proposals, and Aisha due to the fact that supervising both employees is a part of her official responsibility. Technology Advances should consider the implications before hiring individuals involved with their LAUSD contracting process.*

(3) Industry to Government Restriction (One-Year Cooling Period) – In accordance with California law, Contractors and/or their Representatives who act in the capacity of LAUSD officials shall be disqualified from making any governmental decisions relating to a personal financial interest until a 12-month period has elapsed from the time the interest has been disposed or severed.

*Example of Industry to Government Restriction*

Sergei Konsultantov is an outside contractor that has been hired to manage a major reorganization project for LAUSD. Sergei is on the Board of Directors for several companies who do business with LAUSD.

*Sergei must not participate in any governmental decisions for LAUSD relating to any private organization for whom he has served as an employee, officer, or director, even in an unpaid capacity, if less than 12 months has passed since he held such a status. Sergei should contact the Ethics Office before starting his work to put a formal disqualification into effect and to seek out any other ethical safeguards he should have in place.*

(4) In rare and unusual circumstances, LAUSD's General Superintendent or his/her designee upon a showing of good cause may waive the Insider Advantage Restriction in writing with notification to the Board of Education, *prior* to approving a contract or its amendment.

G. *Safeguard Prospective Employment Discussions* **–** Contractors and their Representatives shall safeguard any prospective employment discussions with current LAUSD officials, especially when the official is one who may participate "personally and substantially" in a matter relating to the Contractor.

*Example of Safeguarding an Employment Offer*

(1) Audit Everything, a firm that does work for LAUSD, has been really impressed by Thora Revue, an audit manager that oversees some of their audits. Audit Everything is interested in having Thora work for their firm.

*Before Audit Everything begins any prospective discussions with Thora, they should let her supervisor know of their interest and ask what safeguards need to be put in place. For example, if Thora does not outright reject the idea and is instead interested in entertaining the offer, she and her manager will have to work with the Ethics Office to put into effect a disqualification from any further involvement relating to the Contractor before any actual employment discussions are allowed to proceed. Any Contractor who engages in employment discussions with LAUSD officials before a disqualification has been completed is subject to the penalties outlined in this Code.*

H. *Conduct Political Activities Privately* – Contractors and their Representatives shall only engage in political support and activities in their own personal and voluntary capacity, on their own time, and with their own resources.

I. *Make Philanthropy Voluntary* – Contractors and their Representatives shall only engage in philanthropic activities relating to LAUSD on their own time and with their own resources. LAUSD views philanthropic support as a strictly voluntary opportunity for Contractors to demonstrate social responsibility and good citizenship. No expressions of support should be construed to have a bearing on current or future contracts with LAUSD. And no current or potential contracting relationship with LAUSD to provide goods or services is contingent upon any philanthropic support from Contractors and their Representatives, unless otherwise designated as part of a bid or proposal requirement in an open, competitive contracting process to solicit a specific type of support.

(1) Guidelines for Making a Gift to a Public Agency – Contractors who wish to provide philanthropic support to LAUSD shall abide by the ethical and procedural policies and requirements established by LAUSD which build upon the "Gifts to an Agency" requirements established in California's Code of Regulations Section 18944.2. For outside entities to make a gift or payment to LAUSD in a manner that maintains public integrity, the following minimum requirements must be met:

(a) LAUSD must receive and control the payment;
(b) LAUSD must use the payment for official agency business;
(c) LAUSD, in its sole discretion, must determine the specific official or officials who shall use the payment. The donor may identify a specific purpose for the agency's use of the payment, so long as the donor does not designate the specific official or officials who may use the payment; and
(d) LAUSD must have the payment memorialized in a written public record which embodies the requirements of the above provisions and which:

- Identifies the donor and the official, officials, or class of officials receiving or using the payment;
- Describes the official agency use and the nature and amount of the payment;
- Is filed with the agency official who maintains the records of the agency's Statements of Economic Interests (i.e. the Ethics Office); and
- Is filed as soon as possible, but no later than 30 days of receipt of the payment by LAUSD.

**5. Disclosure Obligations**

LAUSD expects Contractors and their Representatives to satisfy the following public disclosure obligations:

A. *Identify Current and Former LAUSD Officials* – To ensure against conflict or improper influence resulting from employment of current or former LAUSD employees, Contractors and their Representatives shall disclose any of their employees, subcontractors or consultants who within the last three years have been or are employees of LAUSD. The disclosure will be in accordance with LAUSD guidelines and will include at a minimum the name of the former LAUSD employee(s), a list of the LAUSD positions the person held in the last three years, and the dates the person held those positions. Public agencies that provide contract services are not subject to this requirement.

(1) In rare and unusual circumstances, LAUSD's General Superintendent or his/her designee upon a showing of good cause may waive this disclosure requirement in writing with notification to the Board of Education, *prior* to approving a contract or its amendment.

B. *Be Transparent about Lobbying* – Contractors and their Representatives shall abide by *LAUSD's Lobbying Disclosure Code* and register and fulfill the associated requirements, if they meet the trigger(s). LAUSD's lobbying policy seeks to enhance public trust and confidence in the integrity of LAUSD's decision-making process by providing transparency via a public record of the lobbying activities conducted by individuals and organizations. A "lobbying activity" is defined as any action taken with the principal purpose of supporting, promoting, influencing, modifying, opposing, delaying or advancing any rule, resolution, policy, program, contract, award, decision, or other proposal under consideration by LAUSD officials.

For further information on LAUSD's lobbying policy, Contractors and their Representatives shall review the resource materials available on the Ethics Office website (www.lausd.net/ethics). Failure to comply with LAUSD's Lobbying Disclosure Code can result in fines and sanctions including debarment from contracting with LAUSD.

C. *Fulfill the State-Mandated Statement of Economic Interests ("Form 700") Filing Requirement* – Contractors and their Representatives shall abide by the financial disclosure requirements of California's Political Reform Act (Gov. Code Section 81000-91015). Under the Act, individual Contractors and their Representatives may be required to disclose economic interests that could be foreseeably affected by the exercise of their public duties in a disclosure filing called the Statement of Economic Interests or Form 700. A Form 700 serves as a tool for aiding public officials at all levels of government to ensure that they do not make or participate in making, any governmental decisions in which they have an interest.

(1) Applicability – Under the law, individual Contractors and their Representatives are considered public officials and need to file a Form 700 as "consultants", if the services they are contracted to provide fit the triggers identified by the Political Reform Act. Meeting either of the test triggers below requires a Contractor's Representative(s) to file a Form 700:

(a) Individual Makes Governmental Decisions – Filing is required if an individual is involved in activities or decision-making such as: obligating LAUSD to any course of action; authorizing LAUSD to enter into, modify, or renew a contract; granting approval for contracts, plans, designs, reports, studies or other items; adopting or granting approval on policies, standards or guidelines for any subdivision of LAUSD; or negotiating on behalf of LAUSD without significant intervening review.

(b) individual Participates in the Making of Governmental Decisions for LAUSD and Serves in Staff-like Capacity – Filing is also required if an individual is performing duties for LAUSD on a continuous or ongoing basis extending beyond one year such as: advising or making recommendations to LAUSD decision makers without significant intervening review; conducting research or an investigation; preparing a report or analysis which requires the individual to exercise their judgment; or performing duties similar to an LAUSD staff position that is already designated as a filer position in *LAUSD's Conflict of Interest Code*.

(2) Filing Timelines – Individuals who are legally required to complete a Statement of Economic Interests form must submit a filing:
(a) upon commencement of work with LAUSD,
(b) on an ongoing basis thereafter in accordance with the April 1st annual deadline, and
(c) upon termination of work with LAUSD.

(3) Process – Contractors and their Representatives shall coordinate with their LAUSD Contract Sponsor(s) to ensure that they meet this state mandate in the manner required by law. Form 700s must be received by the LAUSD Ethics Office to be considered properly filed in accordance with the Political Reform Act.

(4) Disqualifications – Individuals who must file financial disclosure statements are subject to the requirements of the Political Reform Act as is the case with any other "public official" including disqualification when they encounter decision-making that could affect their financial interests. Contractors and their Representatives shall be responsible for ensuring that they take the appropriate actions necessary, so as not to violate any aspect of the Act.

*Examples of Form 700 Filers and Non-Filers*

(5) Maria Ley is an attorney for the firm of Legal Eagles which serves as outside counsel to LAUSD. In her capacity as outside counsel, Maria provides ongoing legal services for LAUSD and as such participates in the making of governmental decisions. Maria's role involves her in advising or making recommendations to government decision-makers and also gives her the opportunity to impact decisions that could foreseeably affect her own financial interests.

*Maria would be considered a consultant under the Political Reform Act and would need to file a Form 700.*

(6) The Research Institute has been hired by LAUSD to do a major three-year policy study which will help LAUSD decide the shape and scope of a major after-school tutoring initiative, including the total funding that should be allocated. As part of the Institute's work, their researchers will help LAUSD design and decide on some additional contracts for supplemental survey research. The Institute knows that all the principal researchers on their team will have to be Form 700 filers because their work is ongoing and will influence LAUSD's governmental decision. However, the Institute is unsure of whether their trusty secretary, Bea Addman, would have to be a filer.

*Bea does not need to file. Even though she will be housed at LAUSD for the three years and act in a staff-like capacity, she will provide clerical support primarily and will not participate in making any governmental decisions.*

(7) Bob Builder works for a construction company that will be supporting LAUSD's school-building initiative on a continuous basis. Bob will direct activities concerning the planning and construction of various schools facilities, coordinate land acquisition, supervise teams, set policies, and also prepare various budgets for LAUSD.

*Bob meets the trigger defined under the law because as part of the services he will provide, he has the authority to affect financial interests and commit LAUSD to government actions at his discretion. Additionally, in his role, he will be performing essentially the same tasks as an LAUSD Facilities Project Manager which is a position that is already designated in LAUSD's Conflict of Interest Code. Therefore, Bob is required to file a Form 700.*

**6. Prohibited Activities**

A Contractor, its Representative(s) and all other agent(s) acting on its behalf are prohibited from engaging in the following activities:

## GENERAL PROHIBITIONS

A. *Acting in a manner that would be reasonably known to create or lead to a perception of improper conduct that could result in direct or indirect damage to LAUSD or our reputation*

B. *Acting with the purpose or intent of placing an LAUSD official under personal obligation to any Contractor or its Representatives*

C. *Conducting business with or on behalf of LAUSD in a manner that would be reasonably known to create or lead to a perception of self-dealing*

D. *Conducting work on behalf of another client on a matter that would be reasonably seen as in conflict with work performed for LAUSD*

E. *Disclosing any proprietary or confidential information, including employee or student health information, about LAUSD, our employees, students, or contractors to anyone not authorized by a written LAUSD re-disclosure agreement to receive the information*

F. *Knowingly deceiving or attempting to deceive an LAUSD official about any fact pertaining to any pending or proposed LAUSD decision-making*

G. *Making or arranging for any gift(s) or gratuities that violate LAUSD's policies, including:*
   (1) Providing <u>any</u> gifts at all to a procurement employee;
   (2) Providing any gifts in excess of LAUSD's gift limit in a calendar year to any LAUSD official or to a member of his/her household; and
   (3) Providing gifts without the necessary public disclosure when disclosure is required

H. *Offering any favor, gratuity, or kickback to an LAUSD official for awarding, modifying, or providing preferential treatment relating to an LAUSD contract*

I. *Receiving or dispersing compensation contingent upon the defeat, enactment, or outcome of any proposed policy or action*

J. *Taking any action to circumvent LAUSD's system of controls or to provide misleading information on any documents or records*

K. *Using LAUSD assets and resources for purposes which do not support LAUSD's work*

L. *Using LAUSD provided technology or systems to create, access, store, print, solicit or send any material that is false, derogatory, malicious, intimidating, harassing, threatening, abusive, sexually explicit or otherwise offensive*

M. *Violating or counseling any person to violate any provisions of LAUSD's Contractor Code of Conduct, Lobbying Disclosure Code, Employee Code of Ethics, and/or any other governing state or federal laws*

## CONTRACTING PROHIBITIONS

N. *Dealing directly with an LAUSD official who is a close relative or cohabitant with a Contractor or its Representatives in the course of negotiating a contracting agreement or performing a Contractor's obligation*
   (1) For the purposes of this policy, close relatives shall be defined as including spouse, sibling, parent, grandparent, child, and grandchild. Cohabitants shall be defined as persons living together.

O. *Engaging in prohibited communication with LAUSD officials during the Cone of Silence time period(s) of the contracting process*
   (1) In a competitive contracting process, the Cone of Silence begins from the time when an Invitation for Bid (IFB), Request for Proposal (RFP), Request for Interest and Bid (RFIB), Request for Quote, Request for Qualification, or any other solicitation release is announced by LAUSD until the time a contract award recommendation is made public by the Board Secretariat's posting of the board report for the contract to be approved.

(2) In a non-competitive contracting process, the Cone of Silence begins at the time when a proposal is submitted to LAUSD until the time the contract is fully executed.

P. *Employing any current or former LAUSD employee to perform any work prohibited by the "Cooling Periods" defined in Section 4F of this Code*

Q. *Making or participating in the making of governmental decisions on behalf of LAUSD when a Contractor or its Representatives has an existing financial interest that is prohibited under the law*

R. *Making any substitution of goods, services, or talent that do not meet contract specifications without prior approval from LAUSD*

S. *Making false charges on claims for payment submitted to LAUSD in violation of the California False Claims Act, Cal. Government Code §§ 12650-12655*

T. *Requesting, attempting to request, or accepting—either directly or indirectly—any protected information regarding present or future contracts before the information is made publicly available at the same time and in the same form to all other potential bidders*

U. *Submitting a bid as a proposer or sub-proposer on a particular procurement after participating in its development (e.g. identifying the scope of work, creating solicitation documents or technical specifications, developing evaluation criteria, and preparing contractual instruments)*

LOBBYING PROHIBITIONS

V. *Engaging in any lobbying activities without the appropriate disclosure, if the registration trigger has been met*

W. *Lobbying on behalf of LAUSD, if a Contractor or its Representatives is lobbying LAUSD officials.*
(1) Any person or entity who receives compensation to lobby on behalf of or otherwise represent LAUSD, pursuant to a contract or sub-contract, shall be prohibited from also lobbying LAUSD on behalf of any other person or entity for compensation as this would be considered a conflict of interest.

**7. Issues Resolution**

Early identification and resolution of contracting or other ethical issues that may arise are critical to building public trust. Whenever possible, it is advisable to initiate the issue resolution process proactively, either with the designated contracting contact if the issue arises during the contracting process, or with the Contract Sponsor in the case of an active contract that is being carried out. It is always appropriate to seek out the Procurement Services Group or the Facilities Contracts Branch to resolve an issue, if another alternative is not possible. Formal disputes regarding bid solicitations or contract awards should be raised and addressed in accordance with LAUSD policy where such matters will be given full, impartial, and timely consideration.

**8. Enforcement Provisions**

While Contractors and their Representatives are expected to self-monitor their compliance with this Contractor Code of Conduct, the provisions of this Code are enforceable by LAUSD. Enforcement measures can be taken by LAUSD's Procurement Services Group or Facilities Contracts Branch in consultation with the Contract Sponsor, the Ethics Office, the Office of the General Counsel, and the Office of the Inspector General. The Office of the Inspector General may also refer matters to the appropriate authorities for further action.

A. *Report Violations* – Good faith reporting of suspected violations of the Contractor Code of Conduct is encouraged. Reports of possible violations should be made to the Office of the Inspector General where such reports will be investigated and handled with the level of confidentiality that is merited and permitted by law. No adverse consequences will result to anyone as a result of making a good faith report.

B. *Cooperate on Audits and Investigations* – Contractors and their Representatives shall cooperate with any necessary audits or investigations by LAUSD relating to conduct identified in this Code. Such audits and investigations may be conducted when LAUSD has reason to believe that a violation of this Code has occurred. Once an audit or investigation is complete, LAUSD may contact a Contractor or their Representatives to establish remedies and/or sanctions.

C. *Comply with Sanctions* – Contractors and their Representatives shall comply with the necessary sanctions for violations of this Code of Conduct. Remedies can include and/or combine one or more of the following actions:

(1) Removal of offending Contractor or subcontractor;
(2) Implementation of corrective action plan approved by LAUSD;
(3) Submission of training plan for preventing future violations of the Code;
(4) Probation for 1-3 years;
(5) Rescission, voidance or termination of a contract;
(6) Suspension from all LAUSD contracting for a period of time;
(7) Prohibition from all LAUSD lobbying activities;
(8) Compliance with deferred debarment agreement;
(9) Debarment from all LAUSD procurement or contracting; or
(10) Other sanctions available by law that are deemed reasonable and appropriate.

In the case of a procurement in which a contract has yet to be awarded, LAUSD reserves the right to reject any bid or proposal, to terminate the procurement process or to take other appropriate actions.

Failure to remedy the situation in the timely manner prescribed by LAUSD can result in additional sanctions. *Records of violations or any other non-compliance are a matter of public record.*

Any debarment proceeding will follow due process in accordance with the procedures described in LAUSD's Debarment Policy.

**9. Future Code Updates**

To ensure that LAUSD maintain our effectiveness in promoting integrity in our contracting processes and our use of public tax dollars, LAUSD reserves the right to amend and modify this Contractor Code of Conduct at its discretion. LAUSD's Ethics Office will post the latest version of the Code on its website. Interested parties with ideas on how LAUSD can strengthen our Code to improve public trust in the integrity of LAUSD's decision-making can contact LAUSD's Ethics Office in writing to share their comments. Such comments will be evaluated for future code updates.

LAUSD is not responsible for notifying a Contractor or their Representatives of any changes to this Code. It is the responsibility of a Contractor to keep itself and its Representatives apprised of any changes made to this Code. LAUSD is not responsible for any damages that may occur as a result of a Contractor's failure to fulfill its responsibilities of staying current on this Code.

**10. Severability**

If one part or provision of this Contractor Code of Conduct, or its application to any person or organization, is found to be invalid by any court, the remainder of this Code and its application to other persons or organizations, which has not been found invalid, shall not be affected by such invalidity, and to that extent the provisions of this Code are declared to be severable.

## Good Food Purchasing Guidelines

*[Posted separately as Attachment B of this RFP]*

## Good Food Procurement Resolution of 2012

Good Food Procurement
Date Noticed: 11/13/2012 Date of Action: 11/13/2012

Whereas, The Los Angeles Unified School District procures over 100 million dollars annually in food and food supplies. The large-scale volume demands include feeding over 650,000 meals per day and 109 million meals in the 2011-12 academic year. Subsequently the purchasing of Good Food is a vital component to providing the nutritional needs of all children in the District;

Whereas, More than 80% of students in the District qualify for federal and state meal benefits through the National School Lunch and Breakfast Programs, the Child and Adult Care Food Program, the After School Snack and Supper Program and the Summer Food Service Program;

Whereas, In practicing Good Food procurement methods, the District can support a regional food system that is ecologically sound, economically viable, and socially responsible. Thoughtful purchasing practices throughout the District can nationally impact the availability of local, sustainable foods, and the creation of a Good Food system. In turn, the District has partnered with school districts in New York, Chicago, Dallas, Miami and Orlando to exchange best practices when it comes to Good Food policies, local procurement and sound environmental standards;

Whereas, The District has changed school menus and food procurement contracts to implement the Institute of Medicine's school meal nutrition recommendations by approving multi-year contracts to provide fresh produce, bread, and dairy. Within a thorough list of evaluation criteria, the District incorporated a preference for vendors with a locally sourced produce and dairy plan, using components of the Los Angeles Food Policy Council's definition of Good Food as a guide;

Whereas, The District has eliminated milk with added sugars and flavoring and incorporated food policy motions that set nutritional standards for food authorized for sale at school sites and prohibits the sale of soda in vending machines, student stores, and cafeterias at District school sites;

Whereas, Good Food is defined as food that is healthy, affordable, fair and sustainable. Foods that meet the Dietary Guidelines for Americans and provide freedom from chronic ailment are delicious and safe. All participants in the food supply chain receive fair compensation and fair treatment, free of exploitation and available to purchase for all income levels. High quality food is equitable and physically and culturally accessible to all. Food is produced, processed, distributed, and recycled locally using the principles of environmental stewardship (in terms of water, soil, and pesticide management);

Whereas, Good Food values, which prioritize nutrition, affordability, geography, and sustainable production practices, including sound environmental practices, fair prices for producers, safe and fair working conditions for employees, and humane conditions for animals. A comprehensive Good Food program will work to inform, encourage, support and promote the District becoming a Good Food leader in our community;

Whereas, Good Food procurement refers to the sourcing and purchasing of food to supply District food service operations; now, therefore, be it

Resolved, That the Governing Board of the Los Angeles Unified School District commits to the Good Food Purchasing Pledge to improve our region's food system through the adoption and implementation of the Los Angeles Food Policy Council (LAFPC) Good Food Purchasing Guidelines, which emphasizes the following values:

Local Economies- support small and mid-sized agricultural and food processing operations within the local area or region.
Environmental Sustainability – source from producers that employ sustainable production systems that reduce or eliminate synthetic pesticides and fertilizers; avoid the use of hormones, antibiotics, and genetic engineering; conserve soil and water; protect and enhance wildlife habitat and biodiversity; and reduce on farm energy consumption and greenhouse gas emissions.
Valued Workforce – provide safe and healthy working conditions and fair compensation for all food chain workers and producers from production to consumption.
Animal Welfare – provide healthy and humane care for livestock.
Nutritional – promote health and well-being by offering generous portions of vegetables, fruit, and whole grains; reducing salt, added sugars, fats, and oils; and by eliminating artificial additives.

Resolved further, That the Los Angeles Unified School District commits to taking the steps in support of Good Food:
As outlined in the LAFPC Good Food Purchasing Pledge, the District commits to annually increasing our procurement of Good Food to meet multi-year benchmarks at the baseline level or beyond for five value categories- local economies, environmental sustainability, valued work force, animal welfare and nutrition;
Establish supply chain accountability and traceability system with vendors/distributors to verify sourcing commitments, assess current food procurement practices, and compile assessment results in a progress report;
Report annually on implementation progress of LAFPC Good Food Procurement Guidelines; and, be it finally

Resolved, That the Board directs the Superintendent to commit to the following timeline:
Complete a baseline Good Food Purchasing survey within one month of the adoption of this resolution;
Communicate Good Food commitment to all suppliers- including distributors and foodservice companies within one month;
Initiate an assessment of food procurement practices within six months;
Develop and adopt a multi-year action plan with benchmarks to comply with LAFPC Good Food Purchasing Guidelines within one year;
Incorporate Good Food Guidelines into new Requests for Proposals (RFPs) and contracts, where available.

Sponsor: Nury Martinez
Cosponsors:
Mónica García
Steven Zimmer
Moved by: Nury Martinez
Second: Steven Zimmer

Printed January 30, 2015 Page 2

LOS ANGELES UNIFIED SCHOOL DISTRICT

RFP NO.: 2000000965
STRATEGICALLY-SOURCED PERISHABLE FOODS

## Good Food Procurement 2014 Resolution

Whereas, The Los Angeles Unified School District procures over $100 million annually in food and food supplies. The large-scale volume demands include serving over 650,000 meals per day and 128 million meals in the 2013-2014 academic year. Subsequently, the purchasing of good food is a vital component to providing for the nutritional needs of all children in the District;

Whereas, More than 80% of students in the District qualify for federal and state meal benefits through the National School Lunch and Breakfast Programs, the Child and Adult Care Food Program, the After School Snack and Supper Program, and the Summer Food Service Program;

Whereas, In practicing good food procurement methods, the District can support a regional food system that is ecologically sound, economically viable, and socially responsible. Thoughtful purchasing practices throughout the District can nationally impact the creation and availability of a local, sustainable good food system. In turn, the District has partnered with school districts in New York, Chicago, Dallas, Miami and Orlando to exchange best practices when it comes to good food policies, local procurement, and sound environmental standards;

Whereas, The District has changed school menus and food procurement contracts to implement the Institute of Medicine's school meal nutrition recommendations by approving multi-year contracts to provide fresh produce, bread, and dairy. Within a thorough list of evaluation criteria, the District incorporated a preference for vendors with a locally sourced produce and dairy plan, using components of the Los Angeles Food Policy Council's definition of good food as a guide;
Whereas, The District has eliminated milk with added sugars and flavoring, incorporated food policy motions that set nutritional standards for food authorized for sale at school sites, and prohibited the sale of soda in school vending machines, student stores, and cafeterias;

Whereas, Good food is defined as food that is healthy, affordable, fair, and sustainable. These foods meet the Dietary Guidelines for Americans, provide freedom from chronic ailment, and are delicious and safe. All participants in the food supply chain receive fair compensation, fair treatment, and are free of exploitation.
Good food is available to purchase for all income levels. High quality food is equitable and physically and culturally accessible to all. Food is produced, processed, distributed, and recycled locally using the principles of environmental stewardship (in terms of water, soil, and pesticide management);

Whereas, The District adopted the Good Food Procurement resolution in 2012 and has implemented the Good Food Purchasing Guidelines of the LA Food Policy Council, supporting local, sustainable, fair and humane production practices. The commitment has created at least 125 Los Angeles County jobs and provided economic stability for small local producers. The continued implementation of the comprehensive good food program will promote the ongoing leadership of the District in being a good food leader in our community and nationwide; and

Whereas, Good food procurement refers to the sourcing and purchasing of food to supply District foodservice operations; now, therefore, be it,

Resolved, That the Governing Board of the Los Angeles Unified School District reaffirms its commitment to the Good Food Procurement resolution (2012) to improve our region's food system through the adoption and implementation of the Good Food Purchasing Guidelines, which emphasize the following values:

1. Local Economies- support small and mid-sized agricultural and food processing operations within the local area or region.
2. Environmental Sustainability ◌Ɔ– source from producers that employ sustainable production systems that reduce or eliminate synthetic pesticides and fertilizers; avoid the use of hormones, antibiotics, and genetic engineering; conserve soil and water; protect and enhance wildlife habitats and biodiversity; and reduce on- farm energy consumption and greenhouse gas emissions.
3. Valued Workforce – provide safe and healthy working conditions and fair compensation for all food chain workers and producers from production to consumption.
4. Animal Welfare – provide healthy and humane care for livestock.
5. Nutritional – promote health and well-being by offering generous portions of vegetables, fruit, and whole grains; reducing salt, added sugars, fats, and oils; and by eliminating artificial additives;

Resolved further, That the Los Angeles Unified School District commits to continue taking the following steps in support of good food:

1. As outlined in the Good Food Procurement resolution (2012), the District commits to annually increasing our procurement of good food to meet multi-year benchmarks at the baseline level or beyond for five value categories- local economies, environmental sustainability, valued work force, animal welfare, and nutrition;
2. Establish supply chain accountability and traceability system with vendors/distributors to verify sourcing commitments, assess current food procurement practices, and compile assessment results in a progress report; and, be it finally

Resolved, That the Board directs the Superintendent to commit to the following actions:

1. Incorporate Good Food Guidelines into Requests for Proposals (RFPs) and contracts for food services, where available, including a requirement that poultry RFPs and contracts should meet antibiotic and hormone-free standards in the Good Food Guidelines;
2. Request that bidders include a plan to meet the Good Food Purchasing Pledge standards at a five star level in their RFPs;
3. Initiate an assessment of food procurement practices for all approved vendors within six months of contract award;
4. Develop and adopt a multi-year action plan with benchmarks to comply with the Good Food Procurement resolution (2012) within one year;
5. Provide student and community nutrition education about this resolution and the Good Food Purchasing Pledge through extensive internal and external marketing and awareness campaigns;
6. Direct the District's Office of Government Relations to advocate Congress to reduce programmatic waste, include water as a reimbursable meal component, eliminate the reduced priced category and increase reimbursement rates for California equal to Alaska and/or Hawaii;
7. Report to the Board annually on implementation progress of the Good Food Procurement resolution (2012).

Sponsor: Steven Zimmer

Cosponsors:

Richard Vladovic

Bennett Kayser

RFP NO.: 2000000965
ISSUE DATE: February 29, 2016
TITLE: Strategically-Sourced Perishable Foods

Moved by: Steven Zimmer Second: Mónica García Votes:
Yes: 7
No: 0
Absent: 0
Abstain: 0

George McKenna III..... Yes
Mónica Ratliff..... Yes
Bennett Kayser..... Yes
Steven Zimmer..... Yes
Richard Vladovic..... Yes
Tamar Galatzan..... Yes
Mónica García..... Yes

LOS ANGELES UNIFIED SCHOOL DISTRICT

RFP NO.: 2000000931
STRATEGICALLY-SOURCED COMMERCIAL & COMMODITY CHICKEN

**Good Food Purchasing Plan Examples**

**What follows are examples, offered by the Los Angeles Food Policy Council, of the kinds of commitment a vendor may make in its Good Food Purchasing Plan to comply with the Good Food Purchasing Guidelines at a "five-star" level for the following category of food product:**

1. Dairy
2. Bread
3. Fresh Produce

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**<u>Chicken products</u>: A vendor's commitment to all of the listed action will meet the "five-star" standard.**

*Local Economies*

- ❑ 5% of chicken products will come from farms within 200 miles of Los Angeles County.
- ❑ At least 5% of chicken product purchases will come from owner-operated medium or small-scale producers, within California.
- ❑ Vendor will give preference to chicken products that are raised and/or processed in Los Angeles County.
- ❑ Vendor will give preference to purchasing chicken products from women, minority, disabled, or veteran-owned food businesses (dairies and/or operations).

*Environmental Sustainability*

- ❑ 30% of chicken products are raised without the use of non-therapeutic antibiotics.[1]
- ❑ No poultry by-products are ever fed to birds.
- ❑ At least 5% of chicken product purchases are pasture raised or meet a third-party standard, including Non-GMO Project Verified, Animal Welfare Approved, or Food Alliance Certified.

*Valued Workforce*

- ❑ Vendor will sign in writing and comply with LAUSD Sweat-free Procurement Policy
- ❑ Vendor commits to the following due diligence reporting requirements:
  - Submission of quarterly supplier data.
  - Contacting all suppliers within the product supply chain who are found to have violated basic labor laws currently or within the past five years and obtaining information regarding response to violations and preventative measures taken to avoid future violations.
  - Notifying suppliers of potential measures to be taken by vendor for supplier non-compliance with basic labor law during the period of the contract.

*AND*

- ❑ At least 8% of chicken purchases will come any combination of the following sources:
  - Chicken products from union farms and/or union processing plants, worker-owned cooperatives, farms that are Food Justice Certified, AND/OR farms that are Equitable Food Initiative certified.

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[1] Therapeutic Use Only chicken is defined in the Natural Resources Defense Council's 'Support For Antibiotic Stewardship in Poultry Production' dated December 2013; OR School Food Focus /The PEW Charitable Trusts 'Purchasing Guidelines That Minimize the use of Antibiotics in Poultry Production' dated December 5, 2014.

Bonus Points (preferred but not required):

- ❑ Vendor establishes a reporting system for workers along the supply chain to report hazards/injuries/illness or other violations with a protection for workers from retaliation.[2]
- ❑ Vendor implements job hazard analysis to reduce work-related musculoskeletal disorders.[3]
- ❑ Vendor establishes a Health & Safety Training Program or worker committee program that complies with CAL/OSHA Injury & Illness Prevention Program.

*Animal Welfare*

- ❑ 30% of chicken products are raised without the use of non-therapeutic antibiotics.[4]
- ❑ No poultry by-products are ever fed to birds.
- ❑ At least 5% of chicken products will meet a third-party standard, including Animal Welfare Approved, Global Animal Partnership Step 3 or higher, Certified Humane®, or American Humane Certified.

*Nutrition*

- ❑ Vendor will provide minimally processed, "extra lean" (total fat ≤ 5%) and "lean" (total fat ≤ 10%) chicken products. If processed meats are offered, vendor will provide chicken products with no more than 480 mg of sodium per 2 oz.

*Innovation:* Describe how your company supports values-based food chains to build more equitable and sustainable local food systems. Provide evidence that the proposing firm is committed to providing some benefit to its local, national and international communities, such as through reducing its carbon footprint, other efforts to be "green," food donation and waste reduction strategies, supporting local farmers, providing livable wages for employees, or providing other community benefits.

*Marketing:* Describe vendor's strategies to tell the story of the food products' origins and vendor's efforts to make the products appealing to District parents and students.

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[2] See OSHA memo detailing employer policies that discourage reporting of hazards/injuries-illness: https://www.osha.gov/as/opa/whistleblowermemo.html

[3] See Poultry Processing Guidelines: https://www.osha.gov/Publications/OSHA3213.pdf

[4] Therapeutic Use Only chicken is defined in the Natural Resources Defense Council's 'Support For Antibiotic Stewardship in Poultry Production' dated December 2013; OR School Food Focus /The PEW Charitable Trusts 'Purchasing Guidelines That Minimize the use of Antibiotics in Poultry Production' dated December 5, 2014.

Attachment B

# Good Food Purchasing Guidelines *for* Food Service Institutions

## Los Angeles Food Policy Council

LOS ANGELES
FOOD POLICY
COUNCIL

# Good Food Purchasing Guidelines *for* Food Service Institutions

## Los Angeles Food Policy Council

LOS ANGELES
FOOD POLICY
COUNCIL

*October 2012*

GOODFOODLA.ORG

## Los Angeles Food Policy Council

| | |
|---|---|
| Martin Anenberg | FreshPoint Southern California |
| Andrea Azuma | Community Benefit, Kaiser Permanente Southern California |
| David Binkle | Food Services Division, Los Angeles Unified School District |
| Omar Brownson | Los Angeles River Revitalization Corporation |
| Glen Dake | Los Angeles Community Garden Council |
| Paula Daniels | Office of Mayor Villaraigosa, City of Los Angeles |
| Michael Flood | Los Angeles Regional Food Bank |
| Gwendolyn Flynn | Community Health Councils |
| Robert Gottlieb | Urban & Environmental Policy Institute, Occidental College |
| Renee Guilbault | Pret A Manger |
| Glenda Humiston | California Rural Development, U.S. Department of Agriculture |
| Helena Jubany | Fresco Community Market |
| AG Kawamura | Orange County Produce |
| Gregg Kettles | Office of Mayor Villaraigosa, City of Los Angeles |
| Evan Kleiman | Good Food, KCRW |
| Amy Knoll Fraser | Grace + BLD Restaurants |
| Mary M. Lee | PolicyLink |
| Miguel Luna | Urban Semillas |
| Phil McGrath | McGrath Family Farms |
| Roman Pinal | United Farm Workers |
| Michael Roberts | Center for Food Law & Policy, UCLA School of Law |
| Bruce Saito | Los Angeles Conservation Corps |
| Catherine Schneider | Jewish Federation of Greater Los Angeles |
| Matthew Sharp | California Food Policy Advocates |
| Dr. Paul Simon | Division of Chronic Disease and Injury Prevention, Los Angeles County Department of Public Health |
| Dr. Rachel Surls | University of California Cooperative Extension, Los Angeles County |
| Daniel Tellalian | Emerging Markets |
| Robert Tse | California Rural Development, U.S. Department of Agriculture |
| Alex Weiser | Weiser Family Farms |
| Goetz Wolff | Department of Urban Planning, UCLA Luskin School of Public Affairs |
| Larry Yee | Food Commons |

## Report Production


### PRIMARY AUTHORS

| | |
|---|---|
| Alexa Delwiche | Los Angeles Food Policy Council |
| Joann Lo | Food Chain Workers Alliance |
| Jill Overdorf | Coosemans Shipping |
| Vanessa Zajfen | San Diego Unified School District |

### RESEARCH SUPPORT

Amira Hasenbush
Anisha Hingorani
Katie Hoeberling
Colleen McKinney
Kimberly Tomicich

### EDITORIAL REVIEW

Paula Daniels — Los Angeles Food Policy Council and Office of Mayor Villaraigosa, City of Los Angeles

### GRAPHIC DESIGN

Juliette Bellocq and Yuju Yeo — handbuiltstudio.com


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# Acknowledgements

The Good Food Purchasing Guidelines for Food Service Institutions was made possible by the generous contributions, guidance, and expertise of many individuals.

## CONTRIBUTORS

The Los Angeles Food Policy Council would especially like to thank the following individuals for providing sustained guidance and direction during the development of our guidelines.

| | |
|---|---|
| Andrea Azuma | Community Benefit, Kaiser Permanente Southern California |
| David Binkle | Food Services Division, Los Angeles Unified School District |
| Devorah Brous | Netiya |
| Karl Bruskotter | Office of Sustainability and the Environment, City of Santa Monica |
| Elizabeth Epstein | |
| Renee Guilbault | Pret A Manger |
| Dana Gunders | Natural Resources Defense Council |
| Jacqueline Hernandez | American Heart Association |
| Cheryl Leahy | Compassion Over Killing |
| Sean Leer | Gold Star Foods |
| Josephine Miller | Office of Sustainability and the Environment, City of Santa Monica |
| Fritz Stelter | Field Fresh Foods |
| Michelle Wood | Los Angeles County Department of Public Health* |

## REVIEWERS

The Los Angeles Food Policy Council was fortunate to receive invaluable input on our guidelines from the following individuals:

| | |
|---|---|
| Alexandra Agajanian | Sustainable Economic Enterprises Los Angeles |
| Martin Anenberg | FreshPoint Southern California |
| Eric Batch | American Heart Association |
| Jaya Bhumitra | Compassion Over Killing |
| Sandy Brown | Swanton Berry Farm & Geography Department, UC Berkeley |
| Danny Calvillo | Sunrise Produce |
| Sharon Cech | Urban & Environmental Policy Institute, Occidental College |
| Jim Cochran | Swanton Berry Farm & Food Commons |
| Cindy Crawford | Kaiser Permanente Southern California |
| George Faraday | Change to Win |
| Clare Fox | Los Angeles Food Policy Council |
| Steve Goodman | West Central Produce |
| Robert Gottlieb | Urban & Environmental Policy Institute, Occidental College |
| Kari Hamerschlag | Environmental Working Group |
| Glenda Humiston | California Rural Development, U.S. Department of Agriculture |
| Jonathan Kaplan | Natural Resources Defense Council |
| A.G. Kawamura | Orange County Produce |
| Kendra Klein | Physicians for Social Responsibility/ Health Care Without Harm |
| Bob Knight | Old Grove Orange, Inc |
| Michael Leighs | Los Angeles County Department of Public Health* |
| Toni Liquori | School Food Focus |
| Dan Madsen | Gold Star Foods |
| Erik Nicholson | United Farm Workers |
| Athena Pappas | California Produce Wholesaler |
| Kathleen Reed | Kaiser Permanente |
| Lucia Sayre | Physicians for Social Responsibility Health Care Without Harm |
| Dipa Shah | Los Angeles County Department of Public Health* |
| Matt Sharp | California Food Policy Advocates |
| Andy Shrader | Office of Councilmember Paul Koretz, Los Angeles City Council |
| Dr. Paul Simon | Los Angeles County Department of Public Health* |
| Dr. Rachel Surls | University of California Cooperative Extension, Los Angeles County |
| Daniel Tellalian | Emerging Markets |
| Marc Ross | |
| Mark Vallianatos | Urban & Environmental Policy Institute, Occidental College |
| Jesse Warnken | LA Specialties |
| Yelena Zeltzer | Urban & Environmental Policy Institute, Occidental College |

* REVIEWER ONLY PROVIDED FEEDBACK ON NUTRITION GUIDELINES.

o credit: Haan-Fawn Chau

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Photo credit: Haan-Fawn Chau

# Good Food Purchasing Guidelines for Food Service Institutions

**Food system transformation depends on large-scale shifts in the demand for and the subsequent purchasing of Good Food. By practicing Good Food purchasing methods, institutions can support food systems that are healthy, ecologically sound, economically viable, socially responsible, and humane. Universities and schools, hospitals, local governments, restaurants, and other institutions with food service venues are beginning to explore the opportunities afforded by thoughtful and value-based purchasing. By exercising their buying power, the purchasing practices of food service institutions can make a major difference in heightening the demand for and availability of Good Food.**

The *Good Food Purchasing Guidelines for Food Service Institutions* is designed for public and private food enterprises in Los Angeles County and beyond to assist with their development of Good Food purchasing strategies. The guidelines include suggested measures and practical steps to implementing Good Food measures. The guidelines emphasize the following values:

— **Local Economies:** Support small and mid-sized agricultural and food processing operations within the local area or region.
— **Environmental Sustainability:** Source from producers that employ sustainable production systems that reduce or eliminate synthetic pesticides and fertilizers; avoid the use of hormones, antibiotics, and genetic engineering; conserve soil and water; protect and enhance wildlife habitat and biodiversity; and reduce on-farm energy consumption and greenhouse gas emissions.
— **Valued Workforce:** Provide safe and healthy working conditions and fair compensation for all food chain workers and producers from production to consumption.
— **Animal Welfare:** Provide healthy and humane care for livestock.
— **Nutrition:** Promote health and well-being by offering generous portions of vegetables, fruit, and whole grains; reducing salt, added sugars, fats, and oils; and eliminating artificial additives.

**GOOD FOOD IS DEFINED BY THE LOS ANGELES FOOD POLICY COUNCIL AS FOOD THAT IS:**

**HEALTHY**
Foods meet the Dietary Guidelines for Americans and provide freedom from chronic ailment.
Food is delicious and safe.

**SUSTAINABLE**
Food is produced, processed, distributed, and recycled locally using the principles of environmental stewardship (in terms of water, soil, and pesticide management).
accessible to all.

**FAIR**
All participants in the food supply chain receive fair compensation and fair treatment, free of exploitation.
High quality food is equitable and physically and culturally accessible to all.

**AFFORDABLE**
Foods that people of all income levels can purchase.

By suggesting opportunities to assess existing policies and methodologies within each establishment, this guide is intended to provide tools to help create a shift to a more diversified and resilient food system, with sustainable and ethical sourcing of food in all levels of food service operations. Good Food production, purchasing, and consumption will require coordinated multi-sector adoption and engagement with participants who are willing to adhere to an established minimum of Good Food procurement, outlined in this document. Included in this document is a tiered assessment of values to help procurement and purchasing offices determine the current state of their farmers and other vendors. This guide is a first step in creating a comprehensive Good Food program that will inform, encourage, support and promote food service establishments of all sizes to become Good Food leaders in their communities.

## WHAT IS GOOD FOOD PROCUREMENT?

The term procurement refers to the sourcing and purchasing of food to supply food service operations. This process is much more complex than it may appear on the surface or to one unfamiliar with commercial food service operations. Procurement involves identifying the food needs of the customer base for the food service operation, specifying product requirements, identifying suppliers, taking deliveries, inspecting and storing items, and, depending on the size of the operation, soliciting and evaluating bids and proposals, controlling inventory, and paying suppliers. These guidelines are designed to assist an individual tasked with implementing a Good Food program in their food service operation.

## THE IMPORTANCE OF GOOD FOOD PROCUREMENT

Institutions of all kinds, from K-12 schools, universities, and hospitals, to corporate cafeterias and local government agencies, are major purchasers and servers of food. They are therefore in a unique position to influence food supply chains. Due to the collective large purchasing volume, institutional demand for Good Food can encourage suppliers to shift their production practices in order to supply environmentally sustainable, socially responsible, and healthy food products.

***Good Food* sourcing benefits may include:**

— **Economic:** Support of local and regional farmers and food businesses, returning to the local economy three times the purchase price of a food product purchased from out of state;

— **Environmental:** Reduction of food miles, greenhouse gases, carbon footprints, and pollution; promotion of soil fertility, human and animal health, and the conservation of water and biodiversity;

— **Nutritional:** Encouragement of increased purchasing of whole foods and local produce that is fresher and has a higher nutritional content, due to the shorter period of time between harvest and sale;

— **Social:** Transformation of the supply chain, rewarding farmers and food businesses for environmentally sustainable and socially responsible business practices.

Large-scale demand for Good Food is fundamental to building the market for Good Food. By increasing the demand, and thus the infrastructure to distribute Good Food, it will become easier for more institutions to participate. Strong and steady demand for Good Food will increase its affordability and availability in all communities.

Hospitals, universities, schools, and restaurants in Los Angeles have spearheaded the adoption of local and sustainable food procurement policies and these innovators should be looked to as local leaders in proving that, by changing the way one purchases, institutions can create opportunities for regional farmers to thrive, for workers to receive just compensation and fair treatment, for local economies to continue to rebuild, and for reducing our environmental footprint. These outcomes can be accomplished while also increasing access to and consumption of fresh and nutritious food, particularly in underserved communities. The goal of a Good Food procurement system is to bring multiple benefits to all communities by impacting health, social well-being, bottom-line business success, and the environment.

**Public institutions, in particular, play a critical role in increasing access to Good Food.**
Through their reach to some of the most vulnerable populations, including seniors and children, public programs help ensure that all Angelenos have access to the healthiest foods. These agencies purchase food to provide meals to people in public hospitals, child-care centers, schools, senior programs, jails, and juvenile facilities. Such programs and institutions provide a buffer against hunger, food insecurity

and also serve as a primary source of nutrition for millions of residents. Public and private institutions also purchase food to sell to employees and the public in retail outlets such as vending machines, cafeterias, and concession stands.

Various Los Angeles wholesale food companies have implemented local food lines and certify that their products fall within a variety of parameters. This practice has expanded into processing lines and local fruits and vegetables can now be purchased to create a line of value-added products that are verified as locally sourced (i.e. carrot sticks, bagged salads, crudités, etc.).

Los Angeles nutrition education programs such as the California Department of Public Health and Network for a Healthy California's ***Harvest of the Month*** program, administered by LAUSD in 250 Los Angeles schools, and some of the Los Angeles county WIC-Only stores are using guidelines that state that their Good Food is sourced from:

— Farms within 200 miles of the final service of the product
— Farms that are less than 200 acres
— Farms that provide more than five items annually (this excludes mono-cropping and allows for crop diversity and better soil management)

Over time, Good Food purchases, from both large and small institutions, can add up to significant investments in a sustainable regional food system.

## IMPLEMENTING A GOOD FOOD PROGRAM

Before implementing changes, operations should assess:

— What are the advantages to your institution and the community for purchasing Good Food?
— What percentage of currently purchased food is already local, sustainable, and fairly produced?
— What barriers will limit participation in the program?
— Are there extra transportation costs affiliated with purchasing an increased volume in local products?
— What are the additional processing costs affiliated with purchasing local? What methods exist for offsetting such costs?
— What types of local, sustainable, and fairly produced products do existing distributors or vendors offer?
— How will your institution communicate the changes to consumers and employees?

Prior to implementation, it is also critical to develop operational definitions for words that will be used in Good Food bids; words like: sustainable, fair, local, or humane need to have clear criteria and a means for measurement and compliance (see Appendix A for our glossary of terms). Compliance and/or meeting Good Food objectives will more often than not fall to producers, food distributors, and processors. Without a direct relationship to farmers, ensuring sustainability of foods and beverages requires access to information about the value chain and the farms that produced such foods. Outside of a personal relationship with producers, third-party labels (CCOF, AGA Grassfed, etc.) are useful tools for ensuring sustainability if they are grounded in verifiability.

Most distributors are willing to take on the task of providing origins of their product, particularly if there is a long-term sales opportunity. Often the simple act of asking distributors how they will meet Good Food requirements indicates to suppliers that sustainability and health are important for an institution. Distributors will work with the buyer to develop a qualified Good Food program with buyer-specified parameters.

## BUDGETING FOR GOOD FOOD

Sustainable foods are generally associated with higher prices than conventional foods, thus creating little incentive for increasing purchases. However, there are a variety of strategies food service venues can employ to offset increased costs associated with purchasing higher quality foods. In 2012, Los Angeles Unified School District was able to improve meal quality, increase the percent of produce purchased and source approximately 70 percent of that produce locally (within 200 miles), while their food budget remained constant, despite rising food prices nationally. A recent study prepared for UCLA Housing & Hospitality Services found that four UC campuses with sustainable food policies – Davis, Berkeley, San Diego, and Santa Cruz – showed little, if any, increase in per plate costs after sustainable spending. Retailers have found as they increase Good Food purchases, suppliers increase production and, subsequently, food prices fall.

Strategies for offsetting increased costs include:

— Re-designing menus to incorporate less meat and processed food;
— Buying produce in season;
— Creating direct relationships with suppliers;
— Partnering with other food purchasing departments or institutions to leverage purchasing volume;
— Increasing sustainable food purchases incrementally;
— Purchasing foods from produce aggregation hubs (Regional Food Hubs);
— Increasing water and energy efficiency (e.g. by eliminating trays); and
— Buying lower on the beauty chain (e.g., smaller and less aesthetically perfect produce) is less expensive and helps farmers sell more of what they grow.

The guidelines suggested in this document were identified with full acknowledgement of the very real constraints and tight budgets institutions face when trying to provide their customers the highest quality food. To establish varying degrees of Good Food compliance, these guidelines outline tiers of adoption for food service outlets based on procurement standards. Purchasers will need to identify their initial purchasing priorities and incorporate additional standards and levels of adoption in the next stages of the development of their program.

## METHODOLOGY FOR ASSESSING GOOD FOOD PROCUREMENT

A tiered value system has been developed to evaluate the potential contribution of purchases to a Good Food Purchasing Program. A baseline in each category is established that must be maintained throughout participation in the program with qualifications noted at both the one year and five year goal levels. By creating goals for a first year of completion through a five-year implementation plan, a great opportunity is created for thoughtful, strategic and progressive sourcing and menu development.

The tiered value system allows for purchasers to participate at varying levels and to scale up their Good Food purchasing over time. Within each value category, purchasers may choose to participate at Levels One, Two or Three. Level One criteria within each value category are assigned one point. Level Two criteria for each value category are more rigorous than Level One and are assigned two points. Level Three criteria within each value category are the premier levels of achievement in the program and are assigned three points.

Purchasers that meet the baseline level for each category are awarded with Good Food Purchaser recognition. A purchaser must score a minimum of five points to meet baseline requirements as a participant in the Good Food Purchasing Program and receive one star. Purchasers scoring 10-14 points receive two stars, purchasers scoring 15-19 points receive three stars, purchasers scoring 20-24 points receive four stars, and purchasers scoring 25 points or more receive five stars. Good Food Purchasers with five stars represent the most dedicated supporters of the Good Food Purchasing Guidelines. These Good Food Purchasing Guidelines are easily modified for any national food service company or government agency.

## GOOD FOOD PURCHASING PROGRAM GOALS

The following Good Food goals have been adapted from a variety of local and sustainable food purchasing policies including the City of New York, Kaiser Permanente, Emory University, Yale University, and University of California and are a suggested benchmark for purchasers developing or implementing a Good Food purchasing program. Food service facilities can adjust percentages as necessary with the goal of gradually increasing their Good Food purchases.

# GOOD FOOD PURCHASING COMMITMENT LEVELS

| ★ Good Food Purchaser | ★★ Good Food Purchaser | ★★★ Good Food Purchaser | ★★★★ Good Food Purchaser | ★★★★★ Good Food Purchaser |
|---|---|---|---|---|
| 5–9 Points Needed | 10–14 Points Needed | 15–19 Points Needed | 20–24 Points Needed | 25+ Points Needed |

### BASELINE REQUIREMENT

All Good Food Purchasers must score at least one point in each value category.

### MIXING LEVELS AND VALUES

Points may be earned by mixing various commitment levels and value categories.
—*Example*
2 points from Level 2 of Nutrition + 1 point from Level 1 of Animal Welfare = 3 points total

### ACCUMULATION OF POINTS

Cumulative points may be earned if purchasers comply simultaneously with different commitment levels within a particular value category.
—*Example*
From the Environmental Sustainability category, participants can earn 6 points by fulfilling all the different requirements for Levels 1, 2 and 3.

### EXPECTATIONS FOR INCREASED COMMITMENT

After one year of participation in the program, purchasers will be expected to gradually increase the amount of Good Food that they purchase in order to maintain the same number of points. See Good Food Purchasing Guidelines for more details.

## SCORING SYSTEM EXAMPLES

These two hypothetical examples will help Good Food Purchasers understand how the Good Food Purchasing Pledge scoring system works. In both of the following examples, the institutions earn three-star ratings (requiring 15-19 points), but each organization takes a different approach.

| LEVELS \ VALUE | 1 | 2 | 3 | 4 | 5 |
|---|---|---|---|---|---|
| EXTRA POINTS | 2 | | | | 1 |
| LEVEL 3 | | | 3 | | 3 |
| LEVEL 2 | 2 | | 2 | | |
| LEVEL 1 | | 1 | | 1 | |

TOTAL 15 POINTS = ★★★ Good Food Purchaser

| LEVELS \ VALUE | 1 | 2 | 3 | 4 | 5 |
|---|---|---|---|---|---|
| EXTRA POINTS | 1 | 2 | 1 | | |
| LEVEL 3 | 3 | 3 | | | |
| LEVEL 2 | | 2 | | 2 | 2 |
| LEVEL 1 | 1 | | 1 | | |

TOTAL 18 POINTS = ★★★ Good Food Purchaser

Photo credit: Haan-Fawn Chau

## An Overview of Good Food Values

Procurement suggestions will focus on sourcing products that align with these Good Food principles:

### LOCAL ECONOMIES (LOCAL FOOD)

— Use local, seasonally available ingredients from community supported, small and medium sized farms and food processing facilities, to maintain local economies, create jobs, prevent sprawl, preserve farmlands, provide fresher food, and minimize transport and storage. If local ingredients are not available, use regional or at a minimum, domestic, ingredients.

### ENVIRONMENTAL SUSTAINABILITY (ENVIRONMENTALLY SUSTAINABLE FOOD)

— Specify food from farming systems that minimize harm to the environment:, such as certified organic farms, farms offering high bio-diversity of crop yield, farms actively reducing risk created through pesticide use, and soil enrichment and water conservation programs.

— Avoid food products with supplemental growth hormones and non-therapeutic antibiotics and Genetic Modification (GMO) of crops, livestock, and livestock feed.

— Minimize foods of animal origin (meat, dairy products, and eggs), as livestock farming is one of the most significant contributors to climate change.

— Exclude fish species identified as most 'at risk' by the Marine Conservation Society and Monterey Bay Aquarium's Seafood Watch and give preference to fish derived from sustainable sources.

— Purchase lower-grade (less than retail quality) produce for use in prepared dishes to allow more complete use of farm produce, to reduce waste, and to reduce costs.

— Minimize bottled water sales and instead serve plain or filtered tap water in reusable jugs or bottles, to minimize transport and packaging waste.

### VALUED WORKFORCE (FAIR FOOD)

— Choose food products that ensure safe and healthy working conditions, fair compensation, and a voice at work for all food chain workers and producers from production to consumption.

— Choose food and drink products that ensure a fair deal for producers and workers in developing nations and economies.

### ANIMAL WELFARE (HUMANE FOOD)

— If animal products are a featured menu item, ensure that meat, dairy products, and eggs are produced using high verifiable animal welfare standards which consumers would consider to be significantly higher than standard industry practices.

### NUTRITION (HEALTHY FOOD)

— Promote health and well-being by offering generous portions of vegetables, fruit, and whole grains while reducing salt, added sugars, fats, oils, and red meat consumption, and eliminating artificial additives.

Improving equity, affordability, accessibility, and consumption of high quality culturally relevant Good Food in all communities is central to our focus on advancing Good Food purchasing practices.

# Value 1:
## Local Economies Purchasing Goals

| LEVEL 1 — BASELINE | LEVEL 2 | LEVEL 3 |
|---|---|---|
| Local within 200 miles[1] (or 10 Southern California counties) AND large scale operations[2] (>500 acre farms);<br>or<br>Outside of the local 200 mile range but within California AND medium scale operations (180-499 acre farms);<br>or<br>Outside of California AND small scale operations (<180 acre farms) | Local within 200 miles (or 10 Southern California counties) AND medium scale operations;<br>or<br>Outside of the local 200 mile range but within California AND small scale operations | Local within 200 miles (or 10 Southern California counties) AND small scale operations |

To be recognized as a Good Food purchaser, an institution scores one or higher in the Local Economies Category.

| | TARGET | POINTS AWARDED |
|---|---|---|
| LEVEL 1 — BASELINE | Year 1: 15% annual average of total cost of food purchases, with a goal of increasing at least 2% per year will come from Level 1 local food sources (See glossary for definition of source).<br>OR<br>If vendor and/or suppliers do not have current capacity to meet local food purchasing goals, the vendor may submit a plan to achieve full compliance at least at the baseline level by end of year one. | 1 |
| | Year 5: 25% annual average of total cost of food purchases will come from Level 1 local food sources by fifth year of participation. | 1 |
| LEVEL 2 | Year 1: 15% annual average of total cost of food purchases, with a goal of increasing at least 2% per year will come from Level 2 local food sources. | 2 |
| | Year 5: 25% annual average of total cost of food purchases will come from Level 2 local food sources by fifth year of participation. | 1 |
| LEVEL 3 | Year 1: 15% annual average of total cost of food purchases, with a goal of increasing at least 2% per year will come from Level 3 local food sources. | 3 |
| | Year 5: 25% annual average of total cost of food purchases will come from Level 3 local food sources by fifth year of participation. | 1 |
| EXTRA POINTS<br>(Applies to annual food purchases) | Food is purchased from microenterprise farm of less than 100 acres and located within 200 miles. | 1 |
| | Food is grown/raised and processed in Los Angeles County. | 1 |
| | Food is purchased directly from farmer-owned businesses. | 1 |
| | Food is purchased from women, minority, disabled, or veteran-owned food businesses (farms/operations). | 1 |
| | 50% of total cost of food purchases comes from small and mid-sized food operations within the local area or region. | 1 |
| | At least 25% of prepared seafood sourced from small and or local fleets. | 1 |

Photo credit: Haan-Fawn Chau

**Steps to Implementation:**

— Source local agricultural and food products directly from farmers and ranchers at certified farmers' markets in City of Los Angeles and/or Los Angeles County (See Appendix B: Good Food Purchasing Resource Guide – Learn More About Good Food Sourcing: Local Food).

— Buy local agricultural and food products from distribution firms that verifiably buy from farmers' market certified producers at Los Angeles County certified farmers' markets.

— Buy local agricultural and food products from distribution firms that buy from other verified local farms and producers.

— Buy local agricultural and food products from distribution firms and processors that have a verifiable local food line (See Appendix C for listings).

— Work with distributors to source seasonal fruits and vegetables to ensure best taste, quality, and price.

[1] The Los Angeles Food Policy Council defines local as 200 miles, ten counties and touching over 22 million people. This ten county region includes: Kern, Ventura, San Diego, Imperial, Riverside, Santa Barbara, San Luis Obispo, San Bernardino, Orange and Los Angeles.

[2] To measure the size of other agricultural and food processing operations, see the glossary for full details.

# Value 2:
## Environmental Sustainability Purchasing Goals

### FRUITS & VEGETABLES

| LEVEL 1 — BASELINE | LEVEL 2 | LEVEL 3 |
|---|---|---|
| Farms agree to participate in Stewardship Index for Specialty Crops;<br>or<br>PRiME score has no high risk components for Integrated Pest Management Practices | PRiME score indicates low-risk for Integrated Pest Management Practices;<br>or<br>Protected Harvest certified;<br>or<br>Farms participate in Stewardship Index for Specialty Crops with targets for annual improvement;<br>or<br>Non-GMO Project Verified;<br>or<br>Food Alliance Certified | USDA Organic;<br>or<br>Biodynamic |

### MILK & DAIRY

| LEVEL 1 — BASELINE | LEVEL 2 | LEVEL 3 |
|---|---|---|
| No antibiotics;<br>and<br>rBGH/rBST free | Non-GMO Project Verified;<br>or<br>Animal Welfare Approved | Food Alliance Certified;<br>or<br>USDA Organic |

### MEAT & POULTRY

| LEVEL 1 — BASELINE | LEVEL 2 | LEVEL 3 |
|---|---|---|
| Cage-free eggs;<br>or<br>Pasture raised;<br>or<br>USDA Grassfed;<br>or<br>No antibiotics[3] | AGA Grassfed;<br>or<br>Non-GMO Project Verified;<br>or<br>Animal Welfare Approved | Food Alliance Certified;<br>or<br>USDA Organic |

## SEAFOOD

| LEVEL 1 — BASELINE | LEVEL 2 | LEVEL 3 |
|---|---|---|
| No seafood purchased listed as "Avoid" in the Monterey Bay Aquarium's Seafood Watch Guide | Fish listed as "Good" and "Best" choices in Monterey Bay Aquarium's Seafood Watch Guide | Marine Stewardship Council certified; or 100% of fish listed as "Best Choice" in Monterey Bay Aquarium's Seafood Watch Guide |

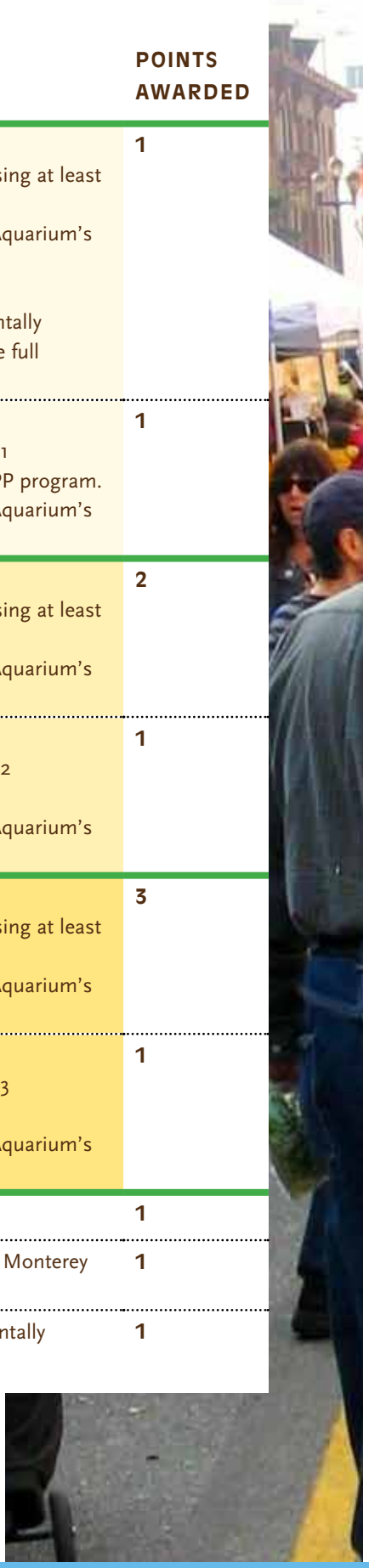
## GRAINS

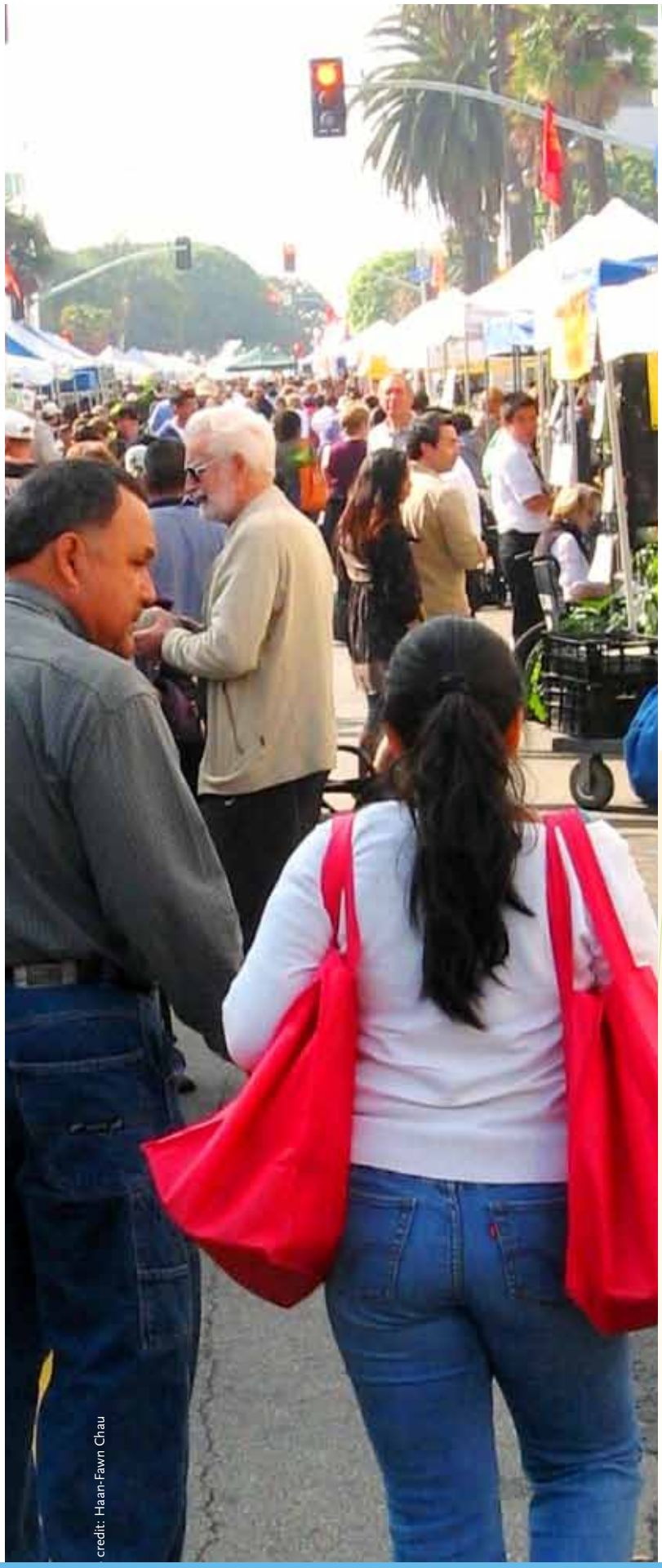
| LEVEL 1 — BASELINE | LEVEL 2 | LEVEL 3 |
|---|---|---|
| Pesticide-free | Food Alliance Certified; or Non-GMO Project Verified | USDA Organic |

[3] "No antibiotics" refers to sub-therapeutic use in food production. It does not refer to residues on the meat itself.

To be recognized as a Good Food purchaser, an institution scores one or higher in the Environmental Sustainability Category.

| | TARGET | POINTS AWARDED |
|---|---|---|
| **LEVEL 1 — BASELINE** | **YEAR 1**<br>1) 15% annual average of total cost of food purchases, with a goal of increasing at least 2% per year will come from Level 1 environmentally sustainable sources.<br>2) No seafood purchased should be listed as "Avoid" in the Monterey Bay Aquarium's most recent Seafood Watch Guide.<br>OR<br>If vendor and/or suppliers do not have current capacity to meet environmentally sustainable food purchasing goals, the vendor may submit a plan to achieve full compliance at least at the baseline level by end of year one. | 1 |
| | **YEAR 5**<br>1) 25% annual average of total cost of food purchases will come from Level 1 environmentally sustainable sources by fifth year of participation in the GFPP program.<br>2) No seafood purchased should be listed as "Avoid" in the Monterey Bay Aquarium's most recent Seafood Watch Guide. | 1 |
| **LEVEL 2** | **YEAR 1**<br>1) 15% annual average of total cost of food purchases, with a goal of increasing at least 2% per year will come from Level 2 environmentally sustainable sources.<br>2) No seafood purchased should be listed as "Avoid" in the Monterey Bay Aquarium's most recent Seafood Watch Guide. | 2 |
| | **YEAR 5**<br>1) 25% annual average of total cost of food purchases will come from Level 2 environmentally sustainable sources by fifth year of participation.<br>2) No seafood purchased should be listed as "Avoid" in the Monterey Bay Aquarium's most recent Seafood Watch Guide. | 1 |
| **LEVEL 3** | **YEAR 1**<br>1) 15% annual average of total cost of food purchases, with a goal of increasing at least 2% per year will come from Level 3 environmentally sustainable sources.<br>2) No seafood purchased should be listed as "Avoid" in the Monterey Bay Aquarium's most recent Seafood Watch Guide. | 3 |
| | **YEAR 5**<br>1) 25% annual average of total cost of food purchases will come from Level 3 environmentally sustainable sources by fifth year of participation.<br>2) No seafood purchased should be listed as "Avoid" in the Monterey Bay Aquarium's most recent Seafood Watch Guide. | 1 |
| **EXTRA POINTS** **(Applies to annual food purchases)** | Institution participates in "Meatless Mondays" campaign. | 1 |
| | A minimum of 75% percent of all seafood is noted as "Best Choices" in the Monterey Bay Aquarium Guide or is certified by the Marine Stewardship Council. | 1 |
| | 50% annual average of total cost of food purchases comes from environmentally sustainable sources. | 1 |





credit: Haan-Fawn Chau

**Steps to Implementation:**

— Request that your distributor buy food and beverage products that are third-party certified (See Appendix B: Good Food Purchasing Resource Guide – Learn More About Good Food Sourcing: Environmentally Sustainable Food).

— Ask your distributor to encourage suppliers to participate in the Stewardship Index for Specialty Crops to begin measuring their baseline sustainability indicators and develop targets for continued progress (See Appendix B: Good Food Purchasing Resource Guide – Learn More About Good Food Sourcing: Environmentally Sustainable Food).

— Request that your distributors buy and sell seafood that is listed in the Monterey Bay Aquarium's Seafood Watch Guide as "Best Choices" or is certified by the Marine Stewardship Council (See Appendix B: Good Food Purchasing Resource Guide – Learn More About Good Food Sourcing: Sustainable Seafood).

# Value 3:
## Valued Workforce Purchasing Goals

### LEVEL 1 — BASELINE

— Distributor has policy to respect the freedom of association of farmers, ranchers, and fisherfolk;
and
— All vendors and suppliers*: sign in writing that they comply with domestic labor law (including state and local) in countries where they produce goods and services, as well as the core standards of the International Labour Organization (ILO):

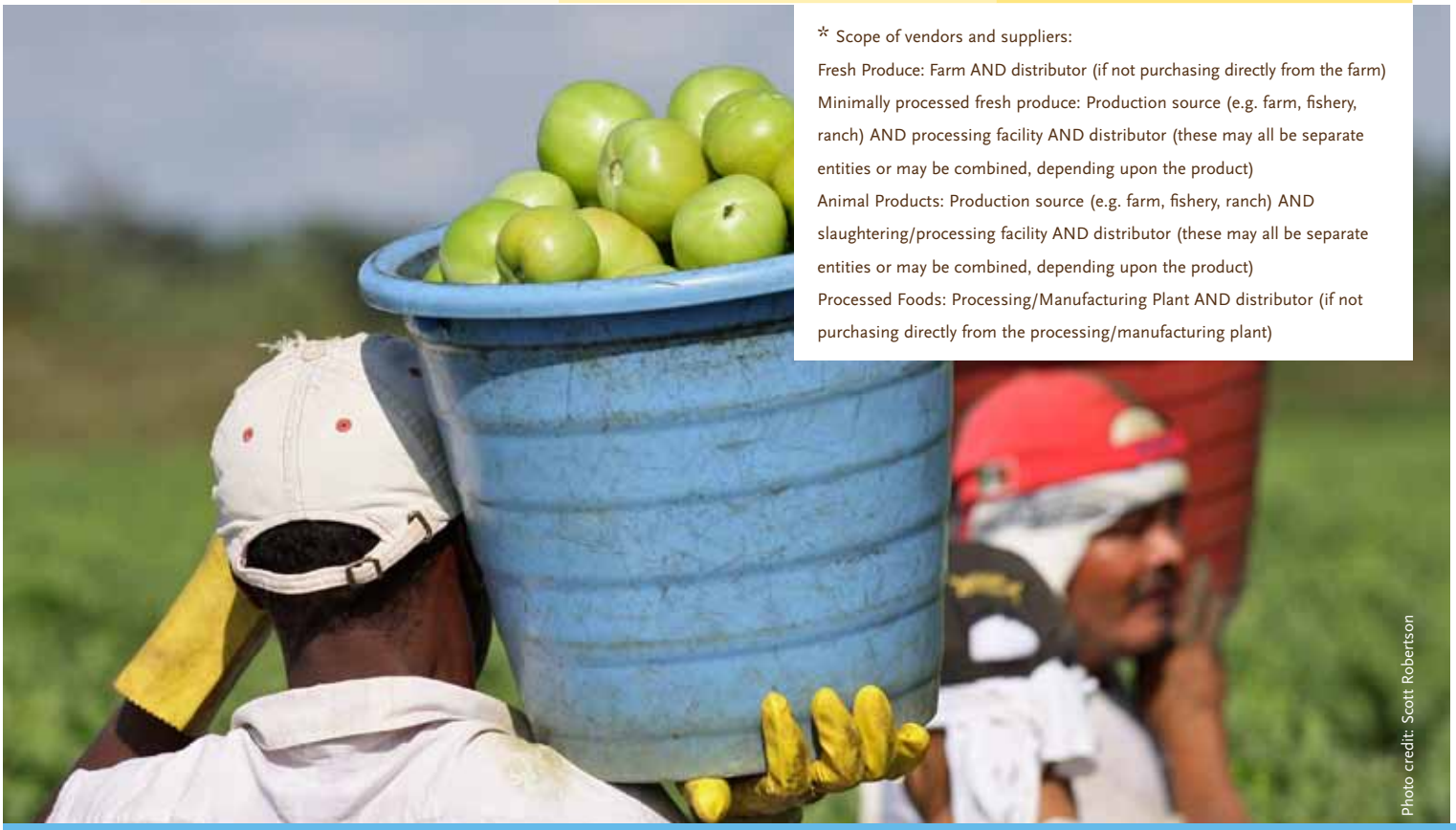
1. Freedom of association and the right to collective bargaining.
2. Elimination of all forms of forced or compulsory labor.
3. Abolition of child labor.
4. Elimination of discrimination with respect to employment or occupation

### LEVEL 2

— Meets the Level 1 baseline requirements;
and
Vendor and Supplier*
— Have a social responsibility policy, which includes:
(1) union or non-poverty wages;
(2) respect for freedom of association and collective bargaining;
(3) safe and healthy working conditions;
and
(4) prohibition of child labor, except as allowed by domestic law and at least one additional employment benefit such as:
(5) health care benefits
(6) paid sick days;
(7) profit-sharing with all employees;
or
— Are Fair Trade Certified (for international products)

### LEVEL 3

— Meets the Level 1 baseline requirements;
and
Vendor and Supplier*
— Have a union contract with their employees;
or
— Are a worker-owned Cooperative;
or
— Have signed the CIW Fair Food Supplier Code of Conduct;
or
— Are Food Justice-Certified by the Agricultural Justice Project;
or
— Are certified by the Equitable Food Initiative



* Scope of vendors and suppliers:
Fresh Produce: Farm AND distributor (if not purchasing directly from the farm)
Minimally processed fresh produce: Production source (e.g. farm, fishery, ranch) AND processing facility AND distributor (these may all be separate entities or may be combined, depending upon the product)
Animal Products: Production source (e.g. farm, fishery, ranch) AND slaughtering/processing facility AND distributor (these may all be separate entities or may be combined, depending upon the product)
Processed Foods: Processing/Manufacturing Plant AND distributor (if not purchasing directly from the processing/manufacturing plant)

Photo credit: Scott Robertson

To be recognized as a Good Food purchaser, an institution scores one or higher in the Valued Workforce Category.

| | TARGET | POINTS AWARDED |
|---|---|---|
| LEVEL 1 — BASELINE | Year 1: All vendors and suppliers sign in writing that they respect the freedom of association of farmers, ranchers, and fisherfolk and comply with domestic labor law (including state and local) in countries where they produce goods and services, as well as the core ILO standards.<br>OR<br>If vendor and/or suppliers do not have current capacity to meet fair food purchasing goals, the vendor may submit a plan to achieve full compliance at least at the baseline level by end of Year 1. | 1 |
| | Year 5: All vendors and suppliers sign in writing that they respect the freedom of association of farmers, ranchers, and fisherfolk and comply with domestic labor law (including state and local) in countries where they produce goods and services, as well as the core ILO standards. | 1 |
| LEVEL 2 | Year 1: Institution complies with baseline Level 1 fair criteria AND 5% annual average of total cost of food purchases, with a goal of increasing at least 2% per year will come from Level 2 fair sources. | 2 |
| | Year 5: Institution complies with baseline Level 1 fair criteria AND 15% annual average of total cost of food purchases will come from Level 2 fair sources by fifth year of participation. | 1 |
| LEVEL 3 | Year 1: Institution complies with baseline Level 1 fair criteria AND 5% annual average of total cost of food purchases, with a goal of increasing at least 2% per year will come from Level 3 fair sources. | 3 |
| | Year 5: Institution complies with baseline Level 1 fair criteria AND 15% annual average of total cost of food purchases will come from Level 3 fair sources by fifth year of participation. | 1 |
| EXTRA POINTS (Applies to annual food purchases) | Buying entity establishes a reporting system for workers to report violations with a protection for workers from retaliation. | 1 |
| | Institution complies with baseline Level 1 fair criteria AND 25% of annual average of total cost of food purchases comes from Level 2 or 3 fair sources. | 1 |

**Steps to Implementation:**

— Ask that your distributor source agricultural products, which come from farms and food processors with union contracts or certified by one of the programs in the Level 3 Valued Workforce category (See Appendix B: Good Food Purchasing Resource Guide – Learn More About Good Food Sourcing: Valued Workforce).

— Ask your distributor to encourage suppliers to review the Agricultural Justice Project's toolkit and a list of resources to help farmers and food businesses to adjust their labor policies, develop documentation, and learn how to develop a social responsibility policy.[4]

— Ask your distributor to develop long-term relationships with its suppliers and pay fair prices – review the Agricultural Justice Project's standards section on Food Business Responsibilities to Farmers.[5]

[4] http://www.agriculturaljusticeproject.org/full_farmer_toolkit.pdf

[5] http://www.agriculturaljusticeproject.org/AJP_stnds_sect_1.pdf

# Value 4:

## Animal Welfare Purchasing Goals

### MILK & DAIRY

| LEVEL 1 — BASELINE | LEVEL 2 | LEVEL 3 |
|---|---|---|
| Produced from Pastured Cows;<br>or<br>USDA Organic | American Humane Certified | Animal Welfare Approved;<br>or<br>Humane Farm Animal Care/Certified Humane Raised and Handled® |

### MEAT & POULTRY

| LEVEL 1 — BASELINE | LEVEL 2 | LEVEL 3 |
|---|---|---|
| Step 1 of Global Animal Partnership 5-Step Animal Welfare Rating standards;<br>or<br>USDA Organic;<br>or<br>Cage-free eggs;<br>or<br>Pastured | Step 2 of Global Animal Partnership 5-Step Animal Welfare Rating standards;<br>or<br>American Humane Certified | Step 3 or higher of Global Animal Partnership 5-Step Animal Welfare Rating standards;<br>or<br>Animal Welfare Approved;<br>or<br>Humane Farm Animal Care/Certified Humane Raised and Handled® |

Photo credit: Haan-Fay Chau

To be recognized as a Good Food purchaser, an institution scores one or higher in the Animal Welfare Category.[6]

| | YEAR 1 TARGET | POINTS AWARDED |
|---|---|---|
| LEVEL 1 — BASELINE | **Year 1:**<br>1) 15% annual average of total cost of milk and dairy products and animal protein product purchases, increasing at least 2% per year will come from Level 1 humane sources.<br>2) 100% of all eggs are cage-free.<br>OR<br>If vendor and/or suppliers do not have current capacity to meet animal welfare purchasing goals, the vendor may submit a plan to achieve full compliance at least at baseline level by end of year one. | 1 |
| | **Year 5:**<br>1) 25% annual average of total cost of milk and dairy products, and animal protein product purchases will come from Level 1 humane sources by fifth year of participation.<br>2) 100% of all eggs are cage-free. | 1 |
| LEVEL 2 | **Year 1:**<br>1) 15% annual average of total cost of milk and dairy products and animal protein products, increasing at least 2% per year will come from Level 2 humane sources.<br>2) 100% of all eggs are cage-free. | 2 |
| | **Year 5:**<br>1) 25% annual average of total cost of milk and dairy products, and animal protein product purchases will come from Level 2 humane sources by fifth year of participation.<br>2) 100% of all eggs are cage-free. | 1 |
| LEVEL 3 | **Year 1:**<br>1) 15% annual average of total cost of milk and dairy products, and animal protein product purchases, increasing at least 2% per year will come from Level 3 humane sources.<br>2) 100% of all eggs are cage-free. | 3 |
| | **Year 5:**<br>1) 25% annual average of total cost of milk and dairy products, and animal protein product purchases will come from Level 3 humane sources by fifth year of participation.<br>2) 100% of all eggs are cage-free. | 1 |
| EXTRA POINTS **(Applies to annual food purchases)** | Institution encourages plant based diets by offering 100% vegetarian and/or vegan options. | 1 |
| | 50% annual average of total cost of milk and dairy products, and animal protein products purchases come from humane sources. | 1 |

**Steps to Implementation:**

— Request that your distributor buy and sell animal protein products that carry a third-party certification such as, Global Animal Partnership, produced from AGA Grass-Fed cows, Humane Farm Animal Care/Certified Humane Raised and Handled®, and Animal Welfare Approved (See Appendix B: Good Food Purchasing Resource Guide – Learn More About Good Food Sourcing: Animal Welfare).

[6] If only plant-based food options are offered and thus no milk and dairy products, eggs, and animal protein products are purchased, institution receives full (3) points.

# Value 5:
## Nutrition Goals

To be recognized as a Good Food purchaser, an institution meets at least 13 out of 25 items in the Nutrition Category[7]

| YEAR 1 TARGET | POINTS AWARDED |
|---|---|
| Fruits, vegetables, and whole grains account for at least 25% of total food purchases | 1 |
| Seasonal fruits and vegetables are sourced to ensure best taste, quality, and price | 1 |
| To the greatest extent possible, purchase whole fruits, without added sugar. When whole and unprocessed fruit cannot be purchased, due to cost or availability, purchase frozen fruit. If frozen products are unavailable, fruit should be canned in its own juice with no sugars added | 1 |
| To the greatest extent possible, purchase whole vegetables, without added sodium and fat. When whole and unprocessed vegetables cannot be purchased due to cost or availability, purchase frozen vegetables. If frozen products are unavailable, canned vegetables should be low sodium (per FDA definitions)[8] or have "no salt added" | 1 |
| Prioritize the purchase of whole-grain, high-fiber options [9] | 1 |
| Prioritize offering plant-based main dishes at each meal service[10] | 1 |
| If meat is offered, prioritize the purchase of "extra lean" (total fat ≤ 5%) and "lean" (total fat ≤ 10%) meat such as skinless chicken, turkey, ground beef, and pork | 1 |
| If meat is offered, minimize the purchase of processed meats[11] | 1 |
| If dairy products are offered, prioritize the purchase of Fat-Free or Low Fat dairy products (1% milk fat or less with no added sweeteners). If milk is offered, soy, rice, or other non-dairy milk alternatives without added sweeteners are available | 1 |
| Prioritize all juice purchased to be 100% fruit juice with no added sweeteners and vegetable juice that is Low Sodium as per FDA definitions[12] | 1 |
| At least 50% of available beverage choices (excluding 100% fruit and Low Sodium vegetable juices and Fat Free or Low Fat milk with no added sweeteners) must contain ≤ 25 calories per 8 ounces | 1 |
| Require drinking water (preferably cold tap water in at least 12 ounce cup sizes) to be offered | 1 |
| Eliminate the use of hydrogenated and partially hydrogenated oils for cooking and baking | 1 |
| Offer Low Fat and/or Low Calorie and/or Low Sodium condiments as per FDA definitions[13] | 1 |
| Commit to developing and implementing a gradual sodium reduction plan that meets current Dietary Guidelines for Americans (DGA) standards | 1 |
| All pre-packaged food has zero grams trans fat per serving (as labeled) | 1 |
| Eliminate the use of deep frying | 1 |
| Prioritize the preparation of all protein, including fish, poultry, meat, or meat alternatives in a low fat way (broiling, grilling, baking, poaching, roasting, or steaming) | 1 |
| Display water, diet drinks (do not exceed 25 cal. per 8oz), 100% fruit juice without added sweeteners, Low Sodium vegetable juices, Fat Free or Low Fat dairy products with no added sweeteners, and milk alternative products in eye level sections of beverage cases (if applicable) | 1 |
| Prioritize the location of fruit and/or non-fried vegetables at convenient, high-visibility locations (including at front of cafeteria lines) and within reach of checkout registers (if applicable) | 1 |

| | |
|---|---|
| Highlight fruit with no-added sweeteners and non-fried vegetable offerings with signage | 1 |
| Remove candy bars, cookies, chips and beverages with added sugars (such as soda, sports and energy drinks) from checkout register areas/point-of-purchase (if applicable) | 1 |
| Menu lists the nutritional information for each item using the federal menu labeling requirements under the Patient Protection and Affordable Care Act of 2010 as a guide | 1 |
| Prioritize portion control strategies, if applicable (e.g. utilizing 10' or smaller plates for all meals or make available reduced-size portions of at least 25% of menu items offered, and offer reduced-size portions at a lower price than regular-sized portions)[14] | 1 |
| Develop a worksite wellness program including nutrition education for employees and/or patrons | 1 |

**LEVEL 1 HEALTHY – MEETS 13–15 OUT OF 25**
**LEVEL 2 HEALTHY – MEETS 16–20 OUT OF 25**
**LEVEL 3 HEALTHY – MEETS 21–25 OUT OF 25**
**EXTRA POINTS HEALTHY – MEETS ALL 25 POINTS (1 POINT)**

[7] All nutrition goals listed above may not apply to all types of food service institutions. Food service institutions must ensure the above nutrition goals comply with local, state and federal law that may govern individual food service programs such as youth detention facilities, school meal programs and other meals served to dependent community members. Each food service institution will be eligible for points towards the good food pledge based on the total potential applicable points for that type of food service venue. LAFPC will work with each institution individually on their institution's pledge criteria. These nutrition goals were developed from reputable sources including the United States Department of Agriculture, the Food and Drug Administration, as well as other leading health organizations. The above nutrition goals will be reviewed and revised periodically to ensure they meet current dietary recommendations and take into consideration program implementation.

[8] Low sodium is defined as 140 mg or less per Reference Amount Customarily Consumed (RACC)

[9] Whole grain is listed as the first or second ingredient; 2 grams or more of fiber/serving

[10] Recommend plant-based dishes to include fruits, vegetable, beans, and legumes

[11] If processed meats are offered, recommend using only products with no more than 480 mg per 2 oz.

[12] Low Sodium is 140 mg or less per RACC

[13] Low-Fat is 3 g or less per RACC (and per 50g if RACC is small); Low Sodium is 140 mg or less per RACC (and per 50g if RACC is small); Low Calorie is 40 calories or less per RACC (and per 50g if RACC is small).

[14] Reduced-sized portions are no more than 70% of the weight, measured in grams, of a regular-size portion of the same menu item.

## ACCOUNTABILITY AND TRACEABILITY

An institution's Good Food purchases are generally limited by their produce and distribution firms because of their access to products carrying food safety approval. Compliance and/or meeting procurement objectives also fall to the produce and food distributors. Therefore bids and contracts should have clauses for ascertaining product traceability, identification, record keeping, and reporting. These clauses may already be accommodated in current Hazard Analysis & Critical Control Points (HACCP) and other third-party action plans.

The Purchaser should develop a customized program in partnership with their distributor and/or produce house to accomplish all of the traceability necessary for each purchaser's specific needs around Good Food purchases.

Photo credit: M. Jill Overdorf

Sound Good Food bids could include the following accountability and traceability requirements for any produce or distribution firm:

— The name and location of farms and processing facilities providing Good Food to an institution will be provided to the institution at the time of ordering, a week or two prior to ordering or on the product list of available food items. Typically, the produce lists of available products from distributors and produce houses are the way buyers are notified to select the food they want to purchase. Vendors should list how each Good Food supplier fulfills and verifies identified Good Food goals, including local, environmentally sustainable, fair, animal welfare and healthy.

— If an existing vendor is unable to comply with specific targets within the overall Good Food framework, the vendor will be asked to submit a plan outlining a strategy with benchmarks to achieve full compliance within one year and update the plan annually during term of contract. Vendors will verify their progress and compliance with the plan during specified benchmark periods.

— The vendor will provide the net price paid to farmers, ranchers, or fisherfolk to the Purchasing Institution on a per pound, per case, or other applicable case count prior to the distributor's or produce firm's mark up. Costs should be fair, reasonable and transparent. The Purchaser should develop this transparent program in partnership with their Distributor and/or Produce House.

— Paperwork that proves the origin of any processed food items will be provided to an institution upon request, but shall be kept on record by produce or distribution firms. We recommend the development and implementation of a transparent record keeping system between purchasers and fresh produce processors so that there are checks and balances in place in order to confirm that Good Food products remain intact throughout the processing chain

## EDUCATION AND MARKETING

Marketing and education of Good Food are critical to building buy-in and support from employees, consumers, and other customers.

Educate and engage – Suppliers and their employees along the supply chain from farm to cafeteria need to be informed, educated, and encouraged to be active participants in creating a successful Good Food Purchasing Program. Successful implementation of these programs in food service settings depends on empowered food service workers in the kitchens and knowledgeable employees, students, or customers visiting the food service venue.

Communicate good work, helping to encourage growth in both the demand for and the supply of Good Food. Be a willing educator of patrons and colleagues.

## FINAL THOUGHTS

Food is only one facet of creating a Good Food community. Advocacy for Good Food venues involve several other components:

— Educational outreach both to staff and the surrounding community;
— Use of reusable and environmentally preferred non-reusable food service ware items and minimizing waste by adopting the waste hierarchy of reduce, reuse, and recycle ;
— Reducing energy use by installing energy-efficient equipment and making sure it is properly maintained an up-to-date;
— Supporting local farms, farmers' markets, and communi supported agriculture;
— Food donation and waste reduction;
— Alignment of food vendor options with the facility's healthy, sustainable food program; and
— Responsible employer policies related to wages, benefits and promotions for food service employees.

While this document focused on Good Food purchasing, we are happy to provide additional resources on other aspects of Good Food business implementation.

Photo credit: M. Jill Overdorf

# APPENDIX A: Glossary of Terms

**Food Justice-Certified:** a domestic fair trade label by the Agricultural Justice Project that certifies fair prices and terms for farmers and at the same time fair working conditions for all employees in certified operations. The standards are rights-based, such as the right to freely negotiate the terms of employment and freedom of association, and a verification model that ensures a safe space is created in which workers can exercise those rights. Other key provisions of the program include strong health and safety protections, including a preference for organic production and strong restrictions on the use of occupational toxins when a farm is not organic; clear grievance and complaints procedures including the right to appeal; and standards covering living wages, housing conditions, and more.

Source: http://www.foodfirst.org/en/node/3098

Website: www.agriculturaljusticeproject.org/standards.html

**American Humane Certified:** a voluntary, third-party animal welfare audit process based on five freedoms:

— Freedom from thirst and hunger – by ready access to fresh water and a diet to maintain full health and vigor
— Freedom from discomfort – by providing an appropriate environment including shelter and a comfortable resting area
— Freedom from pain, injury and disease – by prevention or rapid diagnosis and treatment
— Freedom to express normal behavior – by providing sufficient space, proper facilities and company of the animal's own kind
— Freedom from fear and distress – by ensuring conditions and treatment which avoid mental suffering

Source: http://www.naturalnews.com/028552_humane_animals.html#ixzz27nxDdi1t

Website: http://www.humaneheartland.org/our-standards

**Animal Welfare Approved:** A consumer certification and labeling program which indicates that egg, dairy, meat or poultry products have been produced with the welfare of the farm animal in mind. The animals have access to the outdoors and are able to engage in natural behavior. No cages or crates may be used to confine the animals, and growth hormones and subtherapeutic antibiotics are disallowed. Some surgical mutilations, such as beak-mutilation of egg-laying hens, are prohibited, while others, such as castration without painkiller, are permitted. Compliance is verified through third-party auditing.

**Biodynamic:** a farming method that encourages the use of preparations made from fermented manure, minerals and herbs are used to help restore and harmonize the vital life forces of the farm and to enhance the nutrition, quality and flavor of the food being raised. Biodynamic practitioners also recognize and strive to work in cooperation with the subtle influences of the wider cosmos on soil, plant and animal health. Source/Website: https://www.biodynamics.com/biodynamics.html

**Cage Free:** This label indicates that the flock was able to freely roam a building, room, or enclosed area with unlimited access to food and fresh water during their production cycle. Beak cutting is permitted. There is no third-party auditing. Source: Agricultural Marketing Service, USDA; Humane Society

**Certified Humane Raised & Handled:** A consumer certification and labeling program which indicates that egg, dairy, meat or poultry products have been produced with the welfare of the farm animal in mind. Farm animal treatment standards include: Allow animals to engage in their natural behaviors; Raise animals with sufficient space, shelter and gentle handling to limit stress; Make sure they have ample fresh water and a healthy diet without added antibiotics or hormones. Producers also must comply with local, state and federal environmental standards. Processors must comply with the American Meat Institute Standards, a higher standard for slaughtering farm animals than the Federal Humane Slaughter Act. www.certifiedhumane.com

**Certified Organic:** Products must meet the federal organic standards as determined by a USDA approved certifying agency. Organic foods cannot be grown using synthetic fertilizers, chemicals, or sewage sludge; cannot be genetically modified; and cannot be irradiated. Organic meat and poultry must be fed only organically grown feed (without any animal byproducts) and cannot be treated with hormones or antibiotics. In order to bear the USDA "Certified Organic" seal, a product must contain 95 to 100 percent organic ingredients. Products that contain more than 70 percent, but less than 94 percent organic ingredients can be labeled "Made with Organic Ingredients," but cannot use the USDA "Certified Organic" seal. Organic ingredients can be listed on the packaging of products that are not entirely organic. http://www.ams.usda.gov/NOP/indexNet.htm. While some small farmers grow their food using organic methods, they choose not to go through the certification process for economic or ideological reasons, so they cannot label their food "certified organic."

**CIW Fair Food Supplier Code of Conduct:** a set of labor standards developed by the Coalition for Immokalee Workers designed to improve working conditions and give workers the ability to voice their concerns over safety, working conditions, and Code violations without fear of retribution. Growers are required to keep a proper time registration system, hire farm workers as employees and pay them wages and benefits directly, provide protective equipment and training, ensure breaks and opportunities for advancement, and implement proper workplace safety systems.
Source: http://fairfoodstandards.org/code.html

**Cooperative:** An autonomous association of persons united voluntarily to meet their common economic, social, and cultural needs and aspirations through a jointly owned and democratically controlled enterprise.

**Conventionally Grown:** Food grown using chemical fertilizers, pesticides, and herbicides. In most situations, default options are conventionally grown.

**Equitable Food Initiative Certified:** a program that certifies standards for working conditions, pesticide use and food safety. EFI's labor standards protect farm workers' health and safety; guarantee their freedom of association; provide fair compensation and conditions of employment; ensure non-discrimination and non-retaliation; create dispute settlement mechanisms; address housing conditions; establish a social premium; and cover workers on temporary visas. EFI's food safety standards address risks arising from land and water use, soil amendments, animal waste, and post-harvest packaging and transportation. Environmental standards focus on the safe management of pests, soil, water and habitat.
Website: http://www.equitablefood.net

**Family Farm:** A farm managed by a family or individual who owns the animals or land, receives a good portion of their livelihood from the farm, and participates in the daily labor to work and manage the farm. The USDA also defines a small family farm as having less than $250,000 gross receipts annually.
Source: http://www.nifa.usda.gov/nea/ag_systems/in_focus/familyfarm_if_overview.html

**Fair:** All participants in the food supply chain receive fair compensation and fair treatment, free of exploitation.

**Fair Trade:** A certified label that guarantees that farmers and their workers receive a living wage and a fair price for their labor and their product, and that the product is produced in an ecologically sound manner.

**Foodshed:** Like a watershed (where the idea of the foodshed takes its inspiration), a foodshed measures the reach of the local landscape in terms of its food production capacities. A foodshed's size is determined by its "structures of supply," the regional, economic, political, and transportation systems that determine how food gets from farm to table. The Los Angeles Urban Rural Roundtable, convened by the Roots of Change in 2010, defined the Los Angeles foodshed as the two hundred mile radius around the Los Angeles urban core, from which the region draws much of its food to feed the local population. This concept continues to evolve. As a starting point, we refer to the 200-mile threshold as the Los Angeles regional foodshed.

**Food Alliance Certified:** Organization that certifies producers based on healthy and humane animal treatment with no added growth promotants or sub-therapeutic antibiotics, soil and water conservation, integrated pest, disease and weed management, pesticide risk reduction, wildlife habitat and biodiversity conservation, safe and fair working conditions.
Website: http://foodalliance.org/certification

**Free Range:** A USDA-certified label that guarantees that animals (usually poultry) had room to move around and "access to the outdoors." These standards apply to poultry bred for eating only, not to hens that produce eggs. It does not guarantee that the animals ever went outside or that the outdoor space provided was good pasture.

**Good Food:** Good Food is defined by the Los Angeles Food Policy Council as food that is: 1) Healthy: a) Foods meet the Dietary Guidelines for Americans and provide freedom from chronic ailment; b) Food is delicious, safe, and aesthetically pleasing.; 2. Affordable: Foods that people of all income levels can purchase.; 3. Fair: a) All participants in the food supply chain receive fair compensation and fair treatment, free of exploitation.; b) High quality food is equitable and physically and culturally accessible to all; 4) Sustainable: Produced, processed, distributed, and recycled locally using the principles of environmental stewardship (in terms of water, soil, and pesticide management).

**Genetically Modified Organisms (GMOs):** In the context of food, GMOS are agricultural products (crops or animals) that have been genetically engineered to possess certain traits. Since there is minimal research on the long-term impacts that GMOs may have on the earth and human health, many organizations caution against use and consumption of GMOs. Organic products are, by definition, non-GMO.

**Global Animal Partnership 5-Step Animal Welfare Rating standards:** a tiered standards program that encourages higher welfare practices and systems to the benefit of farmers, consumers, retailers, and the animals. Step 1 prohibits cages and crates. Step 2 requires environmental enrichment for indoor production systems; Step 3, outdoor access; Step 4, pasture-based production; Step 5, an animal-centered approach with all physical alterations prohibited; and, finally, Step 5+, the entire life of the animal spent on an integrated farm.
Website: http://www.globalanimalpartnership.org/the-5-step-program/

**Grassfed (American Grassfed Association (AGA) Certified):** This label ensures that animals have continuous access to pasture during the growing season (as opposed to being confined or eating grass out of a trough) and cannot be fed grain or grain products, which can diminish the nutritive benefits of grass feeding.

**Grassfed (USDA Certified):** Meat products derived from ruminant animals, e.g. beef cattle, dairy cattle, and lamb, may be approved to carry the USDA "grass-fed" label claim if the animal was fed a diet of grass and/or forage throughout it's lifetime, with the exception of milk consumed prior to weaning. Animals cannot be fed grain or grain by-products and must have continuous access to pasture during the growing season (last frost in spring to first frost in fall). Use of hormones or antibiotics is not addressed.

**Hazard Analysis & Critical Control Points (HACCP):** HACCP is a management system in which food safety is addressed through the analysis and control of biological, chemical, and physical hazards from raw material production, procurement and handling, to manufacturing, distribution and consumption of the finished product.
Source: http://www.fda.gov/food/foodsafety/hazardanalysiscriticalcontrolpointshaccp/default.htm

**Healthy:** Foods meet the Dietary Guidelines for Americans and provide freedom from chronic ailment. Food is delicious, safe, and aesthetically pleasing.

**Hormone Free:** Milk that comes from cows who have not been treated with rBST, also known as rBGH or bovine growth hormone.

**Integrated Pest Management (IPM):** IPM growers practice a variety of techniques: they apply natural substances like kelp, rock powders, and compost to keep crops disease resistant. They monitor trees and set traps to capture insects. Ideally, IPM growers use pesticides only as a last resort, when pest damage would keep them from bringing in a profitable crop.

**Large Scale Operation (LSO):** Large scale operations include all levels of the food supply chain. The size is defined by type of operation:

— LSO Farm — a farm larger than 499 acres (NOTE: LSO Farm, as defined by the Good Food Purchasing Guidelines, is based upon the classification of farms by acreage in the 2007 USDA Agricultural Census).
— LSO Food Business — A business (including food processors) whose three (3) year average annual gross revenues exceed $7 million (NOTE: Size of non-farm food business definition is based on City of Los Angeles Business Inclusion Program).

**Living Wage:** A wage that allows workers to meet their and their families' basic needs, including housing, food, childcare, transportation, healthcare, clothing, and recreation costs for the area in which they live.

**Local:** The term "local" will vary depending on your location and what is available to you. The Los Angeles Food Policy Council has defined Los Angeles County's foodshed to span 200 miles, ten counties and touch over 22 million people. This ten county region includes: Kern, Ventura, San Diego, Imperial, Riverside, Santa Barbara, San Luis Obispo, San Bernardino, Orange, and Los Angeles. The term "local" will vary depending on your location and what is available to you.

**Los Angeles Business Inclusion Program Definitions:**

— Small Business Enterprise (SBE): For the purpose of The Business Inclusion Program, Small Business Enterprise shall mean a business enterprise that meets the following criteria:

— A business (personal or professional services, manufacturer, supplier, and vendor) whose three (3) year average annual gross revenues does not exceed $7 million.
— A business (construction contractors) whose three (3) year average annual gross revenues does not exceed $14 million.

— Emerging Business Enterprise (EBE): For the purpose of this program, Emerging Business Enterprise shall mean a business enterprise whose three (3) year average annual gross revenues do not exceed $3.5 million.

Source: http://gsd.lacity.org/sms/BIP%20OUTREACH%20DOCUMENTATION%20&%20PROCESS.pdf)

**Marine Stewardship Council certified:** an independent, non-profit organization that sets standards for sustainable fishing based on three principles:

— The fishing activity must be at a level which is sustainable for the fish population. Any certified fishery must operate so that fishing can continue indefinitely and is not overexploiting the resources.
— Fishing operations should be managed to maintain the structure, productivity, function and diversity of the ecosystem on which the fishery depends.
— The fishery must meet all local, national and international laws and must have a management system in place to respond to changing circumstances and maintain sustainability.

Website: http://www.msc.org/

**Meatless Mondays campaign:** non-profit initiative of The Monday Campaigns, in association with the Johns Hopkins' Bloomberg School of Public Health that encourages people, groups and organizations to not eat meat on Mondays to improve their health and the health of the planet. The campaign provides information and vegetarian recipes ideas based on USDA nutritional guidelines on their website.
Website: http://www.meatlessmonday.com/

**Medium Scale Operation (MSO):** Medium scale operations include all levels of the food supply chain. The size is defined by type of operation:

— MSO Farm — a farm between 180 and 499 acres (NOTE: MSO Farm, as defined by the Good Food Purchasing Guidelines, is based upon the classification of farms by acreage in the 2007 USDA Agricultural Census).
— MSO Food Business — a business (including food processors) whose three (3) year average annual gross revenues fall between $3.5 million and $7 million. (NOTE: Size of non-farm food business definition is based on City of Los Angeles Business Inclusion Program).

**Non-GMO Project Verified:** is a verification program that seeks to assist farmers, processors and manufacturers in avoiding the contamination of GMO's by progressively reducing the risk of GMO contamination. The Project requires practices and processes for controlling GMO contamination by these at-risk inputs and ingredients. Methods such as segregation, traceability, risk assessment, sampling techniques, and quality control management are emphasized.
Website: http://www.nongmoproject.org/

**Organic:** Food grown without the use of chemical pesticides, herbicides, or fertilizers. Animals must be fed organic feed and cannot be given antibiotics or growth hormones. Organic foods may not be genetically modified or irradiated or contain artificial preservatives or additives. Organic meats must come from animals that are "free range."

**PRiME (Pesticide Risk Mitigation Engine) score:** an online tool that ranks pesticide products for impacts on birds, earthworms, small mammals, aquatic ecosystems and worker/bystander health and safety. This tool applies best available science to permit producers, advisors and regulatory professionals to compare different pest management scenarios for any commodity and select options with the fewest potential environmental and health hazards. Risk is presented on a low/moderate/high scale. Risk index scores below a 10% chance of an undesirable effect to be in the low risk category, where no further risk mitigation is needed. Realistically, 10% is within the margin of error for our risk models. Risk index scores between 10% and 50% fall into the moderate risk category where risk mitigation is recommended. Risk index scores above a 50% chance of an undesirable effect fall into the high-risk category.
Website: http://ipmprime.org

**Procurement:** The sourcing and purchasing of food to supply foodservice operations. Procurement involves identifying the food needs of the customer base for the foodservice operation, specifying product requirements, identifying suppliers, taking deliveries, inspecting and storing items, and, depending on the size of the operation, soliciting and evaluating bids and proposals, controlling inventory, and paying suppliers.

**Protected Harvest certified:** a points-based certification program is designed to ensure that crops have been raised with integrated pest management. The point system is used that rewards growers for implementing ecologically based practices in nine different management categories: field scouting, information sources, pest management decisions, field management decisions, weed management, insect management, disease management, soil and water quality, and storage management. A minimum number of points must be achieved in each category to qualify for certification. Website: http://www.protectedharvest.org/

**"Raised without antibiotics" or "No antibiotics administered" (poultry and meat products):** These USDA approved label claims imply that no antibiotics were administered to the animal at any point during its life. If an animal becomes sick and requires treatment, it should be segregated from other animals and sold as a conventional meat product. Source: http://www.fsis.usda.gov/Fact_Sheets/Meat_&_Poultry_Labeling_Terms/index.asp

**Raised without added hormones or "No hormones added" (beef and lamb only):** This USDA approved label claim implies that no added hormones were given to the animal at any point during its life. Most meaningful when used on beef or lamb products since the use of added hormones is prohibited in poultry and pork production. http://www.fsis.usda.gov/Fact_Sheets/Meat_&_Poultry_Labeling_Terms/index.asp

**rBGH-free or rBST-free (dairy):** Recombinant Bovine Growth Hormone is a genetically engineered artificial hormone, which is injected into cows to increase milk production. Labeling is voluntary. http://www.foodandwaterwatch.org/take-action/consumer-tools/the-milk-tip/

**Small Scale Operation (SSO):** Small scale operations include all levels of the food supply chain. The size is defined by type of operation:

— SSO Farm — a farm smaller than 180 acres. (NOTE: SSO Farm, as defined by the Good Food Purchasing Guidelines, is based upon the classification of farms by acreage in the 2007 USDA Agricultural Census. This is in contrast to the USDA definition of "small farm," which is classified by gross sales less than $250,000.)

— SSO Food Business — a business enterprise (including food processors) whose three (3) year average annual gross revenues do not exceed $3.5 million.

(NOTE: Size of non-farm food business definition is based on City of Los Angeles Business Inclusion Program).

**Source:** A source includes not only the food supplier that the purchaser does business with directly, but also all prior links in the supply, processing and production chain, starting with the farm. The supplier who is working directly with the purchaser will take good faith measures to ensure that, to the best of the supplier's knowledge, the supplier's sources also comply with the Good Food Purchasing Guidelines.

**Stewardship Index for Specialty Crops:** a multi-stakeholder initiative to develop a system for measuring sustainable performance throughout the specialty crop supply chain. The Index does not provide standards, but instead provides a yardstick for measuring sustainable outcomes by offering a suite of outcomes-based metrics to enable operators at any point along the supply chain to benchmark, compare, and communicate their own performance. The four key environmental indicators in the latest version are soil health and the use of nutrients, energy and water. Website: http://www.stewardshipindex.org/

**Sustainable:** Systems and practices that can be continued indefinitely into the foreseeable future without reliance upon ongoing depletion of non-renewable resources (e.g., soil, energy, biological diversity) or widening social inequities (within and across communities, countries, or generations). With respect to agriculture, the term can include, but is not limited to or synonymous with, certified organic production practices.

**Sustainable Seafood:** Seafood that comes from sources, either farmed or wild, that can maintain production indefinitely without affecting the integrity of the surrounding ecosystem.

**Transitional Organic:** This label has been used in the past to mean that a farmer is using organic methods but has not reached the three-year pesticide-free requirement and cannot yet use the Certified Organic label. The USDA does not currently allow or sanction the use of this label for official marketing purposes.

**USDA Farm Classification System**

The USDA Economic Research Service (USDA-ERS) has developed a farm classification system to divide U.S. farms into eight mutually exclusive and more homogeneous groups. The farm typology focuses on "family farms," or farms organized as proprietorships, partnerships, and family corporations that are not operated by a hired manager. To be complete, however, it also includes nonfamily farms. For more info, see http://www.extension.org/pages/13823/usda-small-farm-definitions

**Value Chain:** The Wallace Center differentiates food value chains from traditional supply food supply chains in the following way: New food value chains - 1) Operate as a series of win-win strategic partnerships rather than win-lose, interchangeable business deals; and 2) Differentiate products by attributes that traditional supply chains do not typically monitor or promote, such as the environmental and social benefits behind a particular producer's practices.

Source: http://www.wallacecenter.org/our-work/Resource-Library/Innovative-Models/NGFN%20Case%20Study_Syscos%20Journey%20From%20Supply%20Chain%20to%20Value%20Chain.pdf

# APPENDIX B: Good Food Purchasing Resource Guide

## HEALTHY, LOCAL & SUSTAINABLE FOOD PURCHASING POLICIES & GUIDELINES

### Restaurants

Green Seal™: GS 46 Restaurants & Food Service
http://www.greenseal.org/GreenBusiness/Standards.aspx?vid=ViewStandardDetail&cid=0&sid=27

SustainWeb: Ethical Eats (UK based restaurants and caterers committed to sourcing sustainable foods)
http://www.sustainweb.org/ethicaleats/

Green Restaurant Association's: Dine Green
http://www.dinegreen.com/restaurants/standards.asp

San Francisco Green Business Program Standards: Restaurants
http://sfgreenbusiness.org/images/stories/program%20standards%20PDFs/Restaurant_Checklist.pdf

### Hospitals

Green Guide for Health Care™ Food Service Credits
http://www.noharm.org/us_canada/issues/food/planning.php#credits

Green Guide for Health Care™ Food Service Credits, "Environmentally Preferable Purchasing: Food Technical Brief"
http://noharm.org/lib/downloads/purchasing/EPP_Food_Tech_Brief_GGHC.pdf

Health Care Without Harm's Tools and Resources for Hospitals, Group Purchasing Organizations and Distributors
http://www.healthyfoodinhealthcare.org/resources.php#purchasingguides

Healthier Hospitals Initiative
http://healthierhospitals.org/hhi-challenges/healthier-food

Kaiser Permanente: Fact Sheet on Sustainable Food Purchasing Policy
http://xnet.kp.org/newscenter/aboutkp/green/stories/2011/110811sustainablefood.html

Partnership for a Healthier America
http://www.ahealthieramerica.org/#!/about-the-partnership

### Universities

University of California Policy on Sustainable Practices: Sustainable Foodservices Policy (page 19) http://www.universityofcalifornia.edu/sustainability/documents/policy_sustain_prac.pdf

Yale Sustainable Food Purchasing Guide http://www.yale.edu/sustainablefood/purchasing_guide_002.pdf.pdf

Yale Sustainable Food Purchasing Guidelines
http://www.yale.edu/sustainablefood/food_purchasing.html
Emory University's Sustainable Food Initiative
http://sustainability.emory.edu/page/1008/Sustainable-Food

Bon Appetit: General Sustainability Principles
http://www.cafebonappetit.com/

### K-12 Schools

Washington D.C: Healthy Schools Act of 2010
http://dchealthyschools.org/wordpress/wp-content/uploads/2011/11/Healthy-Schools-Act-as-Amended-20110810.pdf

Local Food Procurement for San Diego Unified School District
http://www.sandi.net/site/Default.aspx?PageID=993

Local Fruit and Vegetable Sourcing in St. Paul's Public Schools- Lessons Learned and RFP
http://food-hub.org/files/resources/

Sample Purchasing Guidelines – "Specs" Large Scale Scratch Cooking Environment- Chef Ann Cooper, Berkeley Unified School District
http://www.thelunchbox.org/sites/default/files/SAMPLE_PURCHASING_GUIDELINES2.pdf

Primer on geographic Preference: Potential, Pitfalls and Proper Procedures – School Food FOCUS
http://www.schoolfoodfocus.org

Alliance for a Healthier Generation
http://www.healthiergeneration.org/companies.aspx?id=5657

National Farm to School Network's list of resources on buying and selling local foods
http://www.farmtoschool.org/publications.php?pt=buys

**Federal, State and Municipal Government**

General Services Agency: Health and Sustainability Guidelines for Federal Concessions and Vending Operations
http://www.gsa.gov/portal/content/104429

Massachusetts State Agency Food Standards
http://www.mass.gov/eohhs/docs/dph/com-health/nutrition-phys-activity/eo509-state-agency-food-standards.pdf

City and County of San Francisco, Executive Directive: Healthy and Sustainable Food for San Francisco
http://www.sfgov3.org/ftp/uploadedfiles/sffood/policy_reports/MayorNewsomExecutiveDirectiveonHealthySustainableFood.pdf

New York City Agency Food Standards
http://www.cspinet.org/new/pdf/nyc_agency_food_standards.pdf

**General Background Resources**

Sustainable Food Policy- A Guide to Developing Sustainable Food Purchasing Policy
http://www.sustainablefoodpolicy.org/

Public Health Law and Policy: "Understanding Healthy Procurement: Using Government's Purchasing Power to Increase Access to Healthy Food"
http://www.phlpnet.org/sites/phlpnet.org/files/Understanding_Healthy_Procurement_2011.pdf

UC Sustainable Agriculture Research & Education Program, Agricultural Sustainability Institute, UC Davis: "Emerging Local Food Initiatives in Northern California Hospitals"
http://www.sarep.ucdavis.edu/CDPP/fti/Farm_To_Hospital_WebFinal.pdf

The Johns Hopkins Center for a Livable Future Health Care and Without Harm: "Balanced Menus: A Pilot Evaluation of Implementation in Four San Francisco Bay Area Hospitals"
http://www.jhsph.edu/bin/k/m/BMCReportFinal.pdf

Centers for Disease Control and Prevention (CDC): "Improving the Food Environment Through Nutrition Standards: A guide for government procurement"
http://www.cdc.gov/salt/pdfs/dhdsp_procurement_guide.pdf

Michigan Good Food Work Group Report Series: "Institutional Food Purchasing"
http://mlui.org/downloads/InstFoodPurchasingReport.pdf

## LEARN MORE ABOUT GOOD FOOD SOURCING

**Local**

USDA's List of Certified Farmers' Markets
http://apps.ams.usda.gov/FarmersMarkets/Default.aspx

See Appendix C for list of local product availability in LA (distributors and processors)

**Environmental Sustainability**

Consumer Reports
*Greener Choices: Eco-Labels Center*
http://www.greenerchoices.org/eco-labels/productArea.cfm?ProductCategoryID=174

Food Alliance, Institute for Agriculture & Trade Policy, Association for the Advancement of Sustainability in Higher Education, Healthcare Without Harm
*Third Party Certifiers for Sustainability in Food & Agriculture*
http://www.sustainablefoodpolicy.org/third-party-certifications-for-identifying-sustainably-produced-foods

Natural Resources Defense Council
*Label Lookup*
http://www.nrdc.org/living/labels/food.asp

Meatless Monday Campaign Toolkits
http://www.meatlessmonday.com/spread-the-movement/

CCOF Certified Organic
*CCOF's Organic Online Directory*
http://www.ccof.org/cgi-bin/organicdirectory_search.cgi

USDA Certified Organic
www.ams.usda.gov/nop/

Food Alliance Certified
Online directory of certified producers and handlers
http://foodalliance.org/client-search

Non-GMO Project Verified
http://www.nongmoproject.org/take-action/search-participating-products/

Stewardship Index for Specialty Crops
http://www.stewardshipindex.org/

**Sustainable Seafood**

Blue Ocean Institute
*Offers Ocean and seafood sustainability education for chefs*
http://www.blueocean.org

Monterey Bay Seafood Watch List
http://www.montereybayaquarium.org/cr/SeafoodWatch/web/sfw_factsheet.aspx

Good Catch...The Essentials: Helping You Navigate Seafood Sustainability
http://www.goodcatch.org.uk/site_media/uploads/Good_Catch...the_essentials_FINAL.pdf

Marine Stewardship Council
http://www.msc.org/

Marine Conservation Society
*Buyers guide to sustainable seafood*
http://www.fishonline.org/

The Institute for Fisheries Resources
*List of local fish seasonality*
http://www.ifrfish.org/where/los-angeles-area

**Valued Workforce**

United Farm Workers
*List of farms with union contracts:*
http://www.ufw.org/_page.php?menu=organizing&inc=orga_label.html

Agricultural Justice Project's Standards
http://www.agriculturaljusticeproject.org/AJPStandardsJuly2010Final.pdf

Agricultural Justice Project' s Toolkit for Farmers
*Sample labor policies and other resources to help farmers meet standards*
http://www.agriculturaljusticeproject.org/full_farmer_toolkit.pdf

Equitable Food Initiative
*Partnership among businesses and organizations that have come together to develop standards, training processes and a certification to protect farm workers and produce safer, healthier food.*
http://www.equitablefood.net/#!home/mainPage

Bon Appetit: Code of Conduct for Sustainable Tomato Suppliers http://www.bamco.com/uploads/documents/CODE%20OF%20CONDUCT%20FOR%20SUSTAINABLE%20TOMATO%20SUPPLIERS%20.pdf

Domestic Fair Trade Association
*DFTA is engaged in a process of developing criteria for domestic fair trade standards. Draft DFTA criteria and instructions for evaluation:*
http://www.thedfta.org/index.php?c=evaluation

Food Chain Workers Alliance
Statement on Social Certification
http://foodchainworkers.org/?page_id=232

Restaurant Opportunities Center
*National Diner's Guide*
*Consumers guide provides information on the wage, benefits, and promotion practices of the 150 most popular restaurants in America, including several high-road restaurants in Los Angeles.*
http://rocunited.org/dinersguide/

Fair World Project
http://fairworldproject.org/

**Animal Welfare**

Global Animal Partnership
*Recognizes and rewards producers for their welfare practices and promotes and facilitates continuous improvement. Standards listed here:*
http://www.globalanimalpartnership.org/the-5-step-program/our-standards/

Animal Welfare Approved
*Online directory of certified farms*
http://www.animalwelfareapproved.org/product-search/

Humane Farm Animal Care/Certified Humane Raised and Handled®
*Online directory*
http://www.certifiedhumane.org/index.php?page=where-to-buy

AGA Grass-Fed
*AGA Producer Profiles*
http://www.americangrassfed.org/producer-profiles/

Animal Welfare Approved
*Food Labeling for Dummies*
*A guide to common food label terms and claims*
http://www.animalwelfareapproved.org/wp-content/uploads/2012/08/Food-Labelling-for-Dummies-6_high-res.pdf

**Nutrition**

U.S. Department of Agriculture (USDA): *Dietary Guidelines for Americans*
http://www.cnpp.usda.gov/DGAs2010-PolicyDocument.htm

Harvard School of Public Health: *Healthy Eating Plate*
http://www.hsph.harvard.edu/nutritionsource/healthy-eating-plate/

USDA: *My Plate*
http://www.choosemyplate.gov/print-materials-ordering/dietary-guidelines.html

# APPENDIX C: Local Product Availability (Los Angeles)

***Los Angeles wholesale distribution firms with locally sourced products:***

**California Produce Wholesalers**
6818 Watcher St.
Commerce, CA 90040
Telephone: (800) 460-9193
Fax: (562) 928 3090
http://www.californiaproducewholesalers.com/

**FreshPoint Southern California**
Locally Grown Division
155 N. Orange Avenue
City of Industry, CA 91744
http://www.freshpoint.com

**Gold Star Foods**
3781 E. Airport Drive
Ontario, Ca. 91761
Telephone: (800) 540-0215
Fax: (866)802-1997
http://www.goldstarfoods.com/default.asp

**Heath & LeJeune**
1417 South Eastman Avenue
Commerce, CA 90023
Telephone: (213) 614-1909
http://soullyorganic.com/

**L.A. Specialty Produce**
13527 Orden Drive
Santa Fe Springs, CA 90670
Telephone: (562) 741-2200
Fax: (562) 741-2907
http://www.laspecialty.com/index.html

**Sunrise Produce Company**
1400 Goodrich Blvd
Commerce, CA 90022
Telephone: (323) 726-3838
http://www.sunriseproduce.com/index.html

**West Central Produce**
2020 East 7th Place
Los Angeles, CA 90021
Telephone: (800) 464-8349
www.westcentralproduce.com

**Worldwide Produce**
1661 McGarry St.
Los Angeles, CA 90021
Telephone: (800) 300-2737
Fax: (213) 741-1777
http://www.wwproduce.com/

**Processing of locally sourced produce:**
**Field Fresh Foods**
**Locally Fresh Foods**
14805 South San Pedro Street
Gardena, CA 90248
Telephone: (800)411-0588
http://www.fieldfre

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Tomatillo
$3 /lb

www.goodfoodla.org

***Proposer***: _____ ***Product Category***: **FRESH FRUIT & VEGETABLES- *ENTIRE DISTRICT***

Notes:
1. All cut produce must be washed and ready to serve.
2. For all items, other pack sizes will be considered.
3. Estimated Annual Usage: Actual usage may vary considerably from the figures noted below.

| ITEM NO. | ITEM | SPECIFICATION | PACK SIZE | EST. ANNUAL USAGE | COUNTRY OF ORIGIN | MFR. NAME | MFR. PRODUCT CODE | UNIT PRICE | COMMENTS |
|---|---|---|---|---|---|---|---|---|---|
| 1 | APPLE | APPLE, SLICED, IND. BAG | 100/2 oz | 360 | | | | | |
| 2 | APPLE | APPLE, SLICES, IND. BAG | 200/2 oz | 500 | | | | | |
| 3 | APPLE | APPLE, WHOLE 125-138 COUNT | 125-138/40 lb. cs. | 210,000 | | | | | |
| 4a. | BANANA | BANANA, WHOLE 150 COUNT, 7 TO 7-7/8 INCH (see note) | 150/40 lb. cs. | 54,000 | | | | | |
| 4b. | BANANA | BANANA, WHOLE, 100-120 COUNT (see note) | 100/40 lb. cs. | 80,000 | | | | | |
| 5 | BASIL | BASIL | 1/8 oz | 10 | | | | | |
| 6 | BELL PEPPER | PEPPER, BELL, DICED, RED & GREEN | 1/5 lb. | 6,000 | | | | | |
| 7 | BELL PEPPER | PEPPER, BELL, TRI-COLOR, IND. BAG. A mixture of red, green and yellow peppers, cut into strips approximately 1/4" wide. | 50/2 oz | 850 | | | | | |
| 8 | BELL PEPPER | PEPPER, BELL, WHOLE, GREEN | 25 lb. | 50 | | | | | |
| 9 | BELL PEPPER | PEPPER, BELL, WHOLE, ORANGE | 15 lb. | 50 | | | | | |
| 10 | BELL PEPPER | PEPPER, BELL, WHOLE, RED | 15 lb. | 100 | | | | | |
| 11 | BELL PEPPER | PEPPER, BELL, WHOLE, YELLOW | 15 lb. | 50 | | | | | |
| 12 | BERRIES | BERRIES, BLACK | 12 oz. | 150 | | | | | |

***Proposer***: _____ ***Product Category***: **FRESH FRUIT & VEGETABLES- *ENTIRE DISTRICT***

Notes:
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3. Estimated Annual Usage: Actual usage may vary considerably from the figures noted below.

| ITEM NO. | ITEM | SPECIFICATION | PACK SIZE | EST. ANNUAL USAGE | COUNTRY OF ORIGIN | MFR. NAME | MFR. PRODUCT CODE | UNIT PRICE | COMMENTS |
|---|---|---|---|---|---|---|---|---|---|
| 13 | BERRIES | BERRIES, BLUEBERRY | 1 pt. | 110 | | | | | |
| 14 | BERRIES | BERRIES, RASPBERY | 12/6 oz. | 30 | | | | | |
| 15 | BERRIES | BERRIES, STRAWBERRY, WHOLE, NO STEM | 1/5 lb | 11,200 | | | | | |
| 16 | BERRIES | BERRIES, STRAWBERRY, WHOLE, WITH STEM | 12/1 pt | 5 | | | | | |
| 17 | BERRIES | BERRIES, STRAWBERRY/BLUEBERRIES, IND.BAG | 48/2 oz | 715 | | | | | |
| 18 | BROCCOLI | BROCCOLI, FLORETS, Trimmed, Ready to Serve | 4/10 lb | 1,000 | | | | | |
| 19 | BROCCOLI | BROCCOLI, FLORETS, Trimmed, Ready to Serve | 10 lb bag | 14,000 | | | | | |
| 20 | BROCCOLI | BROCCOLI, FLORETS, Trimmed, Ready to Serve | 50/2 oz | 700 | | | | | |
| 21 | CABBAGE | CABBAGE, GREEN, SHREDDED, Ready to Serve | 5 lb bag | 250 | | | | | |
| 22 | CABBAGE | CABBAGE, RED, SHREDDED, Ready to Serve | 5 lb bag | 200 | | | | | |
| 23 | CARROT | CARROT, BABY, BULK | 5 lb | 40,000 | | | | | |
| 24 | CARROT | CARROT, BABY, BULK | 25 lb | 27,200 | | | | | |
| 25 | CARROT | CARROT, BABY, IND. BAG (1/2 CUP) | 50/2.5 oz | 923,000 | | | | | |

***Proposer***: _____ ***Product Category***: **FRESH FRUIT & VEGETABLES- *ENTIRE DISTRICT***

Notes:
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3. Estimated Annual Usage: Actual usage may vary considerably from the figures noted below.

| ITEM NO. | ITEM | SPECIFICATION | PACK SIZE | EST. ANNUAL USAGE | COUNTRY OF ORIGIN | MFR. NAME | MFR. PRODUCT CODE | UNIT PRICE | COMMENTS |
|---|---|---|---|---|---|---|---|---|---|
| 26 | CARROT | CARROT, BABY, IND. BAG (3/4 CUP) | 50/3.75 oz | 150,000 | | | | | |
| 27 | CARROT | CARROT, SLICED | 4/10 lb | 200 | | | | | |
| 28 | CARROT | CARROT, SLICED | 5 lb bag | 2,300 | | | | | |
| 29 | CARROT | CARROT, STICKS 1/2" X 4" | 5 lb bag | 23,000 | | | | | |
| 30 | CAULIFLOWER | CAULIFLOWER, FLORETS, Trimmed, Ready to Serve | 4/5 lb | 100 | | | | | |
| 31 | CELERY | CELERY, DICED | 1/5 lb | 200 | | | | | |
| 32 | CELERY | CELERY, STICKS 1/2" x 4" | 5 lb bag | 3,000 | | | | | |
| 33 | CELERY | CELERY, STICKS 1/2" x 4" | 4/10 lb bag | 200 | | | | | |
| 34 | CELERY | CELERY, STICKS, IND. BAG | 150/1.6 oz | 275 | | | | | |
| 35 | CILANTRO | CILANTRO, BUNCHES | 1/1 lb | 500 | | | | | |
| 36 | CLEMENTINE | CLEMENTINE, WHOLE | 20 lb. | 16,000 | | | | | |
| 37 | COLESLAW | COLESLAW, CABBAGE MIX. To include shredded green cabbage, shredded red cabbage and shredded carrots | 5 lb | 4,000 | | | | | |
| 38 | CUCUMBER | CUCUMBER, COINS, IND. BAG | 50/2 oz | 415 | | | | | |
| 39 | CUCUMBER | CUCUMBER, SLICED UNPARED | 5 lb | 10,000 | | | | | |

***Proposer***: _____ ***Product Category***: **FRESH FRUIT & VEGETABLES- *ENTIRE DISTRICT***

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| ITEM NO. | ITEM | SPECIFICATION | PACK SIZE | EST. ANNUAL USAGE | COUNTRY OF ORIGIN | MFR. NAME | MFR. PRODUCT CODE | UNIT PRICE | COMMENTS |
|---|---|---|---|---|---|---|---|---|---|
| 40 | CUCUMBER | CUCUMBER, WHOLE UNPARED | 25 lbs. | 1,000 | | | | | |
| 41 | EDAMAME | EDAMAME, SHELLED, IND. BAG | 50/3 oz | 4,000 | | | | | |
| 42 | EDAMAME | EDAMAME, SHELLED, BULK | 5 LB | 4,000 | | | | | |
| 43 | FAJITA VEGETABLE MIX | FAJITA, VEGETABLE MIX 1/4". Blend to consist of: 35% sliced yellow onions, 20% sliced green bell peppers, 15% sliced red bell peppers, and 30% sliced red onion. | 1/5 lb | 5,000 | | | | | |
| 44 | GRAPES | GRAPES, SEEDLESS, IND. BAG | 100/3 oz | 1,000 | | | | | |
| 45 | GRAPES | GRAPES, WHOLE, SEEDLESS W/STEM | 20 lbs. | 6,500 | | | | | |
| 46 | JICAMA | JICAMA, JULIENNED STRIPS, PEELED | 5 lb bag | 500 | | | | | |
| 47 | JICAMA | JICAMA, STICKS, IND. BAG | 50/2 oz | 700 | | | | | |
| 48 | KIWI | KIWI, WHOLE, COUNT 33-39 | 33 ct/cs. | 25,000 | | | | | |
| 49 | KIWI 28# | KIWI, WHOLE | 108 ct. | 20,000 | | | | | |
| 50 | LEMON | LEMON, WHOLE | 140 ct | 250 | | | | | |
| 51 | LETTUCE | LETTUCE, DARK GREEN LEAFY, FILLETS | 2/5 lb | 45,000 | | | | | |
| 52 | LETTUCE | LETTUCE, DARK GREEN LEAFY, SHREDDED | 5 lb | 7,500 | | | | | |

***Proposer***: _____ ***Product Category***: **FRESH FRUIT & VEGETABLES-** ***ENTIRE DISTRICT***

Notes:
1. All cut produce must be washed and ready to serve.
2. For all items, other pack sizes will be considered.
3. Estimated Annual Usage: Actual usage may vary considerably from the figures noted below.

| ITEM NO. | ITEM | SPECIFICATION | PACK SIZE | EST. ANNUAL USAGE | COUNTRY OF ORIGIN | MFR. NAME | MFR. PRODUCT CODE | UNIT PRICE | COMMENTS |
|---|---|---|---|---|---|---|---|---|---|
| 53 | LETTUCE | LETTUCE, ROMAINE, CHOPPED | 5 lb bag | 57,700 | | | | | |
| 54 | LETTUCE | LETTUCE, ROMAINE, MIX 3-WAY. Blend to consist of: 95% chopped romaine lettuce, 2.5% shredded carrots and 2.5% shredded red cabbage. Other blends will be considered. | 5 lb bag | 49,000 | | | | | |
| 55 | LETTUCE | LETTUCE, ROMAINE, SHREDDED | 5 lb. | 1,800 | | | | | |
| 56 | MANGO | MANGO, CHUNKS | 48/2 oz | 1,200 | | | | | |
| 57 | MELON | MELON, CANTALOUPE, CHUNKS | 50/2.7 oz | 1,215 | | | | | |
| 58 | MELON | MELON, CANTALOUPE, CHUNKS | 4/2.5 lb | 1,700 | | | | | |
| 59 | MELON | MELON, HONEYDEW, CHUNKS | 4/2.5 lb | 1,700 | | | | | |
| 60 | MELON | MELON, WATERMELON, CHUNKS | 4/2.5 lb | 1,700 | | | | | |
| 61 | MELON | MELON, WATERMELON, CHUNKS | 48/2 oz | 600 | | | | | |
| 62 | MELON | WATERMELON, WHOLE, SEEDLESS | 4/5 ct | 20 | | | | | |
| 63 | MINT | MINT | 1/8 oz | 10 | | | | | |

***Proposer***: _____ ***Product Category***: **FRESH FRUIT & VEGETABLES- *ENTIRE DISTRICT***

Notes:
1. All cut produce must be washed and ready to serve.
2. For all items, other pack sizes will be considered.
3. Estimated Annual Usage: Actual usage may vary considerably from the figures noted below.

| ITEM NO. | ITEM | SPECIFICATION | PACK SIZE | EST. ANNUAL USAGE | COUNTRY OF ORIGIN | MFR. NAME | MFR. PRODUCT CODE | UNIT PRICE | COMMENTS |
|---|---|---|---|---|---|---|---|---|---|
| 64 | MUSHROOM | MUSHROOM, SLICED | 2.5 lb | 600 | | | | | |
| 65 | MUSHROOM | MUSHROOM, WHOLE | 10 lb. | 100 | | | | | |
| 66 | NECTARINE | NECTARINE, WHOLE, SIZE 88-96 (2-1/4" DIAMETER) | 88 ct. | 31,300 | | | | | |
| 67 | ONION | ONION, DICED | 1/5 lb | 1,000 | | | | | |
| 68 | ONION | ONION, RED | 5 lb | 400 | | | | | |
| 69 | ORANGE | ORANGE, WHOLE, LOCAL 138 COUNT | 138/cs. | 57,100 | | | | | |
| 70 | ORANGE SMILES | ORANGE | 50/3 oz | 725 | | | | | |
| 71 | PARSLEY | PARSLEY, CURLY | 5 lb bag | 10 | | | | | |
| 72 | PEACH | PEACH, WHOLE, SIZE 80 | 80 ct. | 5,000 | | | | | |
| 73 | PEAR | PEAR, WHOLE, SIZE 100 | 100 ct. | 115,000 | | | | | |
| 74 | PEAS | PEAS, SUGAR SNAP, IND, BAG | 100/1 oz | 370 | | | | | |
| 75 | PINEAPPLE | PINEAPPLE PALS, IND.BAG | 50/1.9 oz | 1,100 | | | | | |
| 76 | PINEAPPLE | PINEAPPLE, CHUNKS, BULK PACK | 15 lbs. | 3,900 | | | | | |
| 77 | PLUM | PLUM, WHOLE, SIZE 45 & 50 (2" DIAMETER) | 45 ct. | 1,800 | | | | | |
| 78 | SPINACH | SPINACH, LEAVES 4" x 9" | 4/2.5 lb | 500 | | | | | |

***Proposer***: _____ ***Product Category***: **FRESH FRUIT & VEGETABLES- *ENTIRE DISTRICT***

Notes:
1. All cut produce must be washed and ready to serve.
2. For all items, other pack sizes will be considered.
3. Estimated Annual Usage: Actual usage may vary considerably from the figures noted below.

| ITEM NO. | ITEM | SPECIFICATION | PACK SIZE | EST. ANNUAL USAGE | COUNTRY OF ORIGIN | MFR. NAME | MFR. PRODUCT CODE | UNIT PRICE | COMMENTS |
|---|---|---|---|---|---|---|---|---|---|
| 79 | SQUASH | SQUASH, YELLOW, STICKS, IND. BAG | 50/2 oz | 600 | | | | | |
| 80 | SQUASH | SQUASH, ZUCCHINI, STICKS (1/2" x 3") | 5 lb bag | 500 | | | | | |
| 81 | SQUASH | SQUASH, ZUCCHINI, STICKS, IND. BAG | 50/2 oz | 725 | | | | | |
| 82 | TANGERINE | TANGERINE, WHOLE, 120 COUNT | 120 ct | 10,000 | | | | | |
| 83 | TANGERINE | TANGERINE, WHOLE, 140 COUNT | 140 ct | 400 | | | | | |
| 84 | TOMATO | TOMATOES, CHERRY (see note) | 12/1 pt | 1,300 | | | | | |
| 85 | TOMATO | TOMATOES, GRAPE (see note) | 12/1 pt | 1,300 | | | | | |
| 86 | TOMATO | TOMATOES, GRAPE, IND. BAG | 50/2 oz | 415 | | | | | |
| 87 | TOMATO | TOMATOES, SLICED 5 x 6 | 5 lb tray | 76,000 | | | | | |
| 88 | TOMATO | TOMATOES, WHOLE, LARGE or EXTRA LARGE (2-1/2" x 2-3/4" DIAMETER) | 25 lb. | 2,300 | | | | | |
| 89 | YAMS | YAMS/SWEET POTATO STICKS, IND. BAG | 50/2 oz | 720 | | | | | |
| 90 | GARLIC | GARLIC, PEELED | 1/5 lb | 800 | | | | | |
| ***ADDITIONAL PRODUCTS OFFERED*** | | | | | | | | | |
| 91 | | | | | | | | | |

***Proposer***: _____ ***Product Category***: **FRESH FRUIT & VEGETABLES- *ENTIRE DISTRICT***

Notes:
1. All cut produce must be washed and ready to serve.
2. For all items, other pack sizes will be considered.
3. Estimated Annual Usage: Actual usage may vary considerably from the figures noted below.

| ITEM NO. | ITEM | SPECIFICATION | PACK SIZE | EST. ANNUAL USAGE | COUNTRY OF ORIGIN | MFR. NAME | MFR. PRODUCT CODE | UNIT PRICE | COMMENTS |
|---|---|---|---|---|---|---|---|---|---|
| 92 | | | | | | | | | |
| 93 | | | | | | | | | |
| 94 | | | | | | | | | |

***Proposer***: _____ ***Product Category***: **FRESH FRUIT & VEGETABLES- *BY GEOGRAPHICAL AREA***

**Proposer to select at least one option if submitting a proposal for other than the "Entire District" option.**

- ☐ Local District Central
- ☐ Local District Northwest
- ☐ Local District East
- ☐ Local District South
- ☐ Local District Northeast
- ☐ Local District West

Notes:
1. All cut produce must be washed and ready to serve.
2. For all items, other pack sizes will be considered.
3. Estimated Annual Usage: Actual usage may vary considerably from the figures noted below.

| ITEM NO. | ITEM | SPECIFICATION | PACK SIZE | EST. ANNUAL USAGE | COUNTRY OF ORIGIN | MFR. NAME | MFR. PRODUCT CODE | UNIT PRICE | COMMENTS |
|---|---|---|---|---|---|---|---|---|---|
| 1 | APPLE | APPLE, SLICED, IND. BAG | 100/2 oz | 100 | | | | | |
| 2 | APPLE | APPLE, SLICES, IND. BAG | 200/2 oz | 100 | | | | | |
| 3 | APPLE | APPLE, WHOLE 125-138 COUNT | 125-138/40 lb. cs. | 35,000 | | | | | |
| 4a. | BANANA | BANANA, WHOLE 150 COUNT, 7 TO 7-7/8 INCH (see note) | 150/40 lb. cs. | 10,000 | | | | | |
| 4b. | BANANA | BANANA, WHOLE, 100-120 COUNT (see note) | 100/40 lb. cs. | 15,000 | | | | | |
| 5 | BASIL | BASIL | 1/8 oz | 25 | | | | | |
| 6 | BELL PEPPER | PEPPER, BELL, DICED, RED & GREEN | 1/5 lb. | 1,000 | | | | | |
| 7 | BELL PEPPER | PEPPER, BELL, TRI-COLOR, IND. BAG. A mixture of red, green and yellow peppers, cut into strips approximately 1/4" wide. | 50/2 oz | 1,000 | | | | | |
| 8 | BELL PEPPER | PEPPER, BELL, WHOLE, GREEN | 25 lb. | 25 | | | | | |

***Proposer***: _____ ***Product Category***: **FRESH FRUIT & VEGETABLES- *BY GEOGRAPHICAL AREA***

**Proposer to select at least one option if submitting a proposal for other than the "Entire District" option.**

- ☐ Local District Central
- ☐ Local District Northwest
- ☐ Local District East
- ☐ Local District South
- ☐ Local District Northeast
- ☐ Local District West

Notes:
1. All cut produce must be washed and ready to serve.
2. For all items, other pack sizes will be considered.
3. Estimated Annual Usage: Actual usage may vary considerably from the figures noted below.

| ITEM NO. | ITEM | SPECIFICATION | PACK SIZE | EST. ANNUAL USAGE | COUNTRY OF ORIGIN | MFR. NAME | MFR. PRODUCT CODE | UNIT PRICE | COMMENTS |
|---|---|---|---|---|---|---|---|---|---|
| 9 | BELL PEPPER | PEPPER, BELL, WHOLE, ORANGE | 15 lb. | 25 | | | | | |
| 10 | BELL PEPPER | PEPPER, BELL, WHOLE, RED | 15 lb. | 25 | | | | | |
| 11 | BELL PEPPER | PEPPER, BELL, WHOLE, YELLOW | 15 lb. | 25 | | | | | |
| 12 | BERRIES | BERRIES, BLACK | 12 oz. | 50 | | | | | |
| 13 | BERRIES | BERRIES, BLUEBERRY | 1 pt. | 25 | | | | | |
| 14 | BERRIES | BERRIES, RASPBERY | 12/6 oz. | 25 | | | | | |
| 15 | BERRIES | BERRIES, STRAWBERRY, WHOLE, NO STEM | 1/5 lb | 2,000 | | | | | |
| 16 | BERRIES | BERRIES, STRAWBERRY, WHOLE, WITH STEM | 12/1 pt | 10 | | | | | |
| 17 | BERRIES | BERRIES, STRAWBERRY/BLUEBERRIES, IND.BAG | 48/2 oz | 125 | | | | | |
| 18 | BROCCOLI | BROCCOLI, FLORETS, Trimmed, Ready to Serve | 4/10 lb | 200 | | | | | |

***Proposer***: _____ ***Product Category***: **FRESH FRUIT & VEGETABLES- *BY GEOGRAPHICAL AREA***

**Proposer to select at least one option if submitting a proposal for other than the "Entire District" option.**

- ☐ Local District Central
- ☐ Local District Northwest
- ☐ Local District East
- ☐ Local District South
- ☐ Local District Northeast
- ☐ Local District West

Notes:

1. All cut produce must be washed and ready to serve.
2. For all items, other pack sizes will be considered.
3. Estimated Annual Usage: Actual usage may vary considerably from the figures noted below.

| ITEM NO. | ITEM | SPECIFICATION | PACK SIZE | EST. ANNUAL USAGE | COUNTRY OF ORIGIN | MFR. NAME | MFR. PRODUCT CODE | UNIT PRICE | COMMENTS |
|---|---|---|---|---|---|---|---|---|---|
| 19 | BROCCOLI | BROCCOLI, FLORETS, Trimmed, Ready to Serve | 10 lb bag | 2,500 | | | | | |
| 20 | BROCCOLI | BROCCOLI, FLORETS, Trimmed, Ready to Serve | 50/2 oz | 125 | | | | | |
| 21 | CABBAGE | CABBAGE, GREEN, SHREDDED, Ready to Serve | 5 lb bag | 50 | | | | | |
| 22 | CABBAGE | CABBAGE, RED, SHREDDED, Ready to Serve | 5 lb bag | 50 | | | | | |
| 23 | CARROT | CARROT, BABY, BULK | 5 lb | 7,000 | | | | | |
| 24 | CARROT | CARROT, BABY, BULK | 25 lb | 4,500 | | | | | |
| 25 | CARROT | CARROT, BABY, IND. BAG (1/2 CUP) | 50/2.5 oz | 155,000 | | | | | |
| 26 | CARROT | CARROT, BABY, IND. BAG (3/4 CUP) | 50/3.75 oz | 25,000 | | | | | |
| 27 | CARROT | CARROT, SLICED | 4/10 lb | 50 | | | | | |
| 28 | CARROT | CARROT, SLICED | 5 lb bag | 500 | | | | | |

***Proposer***: _____ ***Product Category***: **FRESH FRUIT & VEGETABLES- *BY GEOGRAPHICAL AREA***

**Proposer to select at least one option if submitting a proposal for other than the "Entire District" option.**

- ☐ Local District Central
- ☐ Local District Northwest
- ☐ Local District East
- ☐ Local District South
- ☐ Local District Northeast
- ☐ Local District West

Notes:
1. All cut produce must be washed and ready to serve.
2. For all items, other pack sizes will be considered.
3. Estimated Annual Usage: Actual usage may vary considerably from the figures noted below.

| ITEM NO. | ITEM | SPECIFICATION | PACK SIZE | EST. ANNUAL USAGE | COUNTRY OF ORIGIN | MFR. NAME | MFR. PRODUCT CODE | UNIT PRICE | COMMENTS |
|---|---|---|---|---|---|---|---|---|---|
| 29 | CARROT | CARROT, STICKS 1/2" X 4" | 5 lb bag | 4,000 | | | | | |
| 30 | CAULIFLOWER | CAULIFLOWER, FLORETS, Trimmed, Ready to Serve | 4/5 lb | 25 | | | | | |
| 31 | CELERY | CELERY, DICED | 1/5 lb | 50 | | | | | |
| 32 | CELERY | CELERY, STICKS 1/2" x 4" | 5 lb bag | 500 | | | | | |
| 33 | CELERY | CELERY, STICKS 1/2" x 4" | 4/10 lb bag | 50 | | | | | |
| 34 | CELERY | CELERY, STICKS, IND. BAG | 150/1.6 oz | 50 | | | | | |
| 35 | CILANTRO | CILANTRO, BUNCHES | 1/1 lb | 100 | | | | | |
| 36 | CLEMENTINE | CLEMENTINE, WHOLE | 20 lb. | 2,500 | | | | | |
| 37 | COLESLAW | COLESLAW, CABBAGE MIX. To include shredded green cabbage, shredded red cabbage and shredded carrots | 5 lb | 700 | | | | | |
| 38 | CUCUMBER | CUCUMBER, COINS, IND. BAG | 50/2 oz | 100 | | | | | |

***Proposer***: _____ ***Product Category***: **FRESH FRUIT & VEGETABLES- *BY GEOGRAPHICAL AREA***

**Proposer to select at least one option if submitting a proposal for other than the "Entire District" option.**

- ☐ Local District Central
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- ☐ Local District West

Notes:

1. All cut produce must be washed and ready to serve.
2. For all items, other pack sizes will be considered.
3. Estimated Annual Usage: Actual usage may vary considerably from the figures noted below.

| ITEM NO. | ITEM | SPECIFICATION | PACK SIZE | EST. ANNUAL USAGE | COUNTRY OF ORIGIN | MFR. NAME | MFR. PRODUCT CODE | UNIT PRICE | COMMENTS |
|---|---|---|---|---|---|---|---|---|---|
| 39 | CUCUMBER | CUCUMBER, SLICED UNPARED | 5 lb | 1,800 | | | | | |
| 40 | CUCUMBER | CUCUMBER, WHOLE UNPARED | 25 lbs. | 200 | | | | | |
| 41 | EDAMAME | EDAMAME, SHELLED, IND. BAG | 50/3 oz | 700 | | | | | |
| 42 | EDAMAME | EDAMAME, SHELLED, BULK | 5 LB | 700 | | | | | |
| 43 | FAJITA VEGETABLE MIX | FAJITA, VEGETABLE MIX 1/4". Blend to consist of: 35% sliced yellow onions, 20% sliced green bell peppers, 15% sliced red bell peppers, and 30% sliced red onion. | 1/5 lb | 900 | | | | | |
| 44 | GRAPES | GRAPES, SEEDLESS, IND. BAG | 100/3 oz | 200 | | | | | |
| 45 | GRAPES | GRAPES, WHOLE, SEEDLESS W/STEM | 20 lbs. | 1,100 | | | | | |
| 46 | JICAMA | JICAMA, JULIENNED STRIPS, PEELED | 5 lb bag | 100 | | | | | |
| 47 | JICAMA | JICAMA, STICKS, IND. BAG | 50/2 oz | 125 | | | | | |

***Proposer***: _____ ***Product Category***: **FRESH FRUIT & VEGETABLES- *BY GEOGRAPHICAL AREA***

**Proposer to select at least one option if submitting a proposal for other than the "Entire District" option.**

- ☐ Local District Central
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- ☐ Local District South
- ☐ Local District Northeast
- ☐ Local District West

Notes:
1. All cut produce must be washed and ready to serve.
2. For all items, other pack sizes will be considered.
3. Estimated Annual Usage: Actual usage may vary considerably from the figures noted below.

| ITEM NO. | ITEM | SPECIFICATION | PACK SIZE | EST. ANNUAL USAGE | COUNTRY OF ORIGIN | MFR. NAME | MFR. PRODUCT CODE | UNIT PRICE | COMMENTS |
|---|---|---|---|---|---|---|---|---|---|
| 48 | KIWI | KIWI, WHOLE, COUNT 33-39 | 33 ct/cs. | 4,300 | | | | | |
| 49 | KIWI 28# | KIWI, WHOLE | 108 ct. | 3,400 | | | | | |
| 50 | LEMON | LEMON, WHOLE | 140 ct | 50 | | | | | |
| 51 | LETTUCE | LETTUCE, DARK GREEN LEAFY, FILLETS | 2/5 lb | 7,700 | | | | | |
| 52 | LETTUCE | LETTUCE, DARK GREEN LEAFY, SHREDDED | 5 lb | 1,400 | | | | | |
| 53 | LETTUCE | LETTUCE, ROMAINE, CHOPPED | 5 lb bag | 9,800 | | | | | |
| 54 | LETTUCE | LETTUCE, ROMAINE, MIX 3-WAY. Blend to consist of: 95% chopped romaine lettuce, 2.5% shredded carrots and 2.5% shredded red cabbage. Other blends will be considered. | 5 lb bag | 8,200 | | | | | |
| 55 | LETTUCE | LETTUCE, ROMAINE, SHREDDED | 5 lb. | 300 | | | | | |
| 56 | MANGO | MANGO, CHUNKS | 48/2 oz | 200 | | | | | |

***Proposer***: _____ ***Product Category***: **FRESH FRUIT & VEGETABLES- *BY GEOGRAPHICAL AREA***

**Proposer to select at least one option if submitting a proposal for other than the "Entire District" option.**

- ☐ Local District Central
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- ☐ Local District Northeast
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Notes:
1. All cut produce must be washed and ready to serve.
2. For all items, other pack sizes will be considered.
3. Estimated Annual Usage: Actual usage may vary considerably from the figures noted below.

| ITEM NO. | ITEM | SPECIFICATION | PACK SIZE | EST. ANNUAL USAGE | COUNTRY OF ORIGIN | MFR. NAME | MFR. PRODUCT CODE | UNIT PRICE | COMMENTS |
|---|---|---|---|---|---|---|---|---|---|
| 57 | MELON | MELON, CANTALOUPE, CHUNKS | 50/2.7 oz | 200 | | | | | |
| 58 | MELON | MELON, CANTALOUPE, CHUNKS | 4/2.5 lb | 300 | | | | | |
| 59 | MELON | MELON, HONEYDEW, CHUNKS | 4/2.5 lb | 300 | | | | | |
| 60 | MELON | MELON, WATERMELON, CHUNKS | 4/2.5 lb | 300 | | | | | |
| 61 | MELON | MELON, WATERMELON, CHUNKS | 48/2 oz | 100 | | | | | |
| 62 | MELON | WATERMELON, WHOLE, SEEDLESS | 4/5 ct | 20 | | | | | |
| 63 | MINT | MINT | 1/8 oz | 10 | | | | | |
| 64 | MUSHROOM | MUSHROOM, SLICED | 2.5 lb | 100 | | | | | |
| 65 | MUSHROOM | MUSHROOM, WHOLE | 10 lb. | 25 | | | | | |
| 66 | NECTARINE | NECTARINE, WHOLE, SIZE 88-96 (2-1/4" DIAMETER) | 88 ct. | 5,300 | | | | | |

***Proposer***: _____ ***Product Category***: **FRESH FRUIT & VEGETABLES- *BY GEOGRAPHICAL AREA***

**Proposer to select at least one option if submitting a proposal for other than the "Entire District" option.**

- ☐ Local District Central
- ☐ Local District East
- ☐ Local District Northeast
- ☐ Local District Northwest
- ☐ Local District South
- ☐ Local District West

Notes:
1. All cut produce must be washed and ready to serve.
2. For all items, other pack sizes will be considered.
3. Estimated Annual Usage: Actual usage may vary considerably from the figures noted below.

| ITEM NO. | ITEM | SPECIFICATION | PACK SIZE | EST. ANNUAL USAGE | COUNTRY OF ORIGIN | MFR. NAME | MFR. PRODUCT CODE | UNIT PRICE | COMMENTS |
|---|---|---|---|---|---|---|---|---|---|
| 67 | ONION | ONION, DICED | 1/5 lb | 200 | | | | | |
| 68 | ONION | ONION, RED | 5 lb | 70 | | | | | |
| 69 | ORANGE | ORANGE, WHOLE, LOCAL 138 COUNT | 138/cs. | 9,600 | | | | | |
| 70 | ORANGE SMILES | ORANGE | 50/3 oz | 125 | | | | | |
| 71 | PARSLEY | PARSLEY, CURLY | 5 lb bag | 10 | | | | | |
| 72 | PEACH | PEACH, WHOLE, SIZE 80 | 80 ct. | 900 | | | | | |
| 73 | PEAR | PEAR, WHOLE, SIZE 100 | 100 ct. | 19,200 | | | | | |
| 74 | PEAS | PEAS, SUGAR SNAP, IND, BAG | 100/1 oz | 70 | | | | | |
| 75 | PINEAPPLE | PINEAPPLE PALS, IND.BAG | 50/1.9 oz | 200 | | | | | |
| 76 | PINEAPPLE | PINEAPPLE, CHUNKS, BULK PACK | 15 lbs. | 700 | | | | | |
| 77 | PLUM | PLUM, WHOLE, SIZE 45 & 50 (2" DIAMETER) | 45 ct. | 300 | | | | | |
| 78 | SPINACH | SPINACH, LEAVES 4" x 9" | 4/2.5 lb | 100 | | | | | |

***Proposer***: _____ ***Product Category***: **FRESH FRUIT & VEGETABLES- *BY GEOGRAPHICAL AREA***

**Proposer to select at least one option if submitting a proposal for other than the "Entire District" option.**

- ☐ Local District Central
- ☐ Local District Northwest
- ☐ Local District East
- ☐ Local District South
- ☐ Local District Northeast
- ☐ Local District West

Notes:

1. All cut produce must be washed and ready to serve.
2. For all items, other pack sizes will be considered.
3. Estimated Annual Usage: Actual usage may vary considerably from the figures noted below.

| ITEM NO. | ITEM | SPECIFICATION | PACK SIZE | EST. ANNUAL USAGE | COUNTRY OF ORIGIN | MFR. NAME | MFR. PRODUCT CODE | UNIT PRICE | COMMENTS |
|---|---|---|---|---|---|---|---|---|---|
| 79 | SQUASH | SQUASH, YELLOW, STICKS, IND. BAG | 50/2 oz | 100 | | | | | |
| 80 | SQUASH | SQUASH, ZUCCHINI, STICKS (1/2" x 3") | 5 lb bag | 100 | | | | | |
| 81 | SQUASH | SQUASH, ZUCCHINI, STICKS, IND. BAG | 50/2 oz | 150 | | | | | |
| 82 | TANGERINE | TANGERINE, WHOLE, 120 COUNT | 120 ct | 1,700 | | | | | |
| 83 | TANGERINE | TANGERINE, WHOLE, 140 COUNT | 140 ct | 100 | | | | | |
| 84 | TOMATO | TOMATOES, CHERRY (see note) | 12/1 pt | 225 | | | | | |
| 85 | TOMATO | TOMATOES, GRAPE (see note) | 12/1 pt | 225 | | | | | |
| 86 | TOMATO | TOMATOES, GRAPE, IND. BAG | 50/2 oz | 100 | | | | | |
| 87 | TOMATO | TOMATOES, SLICED 5 x 6 | 5 lb tray | 12,700 | | | | | |
| 88 | TOMATO | TOMATOES, WHOLE, LARGE or EXTRA LARGE (2-1/2" x 2-3/4" DIAMETER) | 25 lb. | 400 | | | | | |

***Proposer***: _____ ***Product Category***: **FRESH FRUIT & VEGETABLES- *BY GEOGRAPHICAL AREA***

**Proposer to select at least one option if submitting a proposal for other than the "Entire District" option.**

- ☐ Local District Central
- ☐ Local District Northwest
- ☐ Local District East
- ☐ Local District South
- ☐ Local District Northeast
- ☐ Local District West

Notes:

1. All cut produce must be washed and ready to serve.
2. For all items, other pack sizes will be considered.
3. Estimated Annual Usage: Actual usage may vary considerably from the figures noted below.

| ITEM NO. | ITEM | SPECIFICATION | PACK SIZE | EST. ANNUAL USAGE | COUNTRY OF ORIGIN | MFR. NAME | MFR. PRODUCT CODE | UNIT PRICE | COMMENTS |
|---|---|---|---|---|---|---|---|---|---|
| 89 | YAMS | YAMS/SWEET POTATO STICKS, IND. BAG | 50/2 oz | 120 | | | | | |
| 90 | GARLIC | GARLIC, PEELED | 1/5 lb | 140 | | | | | |
| ***ADDITIONAL PRODUCTS OFFERED*** | | | | | | | | | |
| 91 | | | | | | | | | |
| 92 | | | | | | | | | |
| 93 | | | | | | | | | |
| 94 | | | | | | | | | |
| 95 | | | | | | | | | |
| 96 | | | | | | | | | |
| 97 | | | | | | | | | |
| 98 | | | | | | | | | |
| 99 | | | | | | | | | |
| 100 | | | | | | | | | |

***Proposer***: _____ ***Product Category***: **BAKERY PRODUCTS- *ENTIRE DISTRICT***

Note: For all items, other portion sizes and pack sizes will be considered.

1. For all items, other portion sizes, loaf sizes and pack sizes will be considered.
2. Estimated Annual Usage: Actual usage may vary considerably from the figures noted below.

| ITEM NO. | ITEM | SPECIFICATION | PORTION SIZE | PACK SIZE | Min. Grain Equiv. Req. Per Portion | EST. ANNUAL USAGE | MFR. NAME | MFR. PRODUCT CODE | UNIT PRICE | COMMENTS |
|---|---|---|---|---|---|---|---|---|---|---|
| All items listed below must meet the Whole Grain-Rich criteria in accordance with the National School Lunch Program and the School Breakfast Program. Refer to the California Department of Education, Food Services Division Management Bulletin USDA-SNP-28-2012, Grain Requirements for the National School Lunch Program and School Breakfast Program for detailed information on meeting the whole grain-rich criteria. | | | | | | | | | | |
| 1 | BAGEL | BAGEL, PLAIN, WHOLE GRAIN-RICH, SLICED | 2 oz. | 100/2 oz. | 2 oz. | 100 | | | | |
| 2 | BAGEL | BAGEL, PLAIN, WHOLE GRAIN-RICH, SLICED, INDIVIDUALLY WRAPPED | 2 oz. | 50/2 oz. | 2 oz. | 3,000 | | | | |
| 3 | BAGEL | BAGEL, CINNAMON RAISIN, WHOLE GRAIN-RICH, SLICED | 2 oz. | 100/2 oz | 2 oz. | 100 | | | | |
| 4 | BAGEL | BAGEL, CINNAMON RAISIN, WHOLE GRAIN-RICH, SLICED, INDIVIDUALLY WRAPPED | 2 oz. | 50/2 oz. | 2 oz. | 1,400 | | | | |
| 5 | BAGEL | BAGEL, ONION, SLICED | 2 oz. | 6 ct | NA | 2,400 | | | | |
| 6 | BAGEL | BAGEL, PLAIN, WATER, SLICED | 2 oz. | 6 ct | NA | 3,700 | | | | |
| 7 | BISCUIT | BISCUIT, BUTTERMILK, WHOLE GRAIN-RICH | 2 oz. | 100/2 oz. | 2 oz. | 30,000 | | | | |
| 8 | BISCUIT | BISCUIT, BUTTERMILK, WHOLE GRAIN-RICH, INDIVIDUALLY WRAPPED | 2 oz. | 50/ 2 oz. | 2 oz. | 50 | | | | |

***Proposer***: _____ ***Product Category***: **BAKERY PRODUCTS- *ENTIRE DISTRICT***

Note: For all items, other portion sizes and pack sizes will be considered.

1. For all items, other portion sizes, loaf sizes and pack sizes will be considered.
2. Estimated Annual Usage: Actual usage may vary considerably from the figures noted below.

| ITEM NO. | ITEM | SPECIFICATION | PORTION SIZE | PACK SIZE | Min. Grain Equiv. Req. Per Portion | EST. ANNUAL USAGE | MFR. NAME | MFR. PRODUCT CODE | UNIT PRICE | COMMENTS |
|---|---|---|---|---|---|---|---|---|---|---|
| All items listed below must meet the Whole Grain-Rich criteria in accordance with the National School Lunch Program and the School Breakfast Program. Refer to the California Department of Education, Food Services Division Management Bulletin USDA-SNP-28-2012, Grain Requirements for the National School Lunch Program and School Breakfast Program for detailed information on meeting the whole grain-rich criteria. | | | | | | | | | | |
| 9 | BISCUIT | BISCUIT, FRUIT FLAVORED, WHOLE GRAIN-RICH | 2 oz. | 100/2 oz | 2 oz. | 50 | | | | |
| 10 | BISCUIT | BISCUIT, FRUIT FLAVORED, WHOLE GRAIN-RICH, INDIVIDUALLY WRAPPED | 2 oz. | 50/2 oz. | 2 oz. | 50,000 | | | | |
| 11 | BREAD | BREAD, APPLE CINNAMON, WHOLE GRAIN-RICH | 4 oz. | 54/4 oz. | 2 oz. | 50 | | | | |
| 12 | BREAD | BREAD, APPLE CINNAMON, WHOLE GRAIN-RICH, INDIVIDUALLY WRAPPED | 4 oz. | 54/4 oz. | 2 oz. | 70 | | | | |
| 13 | BREAD | BREAD, BANANA, WHOLE GRAIN- RICH | 4 oz. | 54/4 oz. | 2 oz. | 100 | | | | |
| 14 | BREAD | BREAD, BANANA, WHOLE GRAIN-RICH, INDIVIDUALLY WRAPPED | 4 oz. | 54/4 oz. | 2 oz. | 14,000 | | | | |
| 15 | BREAD | BREAD, CIABATTA, WHOLE GRAIN-RICH | 2 oz. | 72 ct | 2 oz. | 100 | | | | |
| 16 | BREAD | BREAD, LEMON, WHOLE GRAIN-RICH | 4 oz. | 54/4 oz. | 2 oz. | 100 | | | | |
| 17 | BREAD | BREAD, LEMON, WHOLE GRAIN-RICH, INDIVIDUALLY WRAPPED | 4 oz. | 54/4 oz. | 2 oz. | 300 | | | | |

***Proposer***: _____ ***Product Category***: **BAKERY PRODUCTS- *ENTIRE DISTRICT***

Note: For all items, other portion sizes and pack sizes will be considered.

1. For all items, other portion sizes, loaf sizes and pack sizes will be considered.
2. Estimated Annual Usage: Actual usage may vary considerably from the figures noted below.

| ITEM NO. | ITEM | SPECIFICATION | PORTION SIZE | PACK SIZE | Min. Grain Equiv. Req. Per Portion | EST. ANNUAL USAGE | MFR. NAME | MFR. PRODUCT CODE | UNIT PRICE | COMMENTS |
|---|---|---|---|---|---|---|---|---|---|---|
| All items listed below must meet the Whole Grain-Rich criteria in accordance with the National School Lunch Program and the School Breakfast Program. Refer to the California Department of Education, Food Services Division Management Bulletin USDA-SNP-28-2012, Grain Requirements for the National School Lunch Program and School Breakfast Program for detailed information on meeting the whole grain-rich criteria. | | | | | | | | | | |
| 18 | BREAD | BREAD, NAAN, WHOLE GRAIN-RICH, FLAT BREAD, APPROXIMATE DIMENSIONS: 4" X 6" | 2 - 2.3 oz. | 160/2 oz. | 2 oz. | 5,000 | | | | |
| 19 | BREAD | BREAD, PITA, WHOLE WHEAT, WHOLE GRAIN-RICH, SPLIT | 2 oz. | 96/2 oz. | 2 oz. | 16,000 | | | | |
| 20 | BREAD | BREAD, PUMPKIN, WHOLE GRAIN-RICH | 4 oz. | 100/4 oz. | 2 oz. | 100 | | | | |
| 21 | BREAD | BREAD, PUMPKIN, WHOLE GRAIN-RICH, INDIVIDUALLY WRAPPED | 4 oz. | 54/4 oz. | 2 oz. | 250 | | | | |
| 22 | BREAD | BREAD, SANDWICH, MULTI-GRAIN, WHOLE GRAIN RICH, 16 OZ. LOAF, SLICED; 14 SLICES + 2 ENDS PER LOAF | 1 slice | 1 lb. loaf | 1 oz. | 235,000 | | | | |
| 23 | BREAD | BREAD, SANDWICH, WHOLE WHEAT, WHOLE GRAIN-RICH, 24 OZ. LOAF, SLICED; 22 SLICES + 2 ENDS PER LOAF | 1 slice | 1.5 lb. loaf | 1 oz. | 567,545 | | | | |

***Proposer***: _____ ***Product Category***: **BAKERY PRODUCTS- *ENTIRE DISTRICT***

Note: For all items, other portion sizes and pack sizes will be considered.

1. For all items, other portion sizes, loaf sizes and pack sizes will be considered.
2. Estimated Annual Usage: Actual usage may vary considerably from the figures noted below.

| ITEM NO. | ITEM | SPECIFICATION | PORTION SIZE | PACK SIZE | Min. Grain Equiv. Req. Per Portion | EST. ANNUAL USAGE | MFR. NAME | MFR. PRODUCT CODE | UNIT PRICE | COMMENTS |
|---|---|---|---|---|---|---|---|---|---|---|
| All items listed below must meet the Whole Grain-Rich criteria in accordance with the National School Lunch Program and the School Breakfast Program. Refer to the California Department of Education, Food Services Division Management Bulletin USDA-SNP-28-2012, Grain Requirements for the National School Lunch Program and School Breakfast Program for detailed information on meeting the whole grain-rich criteria. | | | | | | | | | | |
| 24 | BREAD | BREAD, STUFFING. WHOLE GRAIN-RICH PREFERRED, BUT NOT REQUIRED | .8 oz. dry | 6/58 oz. | 1 oz. (if whole grain-rich) | 2,000 | | | | |
| 25 | BREAD | BREAD, ZUCCHINI, WHOLE GRAIN-RICH | 3.4 - 4 oz. | 70/3.4 oz. | 2 oz. | 100 | | | | |
| 26 | BREAD | BREAD, ZUCCHINI, WHOLE GRAIN-RICH, INDIVIDUALLY WRAPPED | 3.4 - 4 oz. | 70/3.4 oz. | 2 oz. | 27,000 | | | | |
| 27 | BREAD | BREAD, DELI RYE, 16 OZ. LOAF, SLICED, 14 SLICES + 2 ENDS | 1 oz. | 1 loaf | NA | 100 | | | | |
| 28 | BREAD | BREAD, RAISIN, 16 OZ. LOAF, SLICED, 12 SLICES + 2 ENDS, MAY CONTAIN CINNAMON | 1 oz. | 1 loaf | NA | 100 | | | | |
| 29 | BREAD BOWL | BREAD BOWL, SOURDOUGH, WHOLE GRAIN-RICH | 2 oz. | 24/5.5 oz. | 2 oz. | 400 | | | | |
| 30 | BREAD STICK | BREAD STICK, WHOLE WHEAT, WHOLE GRAIN-RICH, APPROXIMATELY 7"-8" LENGTH | 2 oz. | 12/2 oz. | 2 oz. | 2,300 | | | | |
| 31 | BUN | BUN, HAMBURGER, WHOLE GRAIN-RICH, 3" DIAMETER, 12/PKG. | 1.85 - 2 oz. | 12/1.85-2 oz. | 2 oz. | 395,000 | | | | |

***Proposer***: _____ ***Product Category***: **BAKERY PRODUCTS- *ENTIRE DISTRICT***

Note: For all items, other portion sizes and pack sizes will be considered.

1. For all items, other portion sizes, loaf sizes and pack sizes will be considered.
2. Estimated Annual Usage: Actual usage may vary considerably from the figures noted below.

| ITEM NO. | ITEM | SPECIFICATION | PORTION SIZE | PACK SIZE | Min. Grain Equiv. Req. Per Portion | EST. ANNUAL USAGE | MFR. NAME | MFR. PRODUCT CODE | UNIT PRICE | COMMENTS |
|---|---|---|---|---|---|---|---|---|---|---|
| All items listed below must meet the Whole Grain-Rich criteria in accordance with the National School Lunch Program and the School Breakfast Program. Refer to the California Department of Education, Food Services Division Management Bulletin USDA-SNP-28-2012, Grain Requirements for the National School Lunch Program and School Breakfast Program for detailed information on meeting the whole grain-rich criteria. | | | | | | | | | | |
| 32 | BUN | BUN, HAMBURGER, WHOLE GRAIN-RICH, 3" DIAMETER, 48/PKG. | 1.85 - 2 oz. | 48/1.85-2 oz. | 2 oz. | 190,000 | | | | |
| 33 | BUN | BUN, HAMBURGER, KNOT SHAPED, WHOLE GRAIN-RICH, MAY BE DUSTED WITH CORN MEAL, 4" DIAMETER | 2 oz. | 12/2 oz. | 2 oz. | 180,000 | | | | |
| 34 | BUN | BUN, HAMBURGER, PRETZEL, WHOLE GRAIN-RICH | 2 oz. | 12/2 oz. | 2 oz. | 180,000 | | | | |
| 35 | CAKE | CAKE, CARROT, FROSTED, SQUARE, 3.5 OZ, INDIVIDUALLY WRAPPED | 3.5 oz. | 36/3.5 oz | NA | 250 | | | | |
| 36 | CAKE | CAKE, CHOCOLATE, FROSTED, SQUARE, 3 OZ, INDIVIDUALLY WRAPPED | 3 oz. | 36/3 oz | NA | 300 | | | | |
| 37 | COFFEE CAKE | COFFEECAKE, WHOLE GRAIN-RICH, PRE-BAKED, MADE USING LAUSD FORMULATION, INDIVIDUALLY WRAPPED | 4 oz. | 72/4 oz. | 2 oz. | 195,000 | | | | |
| 38 | COOKIE | COOKIE, CHOCOLATE CHIP, BULK, 3"-4" DIAMETER | 1 each | 50/cs. | NA | 150 | | | | |

***Proposer***: _____ ***Product Category***: **BAKERY PRODUCTS- *ENTIRE DISTRICT***

Note: For all items, other portion sizes and pack sizes will be considered.

1. For all items, other portion sizes, loaf sizes and pack sizes will be considered.
2. Estimated Annual Usage: Actual usage may vary considerably from the figures noted below.

| ITEM NO. | ITEM | SPECIFICATION | PORTION SIZE | PACK SIZE | Min. Grain Equiv. Req. Per Portion | EST. ANNUAL USAGE | MFR. NAME | MFR. PRODUCT CODE | UNIT PRICE | COMMENTS |
|---|---|---|---|---|---|---|---|---|---|---|
| All items listed below must meet the Whole Grain-Rich criteria in accordance with the National School Lunch Program and the School Breakfast Program. Refer to the California Department of Education, Food Services Division Management Bulletin USDA-SNP-28-2012, Grain Requirements for the National School Lunch Program and School Breakfast Program for detailed information on meeting the whole grain-rich criteria. | | | | | | | | | | |
| 39 | COOKIE | COOKIE, CHOCOLATE CHIP, INDIVIDUALLY WRAPPED, 3"-4" DIAMETER | 1 each | 50/cs. | NA | 150 | | | | |
| 40 | COOKIE | COOKIE, OATMEAL RAISIN, BULK, 3"-4" DIAMETER | 1 each | 50/cs. | NA | 150 | | | | |
| 41 | COOKIE | COOKIE, OATMEAL RAISIN, INDIVIDUALLY WRAPPED, 3"-4" DIAMETER | 1 each | 50/cs. | NA | 150 | | | | |
| 42 | CORN BREAD | CORN BREAD, WHOLE GRAIN-RICH | 2.4 oz. | 100/2.4 oz. | 2 oz. | 9,000 | | | | |
| 43 | CROISSANT | CROISSANT, WHOLE GRAIN-RICH | 2.4 oz. | 50/2.4 oz. | 2 oz. | 15,000 | | | | |
| 44 | CROUTON | CROUTONS, WHOLE GRAIN-RICH, SEASONED | 0.8 oz. | 4/2.5 lb bags | 1 oz. | 9,500 | | | | |
| 45 | DANISH | DANISH, APPLE CINNAMON, 4 OZ, INDIVIDUALLY WRAPPED | | 12/4.5 oz | NA | 400 | | | | |
| 46 | DANISH | DANISH, CHEESE, 4 OZ, INDIVIDUALLY WRAPPED | | 12/4.5 oz | NA | 600 | | | | |
| 47 | DANISH | DANISH, CHERRY, 4 OZ, INDIVIDUALLY WRAPPED | | | NA | 100 | | | | |

***Proposer***: _____ ***Product Category***: **BAKERY PRODUCTS- *ENTIRE DISTRICT***

Note: For all items, other portion sizes and pack sizes will be considered.
1. For all items, other portion sizes, loaf sizes and pack sizes will be considered.
2. Estimated Annual Usage: Actual usage may vary considerably from the figures noted below.

| ITEM NO. | ITEM | SPECIFICATION | PORTION SIZE | PACK SIZE | Min. Grain Equiv. Req. Per Portion | EST. ANNUAL USAGE | MFR. NAME | MFR. PRODUCT CODE | UNIT PRICE | COMMENTS |
|---|---|---|---|---|---|---|---|---|---|---|
| All items listed below must meet the Whole Grain-Rich criteria in accordance with the National School Lunch Program and the School Breakfast Program. Refer to the California Department of Education, Food Services Division Management Bulletin USDA-SNP-28-2012, Grain Requirements for the National School Lunch Program and School Breakfast Program for detailed information on meeting the whole grain-rich criteria. | | | | | | | | | | |
| 48 | ENGLISH MUFFIN | ENGLISH MUFFIN, WHOLE WHEAT, WHOLE GRAIN RICH, SPLIT | 2 oz. | 12/2 oz. | 2 oz. | 1,400 | | | | |
| 49 | MUFFIN | MUFFIN, BLUEBERRY, WHOLE GRAIN-RICH | 4 oz. | 56/4 oz. | 2 oz. | 50 | | | | |
| 50 | MUFFIN | MUFFIN, BLUEBERRY, WHOLE GRAIN-RICH, INDIVIDUALLY WRAPPED | 4 oz. | 12/4 oz. | 2 oz. | 650 | | | | |
| 51 | MUFFIN | MUFFIN, SWEET POTATO, WHOLE GRAIN-RICH | 3.5 - 4 oz. | 56/4 oz. | 2 oz. | | | | | |
| 52 | MUFFIN | MUFFIN, SWEET POTATO, WHOLE GRAIN-RICH, INDIVIDUALLY WRAPPED | 3.5 - 4 oz. | 56/4 oz. | 2 oz. | 100 | | | | |
| 53 | MUFFIN | MUFFIN, BRAN, 4 OZ | 1 each | 12/4 oz | NA | 350 | | | | |
| 54 | MUFFIN | MUFFIN, DOUBLE CHOCOLATE, 4 OZ. | 1 each | 12/4 oz | NA | 200 | | | | |
| 55 | | ROLL, ASIAGO, WHOLE GRAIN | 1 each | 12/4 oz | 2 oz. | 400,000 | | | | |
| 56 | ROLL | ROLL, DINNER, WHOLE WHEAT, WHOLE GRAIN-RICH, 1 OZ. | 1 oz. | 12/1 oz | 1 oz. | 37,000 | | | | |
| 57 | ROLL | ROLL, DINNER, WHOLE WHEAT, WHOLE GRAIN-RICH, 2 OZ. | 2 oz. | 12/2 oz | 2 oz. | 480,000 | | | | |

***Proposer***: _____ ***Product Category***: **BAKERY PRODUCTS- *ENTIRE DISTRICT***

Note: For all items, other portion sizes and pack sizes will be considered.

1. For all items, other portion sizes, loaf sizes and pack sizes will be considered.
2. Estimated Annual Usage: Actual usage may vary considerably from the figures noted below.

| ITEM NO. | ITEM | SPECIFICATION | PORTION SIZE | PACK SIZE | Min. Grain Equiv. Req. Per Portion | EST. ANNUAL USAGE | MFR. NAME | MFR. PRODUCT CODE | UNIT PRICE | COMMENTS |
|---|---|---|---|---|---|---|---|---|---|---|
| All items listed below must meet the Whole Grain-Rich criteria in accordance with the National School Lunch Program and the School Breakfast Program. Refer to the California Department of Education, Food Services Division Management Bulletin USDA-SNP-28-2012, Grain Requirements for the National School Lunch Program and School Breakfast Program for detailed information on meeting the whole grain-rich criteria. | | | | | | | | | | |
| 58 | ROLL | ROLL, FRENCH, WHOLE GRAIN- RICH, 4" LENGTH, HINGE CUT | 2 oz. | 12/4” | 2 oz. | 56,000 | | | | |
| 59 | ROLL | ROLL, SOUR DOUGH, WHOLE GRAIN | 1 each | 12/4 oz | 2 oz. | 400,000 | | | | |
| 60 | ROLL | ROLL, TELERA, WHOLE GRAIN-RICH, SPLIT, APPROPRIATE FOR MAKING TORTAS | 2 oz. | 60/2.5 oz | 2 oz. | 20 | | | | |
| 61 | TORTILLA | TORTILLA, FLOUR, WHOLE GRAIN-RICH, 10” DIAMETER | 2 oz. | 12/2 oz. | 2 oz. | 6,000 | | | | |
| 62 | TORTILLA | TORTILLA, FLOUR, WHOLE GRAIN-RICH, 6" DIAMENTER | 1 oz. | 12/1 oz. | 1 oz. | 250,000 | | | | |
| 63 | TORTILLA | TORTILLA, WHOLE GRAIN CORN, 6” DIAMETER | 1 oz. | 12/1 oz. | 1 oz. | 4,500 | | | | |
| 64 | WON TON STRIPS | WON TON STRIPS | 1 oz. | 10/1 lb | NA | 600 | | | | |
| ***ADDITIONAL PRODUCTS OFFERED*** | | | | | | | | | | |
| 65 | | | | | | | | | | |
| 66 | | | | | | | | | | |
| 67 | | | | | | | | | | |
| 68 | | | | | | | | | | |
| 69 | | | | | | | | | | |

***Proposer***: _____ ***Product Category***: **BAKERY PRODUCTS- *ENTIRE DISTRICT***

Note: For all items, other portion sizes and pack sizes will be considered.

1. For all items, other portion sizes, loaf sizes and pack sizes will be considered.
2. Estimated Annual Usage: Actual usage may vary considerably from the figures noted below.

| ITEM NO. | ITEM | SPECIFICATION | PORTION SIZE | PACK SIZE | Min. Grain Equiv. Req. Per Portion | EST. ANNUAL USAGE | MFR. NAME | MFR. PRODUCT CODE | UNIT PRICE | COMMENTS |
|---|---|---|---|---|---|---|---|---|---|---|
| All items listed below must meet the Whole Grain-Rich criteria in accordance with the National School Lunch Program and the School Breakfast Program. Refer to the California Department of Education, Food Services Division Management Bulletin USDA-SNP-28-2012, Grain Requirements for the National School Lunch Program and School Breakfast Program for detailed information on meeting the whole grain-rich criteria. | | | | | | | | | | |
| 70 | | | | | | | | | | |
| 71 | | | | | | | | | | |
| 72 | | | | | | | | | | |

***Proposer***: _____ ***Product Category***: **BAKERY PRODUCTS- *BY GEOGRAPHICAL AREA***

**Proposer to select at least one option if submitting a proposal for other than the "Entire District" option.**

- ☐ Local District Central
- ☐ Local District Northwest
- ☐ Local District East
- ☐ Local District South
- ☐ Local District Northeast
- ☐ Local District West

Note: For all items, other portion sizes and pack sizes will be considered.

1. For all items, other portion sizes, loaf sizes and pack sizes will be considered.
2. Estimated Annual Usage: Actual usage may vary considerably from the figures noted below.

| ITEM NO. | ITEM | SPECIFICATION | PORTION SIZE | PACK SIZE | MIN. GRAIN EQUIV. REQ. PER PORTION | EST. ANNUAL USAGE | MFR. NAME | MFR. PRODUCT CODE | UNIT PRICE | COMMENTS |
|---|---|---|---|---|---|---|---|---|---|---|
| All items listed below must meet the Whole Grain-Rich criteria in accordance with the National School Lunch Program and the School Breakfast Program. Refer to the California Department of Education, Food Services Division Management Bulletin USDA-SNP-28-2012, Grain Requirements for the National School Lunch Program and School Breakfast Program for detailed information on meeting the whole grain-rich criteria. | | | | | | | | | | |
| 1 | BAGEL | BAGEL, PLAIN, WHOLE GRAIN-RICH, SLICED | 2 oz. | 100/2 oz. | 2 oz. | 50 | | | | |
| 2 | BAGEL | BAGEL, PLAIN, WHOLE GRAIN-RICH, SLICED, INDIVIDUALLY WRAPPED | 2 oz. | 50/2 oz. | 2 oz. | 500 | | | | |
| 3 | BAGEL | BAGEL, CINNAMON RAISIN, WHOLE GRAIN-RICH, SLICED | 2 oz. | 100/2 oz | 2 oz. | 50 | | | | |
| 4 | BAGEL | BAGEL, CINNAMON RAISIN, WHOLE GRAIN-RICH, SLICED, INDIVIDUALLY WRAPPED | 2 oz. | 50/2 oz. | 2 oz. | 250 | | | | |
| 5 | BAGEL | BAGEL, ONION, SLICED | 2 oz. | 6 ct | NA | 200 | | | | |
| 6 | BAGEL | BAGEL, PLAIN, WATER, SLICED | 2 oz. | 6 ct | NA | 700 | | | | |

***Proposer***: _____ ***Product Category***: **BAKERY PRODUCTS- *BY GEOGRAPHICAL AREA***

**Proposer to select at least one option if submitting a proposal for other than the "Entire District" option.**

- ☐ Local District Central
- ☐ Local District Northwest
- ☐ Local District East
- ☐ Local District South
- ☐ Local District Northeast
- ☐ Local District West

Note: For all items, other portion sizes and pack sizes will be considered.

1. For all items, other portion sizes, loaf sizes and pack sizes will be considered.
2. Estimated Annual Usage: Actual usage may vary considerably from the figures noted below.

| ITEM NO. | ITEM | SPECIFICATION | PORTION SIZE | PACK SIZE | MIN. GRAIN EQUIV. REQ. PER PORTION | EST. ANNUAL USAGE | MFR. NAME | MFR. PRODUCT CODE | UNIT PRICE | COMMENTS |
|---|---|---|---|---|---|---|---|---|---|---|
| All items listed below must meet the Whole Grain-Rich criteria in accordance with the National School Lunch Program and the School Breakfast Program. Refer to the California Department of Education, Food Services Division Management Bulletin USDA-SNP-28-2012, Grain Requirements for the National School Lunch Program and School Breakfast Program for detailed information on meeting the whole grain-rich criteria. | | | | | | | | | | |
| 7 | BISCUIT | BISCUIT, BUTTERMILK, WHOLE GRAIN-RICH | 2 oz. | 100/2 oz. | 2 oz. | 5,000 | | | | |
| 8 | BISCUIT | BISCUIT, BUTTERMILK, WHOLE GRAIN-RICH, INDIVIDUALLY WRAPPED | 2 oz. | 50/ 2 oz. | 2 oz. | 50 | | | | |
| 9 | BISCUIT | BISCUIT, FRUIT FLAVORED, WHOLE GRAIN-RICH | 2 oz. | 100/2 oz | 2 oz. | 50 | | | | |
| 10 | BISCUIT | BISCUIT, FRUIT FLAVORED, WHOLE GRAIN-RICH, INDIVIDUALLY WRAPPED | 2 oz. | 50/2 oz. | 2 oz. | 8,500 | | | | |
| 11 | BREAD | BREAD, APPLE CINNAMON, WHOLE GRAIN-RICH | 4 oz. | 54/4 oz. | 2 oz. | 50 | | | | |
| 12 | BREAD | BREAD, APPLE CINNAMON, WHOLE GRAIN-RICH, INDIVIDUALLY WRAPPED | 4 oz. | 54/4 oz. | 2 oz. | 50 | | | | |

***Proposer***: _____ ***Product Category***: **BAKERY PRODUCTS- *BY GEOGRAPHICAL AREA***

**Proposer to select at least one option if submitting a proposal for other than the "Entire District" option.**

- ☐ Local District Central
- ☐ Local District Northwest
- ☐ Local District East
- ☐ Local District South
- ☐ Local District Northeast
- ☐ Local District West

Note: For all items, other portion sizes and pack sizes will be considered.

1. For all items, other portion sizes, loaf sizes and pack sizes will be considered.
2. Estimated Annual Usage: Actual usage may vary considerably from the figures noted below.

| ITEM NO. | ITEM | SPECIFICATION | PORTION SIZE | PACK SIZE | MIN. GRAIN EQUIV. REQ. PER PORTION | EST. ANNUAL USAGE | MFR. NAME | MFR. PRODUCT CODE | UNIT PRICE | COMMENTS |
|---|---|---|---|---|---|---|---|---|---|---|
| All items listed below must meet the Whole Grain-Rich criteria in accordance with the National School Lunch Program and the School Breakfast Program. Refer to the California Department of Education, Food Services Division Management Bulletin USDA-SNP-28-2012, Grain Requirements for the National School Lunch Program and School Breakfast Program for detailed information on meeting the whole grain-rich criteria. | | | | | | | | | | |
| 13 | BREAD | BREAD, BANANA, WHOLE GRAIN- RICH | 4 oz. | 54/4 oz. | 2 oz. | 50 | | | | |
| 14 | BREAD | BREAD, BANANA, WHOLE GRAIN-RICH, INDIVIDUALLY WRAPPED | 4 oz. | 54/4 oz. | 2 oz. | 2,500 | | | | |
| 15 | BREAD | BREAD, CIABATTA, WHOLE GRAIN-RICH | 2 oz. | 72 ct | 2 oz. | 25 | | | | |
| 16 | BREAD | BREAD, LEMON, WHOLE GRAIN-RICH | 4 oz. | 54/4 oz. | 2 oz. | 25 | | | | |
| 17 | BREAD | BREAD, LEMON, WHOLE GRAIN-RICH, INDIVIDUALLY WRAPPED | 4 oz. | 54/4 oz. | 2 oz. | 60 | | | | |
| 18 | BREAD | BREAD, NAAN, WHOLE GRAIN-RICH, FLAT BREAD, APPROXIMATE DIMENSIONS: 4" X 6" | 2 - 2.3 oz. | 160/2 oz. | 2 oz. | 850 | | | | |

***Proposer***: _____ ***Product Category***: **BAKERY PRODUCTS- *BY GEOGRAPHICAL AREA***

**Proposer to select at least one option if submitting a proposal for other than the "Entire District" option.**

- ☐ Local District Central
- ☐ Local District Northwest
- ☐ Local District East
- ☐ Local District South
- ☐ Local District Northeast
- ☐ Local District West

Note: For all items, other portion sizes and pack sizes will be considered.

1. For all items, other portion sizes, loaf sizes and pack sizes will be considered.
2. Estimated Annual Usage: Actual usage may vary considerably from the figures noted below.

| ITEM NO. | ITEM | SPECIFICATION | PORTION SIZE | PACK SIZE | MIN. GRAIN EQUIV. REQ. PER PORTION | EST. ANNUAL USAGE | MFR. NAME | MFR. PRODUCT CODE | UNIT PRICE | COMMENTS |
|---|---|---|---|---|---|---|---|---|---|---|
| All items listed below must meet the Whole Grain-Rich criteria in accordance with the National School Lunch Program and the School Breakfast Program. Refer to the California Department of Education, Food Services Division Management Bulletin USDA-SNP-28-2012, Grain Requirements for the National School Lunch Program and School Breakfast Program for detailed information on meeting the whole grain-rich criteria. | | | | | | | | | | |
| 19 | BREAD | BREAD, PITA, WHOLE WHEAT, WHOLE GRAIN-RICH, SPLIT | 2 oz. | 96/2 oz. | 2 oz. | 2,700 | | | | |
| 20 | BREAD | BREAD, PUMPKIN, WHOLE GRAIN-RICH | 4 oz. | 100/4 oz. | 2 oz. | 25 | | | | |
| 21 | BREAD | BREAD, PUMPKIN, WHOLE GRAIN-RICH, INDIVIDUALLY WRAPPED | 4 oz. | 54/4 oz. | 2 oz. | 50 | | | | |
| 22 | BREAD | BREAD, SANDWICH, MULTI-GRAIN, WHOLE GRAIN RICH, 16 OZ. LOAF, SLICED; 14 SLICES + 2 ENDS PER LOAF | 1 slice | 1 lb. loaf | 1 oz. | 39,500 | | | | |
| 23 | BREAD | BREAD, SANDWICH, WHOLE WHEAT, WHOLE GRAIN-RICH, 24 OZ. LOAF, SLICED; 22 SLICES + 2 ENDS PER LOAF | 1 slice | 1.5 lb. loaf | 1 oz. | 95,000 | | | | |

***Proposer***: _____ ***Product Category***: **BAKERY PRODUCTS- *BY GEOGRAPHICAL AREA***

**Proposer to select at least one option if submitting a proposal for other than the "Entire District" option.**

- ☐ Local District Central
- ☐ Local District Northwest
- ☐ Local District East
- ☐ Local District South
- ☐ Local District Northeast
- ☐ Local District West

Note: For all items, other portion sizes and pack sizes will be considered.

1. For all items, other portion sizes, loaf sizes and pack sizes will be considered.
2. Estimated Annual Usage: Actual usage may vary considerably from the figures noted below.

| ITEM NO. | ITEM | SPECIFICATION | PORTION SIZE | PACK SIZE | MIN. GRAIN EQUIV. REQ. PER PORTION | EST. ANNUAL USAGE | MFR. NAME | MFR. PRODUCT CODE | UNIT PRICE | COMMENTS |
|---|---|---|---|---|---|---|---|---|---|---|
| All items listed below must meet the Whole Grain-Rich criteria in accordance with the National School Lunch Program and the School Breakfast Program. Refer to the California Department of Education, Food Services Division Management Bulletin USDA-SNP-28-2012, Grain Requirements for the National School Lunch Program and School Breakfast Program for detailed information on meeting the whole grain-rich criteria. | | | | | | | | | | |
| 24 | BREAD | BREAD, STUFFING. WHOLE GRAIN-RICH PREFERRED, BUT NOT REQUIRED | .8 oz. dry | 6/58 oz. | 1 oz. (if whole grain-rich) | 350 | | | | |
| 25 | BREAD | BREAD, ZUCCHINI, WHOLE GRAIN-RICH | 3.4 - 4 oz. | 70/3.4 oz. | 2 oz. | 25 | | | | |
| 26 | BREAD | BREAD, ZUCCHINI, WHOLE GRAIN-RICH, INDIVIDUALLY WRAPPED | 3.4 - 4 oz. | 70/3.4 oz. | 2 oz. | 4,500 | | | | |
| 27 | BREAD | BREAD, DELI RYE, 16 OZ. LOAF, SLICED, 14 SLICES + 2 ENDS | 1 oz. | 1 loaf | NA | 25 | | | | |
| 28 | BREAD | BREAD, RAISIN, 16 OZ. LOAF, SLICED, 12 SLICES + 2 ENDS, MAY CONTAIN CINNAMON | 1 oz. | 1 loaf | NA | 25 | | | | |
| 29 | BREAD BOWL | BREAD BOWL, SOURDOUGH, WHOLE GRAIN-RICH | 2 oz. | 24/5.5 oz. | 2 oz. | 70 | | | | |

***Proposer***: _____ ***Product Category***: **BAKERY PRODUCTS- *BY GEOGRAPHICAL AREA***

**Proposer to select at least one option if submitting a proposal for other than the "Entire District" option.**

- ☐ Local District Central
- ☐ Local District Northwest
- ☐ Local District East
- ☐ Local District South
- ☐ Local District Northeast
- ☐ Local District West

Note: For all items, other portion sizes and pack sizes will be considered.

1. For all items, other portion sizes, loaf sizes and pack sizes will be considered.
2. Estimated Annual Usage: Actual usage may vary considerably from the figures noted below.

| ITEM NO. | ITEM | SPECIFICATION | PORTION SIZE | PACK SIZE | MIN. GRAIN EQUIV. REQ. PER PORTION | EST. ANNUAL USAGE | MFR. NAME | MFR. PRODUCT CODE | UNIT PRICE | COMMENTS |
|---|---|---|---|---|---|---|---|---|---|---|
| All items listed below must meet the Whole Grain-Rich criteria in accordance with the National School Lunch Program and the School Breakfast Program. Refer to the California Department of Education, Food Services Division Management Bulletin USDA-SNP-28-2012, Grain Requirements for the National School Lunch Program and School Breakfast Program for detailed information on meeting the whole grain-rich criteria. | | | | | | | | | | |
| 30 | BREAD STICK | BREAD STICK, WHOLE WHEAT, WHOLE GRAIN-RICH, APPROXIMATELY 7"-8" LENGTH | 2 oz. | 12/2 oz. | 2 oz. | 400 | | | | |
| 31 | BUN | BUN, HAMBURGER, WHOLE GRAIN-RICH, 3” DIAMETER, 12/PKG. | 1.85 - 2 oz. | 12/1.85-2 oz. | 2 oz. | 66,000 | | | | |
| 32 | BUN | BUN, HAMBURGER, WHOLE GRAIN-RICH, 3” DIAMETER, 48/PKG. | 1.85 - 2 oz. | 48/1.85-2 oz. | 2 oz. | 32,000 | | | | |
| 33 | BUN | BUN, HAMBURGER, KNOT SHAPED, WHOLE GRAIN-RICH, MAY BE DUSTED WITH CORN MEAL, 4" DIAMETER | 2 oz. | 12/2 oz. | 2 oz. | 30,000 | | | | |
| 34 | BUN | BUN, HAMBURGER, PRETZEL, WHOLE GRAIN-RICH | 2 oz. | 12/2 oz. | 2 oz. | 30,000 | | | | |

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Note: For all items, other portion sizes and pack sizes will be considered.

1. For all items, other portion sizes, loaf sizes and pack sizes will be considered.
2. Estimated Annual Usage: Actual usage may vary considerably from the figures noted below.

| ITEM NO. | ITEM | SPECIFICATION | PORTION SIZE | PACK SIZE | MIN. GRAIN EQUIV. REQ. PER PORTION | EST. ANNUAL USAGE | MFR. NAME | MFR. PRODUCT CODE | UNIT PRICE | COMMENTS |
|---|---|---|---|---|---|---|---|---|---|---|
| All items listed below must meet the Whole Grain-Rich criteria in accordance with the National School Lunch Program and the School Breakfast Program. Refer to the California Department of Education, Food Services Division Management Bulletin USDA-SNP-28-2012, Grain Requirements for the National School Lunch Program and School Breakfast Program for detailed information on meeting the whole grain-rich criteria. | | | | | | | | | | |
| 35 | CAKE | CAKE, CARROT, FROSTED, SQUARE, 3.5 OZ, INDIVIDUALLY WRAPPED | 3.5 oz. | 36/3.5 oz | NA | 50 | | | | |
| 36 | CAKE | CAKE, CHOCOLATE, FROSTED, SQUARE, 3 OZ, INDIVIDUALLY WRAPPED | 3 oz. | 36/3 oz | NA | 50 | | | | |
| 37 | COFFEE CAKE | COFFEECAKE, WHOLE GRAIN-RICH, PRE-BAKED, MADE USING LAUSD FORMULATION, INDIVIDUALLY WRAPPED | 4 oz. | 72/4 oz. | 2 oz. | 33,000 | | | | |
| 38 | COOKIE | COOKIE, CHOCOLATE CHIP, BULK, 3"-4" DIAMETER | 1 each | 50/cs. | NA | 25 | | | | |
| 39 | COOKIE | COOKIE, CHOCOLATE CHIP, INDIVIDUALLY WRAPPED, 3"-4" DIAMETER | 1 each | 50/cs. | NA | 40 | | | | |

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Note: For all items, other portion sizes and pack sizes will be considered.

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2. Estimated Annual Usage: Actual usage may vary considerably from the figures noted below.

| ITEM NO. | ITEM | SPECIFICATION | PORTION SIZE | PACK SIZE | MIN. GRAIN EQUIV. REQ. PER PORTION | EST. ANNUAL USAGE | MFR. NAME | MFR. PRODUCT CODE | UNIT PRICE | COMMENTS |
|---|---|---|---|---|---|---|---|---|---|---|
| All items listed below must meet the Whole Grain-Rich criteria in accordance with the National School Lunch Program and the School Breakfast Program. Refer to the California Department of Education, Food Services Division Management Bulletin USDA-SNP-28-2012, Grain Requirements for the National School Lunch Program and School Breakfast Program for detailed information on meeting the whole grain-rich criteria. | | | | | | | | | | |
| 40 | COOKIE | COOKIE, OATMEAL RAISIN, BULK, 3"-4" DIAMETER | 1 each | 50/cs. | NA | 30 | | | | |
| 41 | COOKIE | COOKIE, OATMEAL RAISIN, INDIVIDUALLY WRAPPED, 3"-4" DIAMETER | 1 each | 50/cs. | NA | 30 | | | | |
| 42 | CORN BREAD | CORN BREAD, WHOLE GRAIN-RICH | 2.4 oz. | 100/2.4 oz. | 2 oz. | 1,500 | | | | |
| 43 | CROISSANT | CROISSANT, WHOLE GRAIN-RICH | 2.4 oz. | 50/2.4 oz. | 2 oz. | 2,500 | | | | |
| 44 | CROUTON | CROUTONS, WHOLE GRAIN-RICH, SEASONED | 0.8 oz. | 4/2.5 lb bags | 1 oz. | 1,600 | | | | |
| 45 | DANISH | DANISH, APPLE CINNAMON, 4 OZ, INDIVIDUALLY WRAPPED | | 12/4.5 oz | NA | 70 | | | | |
| 46 | DANISH | DANISH, CHEESE, 4 OZ, INDIVIDUALLY WRAPPED | | 12/4.5 oz | NA | 100 | | | | |

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Note: For all items, other portion sizes and pack sizes will be considered.

1. For all items, other portion sizes, loaf sizes and pack sizes will be considered.
2. Estimated Annual Usage: Actual usage may vary considerably from the figures noted below.

| ITEM NO. | ITEM | SPECIFICATION | PORTION SIZE | PACK SIZE | MIN. GRAIN EQUIV. REQ. PER PORTION | EST. ANNUAL USAGE | MFR. NAME | MFR. PRODUCT CODE | UNIT PRICE | COMMENTS |
|---|---|---|---|---|---|---|---|---|---|---|
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| 47 | DANISH | DANISH, CHERRY, 4 OZ, INDIVIDUALLY WRAPPED | | | NA | 25 | | | | |
| 48 | ENGLISH MUFFIN | ENGLISH MUFFIN, WHOLE WHEAT, WHOLE GRAIN RICH, SPLIT | 2 oz. | 12/2 oz. | 2 oz. | 250 | | | | |
| 49 | MUFFIN | MUFFIN, BLUEBERRY, WHOLE GRAIN-RICH | 4 oz. | 56/4 oz. | 2 oz. | 25 | | | | |
| 50 | MUFFIN | MUFFIN, BLUEBERRY, WHOLE GRAIN-RICH, INDIVIDUALLY WRAPPED | 4 oz. | 12/4 oz. | 2 oz. | 125 | | | | |
| 51 | MUFFIN | MUFFIN, SWEET POTATO, WHOLE GRAIN-RICH | 3.5 - 4 oz. | 56/4 oz. | 2 oz. | | | | | |
| 52 | MUFFIN | MUFFIN, SWEET POTATO, WHOLE GRAIN-RICH, INDIVIDUALLY WRAPPED | 3.5 - 4 oz. | 56/4 oz. | 2 oz. | 25 | | | | |

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Note: For all items, other portion sizes and pack sizes will be considered.

1. For all items, other portion sizes, loaf sizes and pack sizes will be considered.
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| ITEM NO. | ITEM | SPECIFICATION | PORTION SIZE | PACK SIZE | MIN. GRAIN EQUIV. REQ. PER PORTION | EST. ANNUAL USAGE | MFR. NAME | MFR. PRODUCT CODE | UNIT PRICE | COMMENTS |
|---|---|---|---|---|---|---|---|---|---|---|
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| 53 | MUFFIN | MUFFIN, BRAN, 4 OZ | 1 each | 12/4 oz | NA | 70 | | | | |
| 54 | MUFFIN | MUFFIN, DOUBLE CHOCOLATE, 4 OZ. | 1 each | 12/4 oz | NA | 40 | | | | |
| 55 | | ROLL, ASIAGO, WHOLE GRAIN | 1 each | 12/4 oz | 2 oz. | 67,000 | | | | |
| 56 | ROLL | ROLL, DINNER, WHOLE WHEAT, WHOLE GRAIN-RICH, 1 OZ. | 1 oz. | 12/1 oz | 1 oz. | 6,200 | | | | |
| 57 | ROLL | ROLL, DINNER, WHOLE WHEAT, WHOLE GRAIN-RICH, 2 OZ. | 2 oz. | 12/2 oz | 2 oz. | 80,000 | | | | |
| 58 | ROLL | ROLL, FRENCH, WHOLE GRAIN- RICH, 4" LENGTH, HINGE CUT | 2 oz. | 12/4” | 2 oz. | 9,500 | | | | |
| 59 | ROLL | ROLL, SOUR DOUGH, WHOLE GRAIN | 1 each | 12/4 oz | 2 oz. | 67,000 | | | | |

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1. For all items, other portion sizes, loaf sizes and pack sizes will be considered.
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| 60 | ROLL | ROLL, TELERA, WHOLE GRAIN-RICH, SPLIT, APPROPRIATE FOR MAKING TORTAS | 2 oz. | 60/2.5 oz | 2 oz. | 20 | | | | |
| 61 | TORTILLA | TORTILLA, FLOUR, WHOLE GRAIN-RICH, 10” DIAMETER | 2 oz. | 12/2 oz. | 2 oz. | 1,000 | | | | |
| 62 | TORTILLA | TORTILLA, FLOUR, WHOLE GRAIN-RICH, 6" DIAMENTER | 1 oz. | 12/1 oz. | 1 oz. | 42,000 | | | | |
| 63 | TORTILLA | TORTILLA, WHOLE GRAIN CORN, 6” DIAMETER | 1 oz. | 12/1 oz. | 1 oz. | 800 | | | | |
| 64 | WON TON STRIPS | WON TON STRIPS | 1 oz. | 10/1 lb | NA | 100 | | | | |
| ***ADDITIONAL PRODUCTS OFFERED*** | | | | | | | | | | |
| 63 | | | | | | | | | | |
| 64 | | | | | | | | | | |
| 65 | | | | | | | | | | |

***Proposer***: _____ ***Product Category***: **BAKERY PRODUCTS- *BY GEOGRAPHICAL AREA***

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1. For all items, other portion sizes, loaf sizes and pack sizes will be considered.
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| 66 | | | | | | | | | | |
| 67 | | | | | | | | | | |
| 68 | | | | | | | | | | |
| 69 | | | | | | | | | | |
| 70 | | | | | | | | | | |
| 71 | | | | | | | | | | |
| 72 | | | | | | | | | | |
| 73 | | | | | | | | | | |
| 74 | | | | | | | | | | |
| 75 | | | | | | | | | | |
| 76 | | | | | | | | | | |

***Proposer***: _____ ***Product Category***: **DAIRY PRODUCTS- *ENTIRE DISTRICT***

**Notes:**

1. For all items, other portion sizes, loaf sizes and pack sizes will be considered.
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| ITEM NO. | ITEM | SPECIFICATION | PACK SIZE | EST. ANNUAL USAGE | COUNTRY OF ORIGIN | MFR. NAME | MFR. PRODUCT CODE | UNIT PRICE | COMMENTS |
|---|---|---|---|---|---|---|---|---|---|
| 1 | BUTTER | BUTTER, SOLID, CHIP (FOIL) | 17 LB | 240 | | | | | |
| 2 | BUTTER | BUTTER, SOLID, CS/5 | 1 LB | 10,400 | | | | | |
| 3 | BUTTERMILK | BUTTERMILK; PREMIUM LOWFAT CULTURED BUTTERMILK | 1/2 GAL PP | 700 | | | | | |
| 4 | BUTTERMILK | BUTTERMILK; PREMIUM LOWFAT CULTURED BUTTERMILK | 1/2 PT | 700 | | | | | |
| 5 | CHEESE | CHEESE, AMERICAN PROCESS | 1 OZ SLICE | 150 | | | | | |
| 6 | CHEESE | CHEESE,CHEDDAR IW | 1 OZ | 86,000 | | | | | |
| 7 | CHEESE | CHEESE, CHEDDAR, REDUCED FAT | 1 OZ SLICE | 100,000 | | | | | |
| 8 | CHEESE | CHEESE, CHEDDAR, 1 OZ | 1 OZ SLICE | 300,000 | | | | | |
| 9 | CHEESE | CHEESE, CHEDDAR, REDUCED FAT | 0.5 OZ SLICE | 100,000 | | | | | |
| 10 | CHEESE | CHEESE, CHEDDAR, REDUCED FAT | 1 OZ SLICE | 10,000 | | | | | |
| 11 | CHEESE | CHEESE, CHEDDAR, SHREDDED,REDUCED SODIUM/RED FAT | 5 LB | 25,000 | | | | | |
| 12 | CHEESE | CHEESE, FETA | 5 LB | 283,000 | | | | | |

***Proposer***: _____ ***Product Category***: **DAIRY PRODUCTS- *ENTIRE DISTRICT***

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| ITEM NO. | ITEM | SPECIFICATION | PACK SIZE | EST. ANNUAL USAGE | COUNTRY OF ORIGIN | MFR. NAME | MFR. PRODUCT CODE | UNIT PRICE | COMMENTS |
|---|---|---|---|---|---|---|---|---|---|
| 13 | CHEESE | CHEESE, MOZZARELLA, SHREDDED. MILD, BALANCED DAIRY FLAVOR AND NO OFF OR RANCID ODOR. | 5 LB | 100,000 | | | | | |
| 14 | CHEESE | CHEESE, MOZZARELLA, STRING CHEESE, IW: FIRM, SMOOTH, WITH A MILD, BALANCED DAIRY FLAVOR AND NO OFF OR RANCID ODOR. | 1 OZ | 100,000 | | | | | |
| 15 | CHEESE | CHEESE,PARMESAN BLEND, GRATED | 1 LB | 2,700 | | | | | |
| 16 | CHEESE | CHEESE, PEPPER JACK: JALAPENO SPICED MONTEREY JACK CHEESE | 1 OZ SLICE | 500 | | | | | |
| 17 | CHEESE | CHEESE, PROVOLONE: MILD, BALANCED DAIRY FLAVOR AND NO OFF OR RANCID ODOR. | 1 OZ SLICE | 50,000 | | | | | |
| 18 | CHEESE | COTTAGE CHEESE, LOWFAT | 1/2 PT | 60 | | | | | |
| 19 | CHEESE | COTTAGE CHEESE, LOWFAT | 5 LB | 300 | | | | | |
| 20 | CHEESE | COTTAGE CHEESE, LOWFAT | PT | 30 | | | | | |
| 21 | CHEESE | COTTAGE CHEESE | PT | 450 | | | | | |
| 22 | CREAM CHEESE | CREAM CHEESE | 100/1 OZ CUPS | 900 | | | | | |
| 23 | CREAM CHEESE | CREAM CHEESE | 3 LB | 600 | | | | | |

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|---|---|---|---|---|---|---|---|---|---|
| 24 | CREAMER | HALF & HALF | 400,3/8 OZ | 4,200 | | | | | |
| 25 | EGGS | EGGS, DRY PACK HARD BOILED: 1 SERVING IS EQUIVALENT TO ONE (1) M/MA | 12/12 DZ | 1,400 | | | | | |
| 26 | EGGS | EGGS, HARD COOKED CRUMBLE: 1 SERVING IS EQUIVALENT TO ONE (1) M/MA | 4/5 LB CASE | 32,000 | | | | | |
| 27 | EGGS | EGGS, LARGE | DZ | 12,000 | | | | | |
| 28 | EGGS | EGGS, LIQUID WHOLE FROZEN: PASTEURIZED LIQUID WHOLE EGG PRODUCT FROZEN FOR LONGER SHELF LIFE OF ONE (1) YEAR FROM PROCESSING DATE. FRESH, CLEAN APPEALING EGG TASTE AND SMELL. | 6/5 LB | 360,000 | | | | | |
| 29 | FRUIT JUICE | FRUIT JUICE, 100% APPLE JUICE OR FROM CONCENTRATE | 1/2 PT ECO | 127,000 | | | | | |
| 30 | FRUIT JUICE | FRUIT JUICE, 100% APPLE JUICE OR FROM CONCENTRATE | 4 OZ ECO | 6,000,000 | | | | | |
| 31 | FRUIT JUICE | FRUIT JUICE, 100% APPLE JUICE OR FROM CONCENTRATE | 4 OZ FOIL POUCH | 4,780,000 | | | | | |

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|---|---|---|---|---|---|---|---|---|---|
| 32 | FRUIT JUICE | FRUIT JUICE, 100% GRAPE JUICE OR FROM CONCENTRATE | 1/2 PT ECO | 50,000 | | | | | |
| 33 | FRUIT JUICE | FRUIT JUICE, 100% GRAPE JUICE OR FROM CONCENTRATE | 4 OZ ECO | 50,000 | | | | | |
| 34 | FRUIT JUICE | FRUIT JUICE, 100% GRAPE JUICE OR FROM CONCENTRATE | 4 OZ FOIL POUCH | 100,000 | | | | | |
| 35 | FRUIT JUICE | FRUIT JUICE, 100% ORANGE JUICE OR FROM CONCENTRATE | 1/2 GAL PLASTIC | 2,000 | | | | | |
| 36 | FRUIT JUICE | FRUIT JUICE, 100% ORANGE JUICE OR FROM CONCENTRATE | 1/2 PT ECO | 53,000 | | | | | |
| 37 | FRUIT JUICE | FRUIT JUICE, 100% ORANGE JUICE OR FROM CONCENTRATE | 12 OZ PLASTIC | 20,000 | | | | | |
| 38 | FRUIT JUICE | FRUIT JUICE, 100% ORANGE JUICE OR FROM CONCENTRATE | 4 OZ ECO DW | 4,070,000 | | | | | |
| 39 | FRUIT JUICE | FRUIT JUICE, 100% ORANGE JUICE OR FROM CONCENTRATE | 4 OZ FOIL POUCH | 3,150,000 | | | | | |

***Proposer***: _____ ***Product Category***: **DAIRY PRODUCTS- *ENTIRE DISTRICT***

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|---|---|---|---|---|---|---|---|---|---|
| 40 | FRUIT JUICE | FRUIT JUICE, 100% ORANGE JUICE OR FROM CONCENTRATE | 6 OZ ECO | 500,000 | | | | | |
| 41 | FRUIT JUICE | FRUIT JUICE, 100% ORANGE JUICE OR FROM CONCENTRATE | GAL PLASTIC | 500,000 | | | | | |
| 42 | FRUIT JUICE | FRUIT JUICE, 100% ORANGE JUICE OR FROM CONCENTRATE | PT PLASTIC | 250,000 | | | | | |
| 43 | FRUIT JUICE | FRUIT JUICE, 100% ORANGE JUICE OR FROM CONCENTRATE | QT RD PLASTIC | 250,000 | | | | | |
| 44 | FRUIT JUICE | FRUIT JUICE, 100% PINEAPPLE JUICE OR FROM CONCENTRATE | 1/2 PT ECO | 10,000 | | | | | |
| 45 | FRUIT JUICE | FRUIT JUICE, 100% PINEAPPLE JUICE OR FROM CONCENTRATE | 4 OZ ECO | 5,000 | | | | | |
| 46 | FRUIT JUICE | FRUIT JUICE, 100% PINEAPPLE JUICE OR FROM CONCENTRATE | 4 OZ FOIL POUCH | 5,000 | | | | | |
| 47 | FRUIT JUICE | FRUIT JUICE, 100% PUNCH JUICE OR FROM CONCENTRATE | 4 OZ ECO | 50,000 | | | | | |

***Proposer***: _____ ***Product Category***: **DAIRY PRODUCTS- *ENTIRE DISTRICT***

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| ITEM NO. | ITEM | SPECIFICATION | PACK SIZE | EST. ANNUAL USAGE | COUNTRY OF ORIGIN | MFR. NAME | MFR. PRODUCT CODE | UNIT PRICE | COMMENTS |
|---|---|---|---|---|---|---|---|---|---|
| 48 | FRUIT JUICE | FRUIT JUICE, 100% PUNCH JUICE OR FROM CONCENTRATE | 1/2 PT ECO | 20,000 | | | | | |
| 49 | FRUIT JUICE | FRUIT JUICE, 100% WILDBERRY JUICE OR FROM CONCENTRATE | 1/2 PT ECO | 162,000 | | | | | |
| 50 | FRUIT JUICE | FRUIT JUICE, 100% WILDBERRY JUICE OR FROM CONCENTRATE | 4 OZ ECO | 6,020,000 | | | | | |
| 51 | FRUIT JUICE | FRUIT JUICE, 100% WILDBERRY JUICE OR FROM CONCENTRATE | JUICE 4 OZ FOIL POUCH | 4,500,000 | | | | | |
| 52 | HALF & HALF | HALF & HALF | PT PP DW | 4,000 | | | | | |
| 53 | HALF & HALF | HALF & HALF | QT PLASTIC ROUND | 7,400 | | | | | |
| 54 | MILK | MILK, CHOCOLATE NONFAT -for faculty sales only: PASTEURIZED; VITAMIN A AND VITAMIN D FORTIFIED. | 1/2 PT ECO | 2,000 | | | | | |
| 55 | MILK | MILK, SOY, ORIGINAL: MUST MEET NUTRITIONAL REQUIREMENTS OF COW'S MILK. | 8 OZ ECO | 90,000 | | | | | |

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|---|---|---|---|---|---|---|---|---|---|
| 56 | MILK | MILK, WHITE, 1% LOWFAT, SKIM MILK, MILK, CONDENSED SKIM MILK; VITAMIN A AND VITAMIN D FORTIFIED | 1/2 GAL PLASTIC | | | | | | |
| 57 | MILK | MILK, WHITE, 1% LOWFAT: PASTEURIZED; VITAMIN A AND VITAMIN D FORTIFIED. | 1/2 PT ECO | 100,000 | | | | | |
| 58 | MILK | MILK, WHITE, 1% LOWFAT LAUSD: PASTEURIZED; VITAMIN A AND VITAMIN D FORTIFIED. | 1/2 PT ECO | 84,300,000 | | | | | |
| 59 | MILK | MILK, WHITE, 1% LOWFAT: PASTEURIZED; VITAMIN A AND VITAMIN D FORTIFIED. | 12 OZ PLASTIC | 300 | | | | | |
| 60 | MILK | MILK, WHITE, 1% LOWFAT: PASTEURIZED; VITAMIN A AND VITAMIN D FORTIFIED. | GAL PLASTIC | 270 | | | | | |
| 61 | MILK | MILK, WHITE, 1% LOWFAT : PASTEURIZED; VITAMIN A AND VITAMIN D FORTIFIED. | POUCH 1/2 PT | | | | | | |
| 62 | MILK | MILK, WHITE, 1% LOWFAT: PASTEURIZED; VITAMIN A AND VITAMIN D FORTIFIED. | QT PLASTIC ROUND | 0 | | | | | |
| 63 | MILK | MILK, WHITE, 1% LOWFAT | QT PP | 910,000 | | | | | |

***Proposer***: _____ ***Product Category***: **DAIRY PRODUCTS- *ENTIRE DISTRICT***

**Notes:**

1. For all items, other portion sizes, loaf sizes and pack sizes will be considered.
2. Estimated Annual Usage: Actual usage may vary considerably from the figures noted below.

| ITEM NO. | ITEM | SPECIFICATION | PACK SIZE | EST. ANNUAL USAGE | COUNTRY OF ORIGIN | MFR. NAME | MFR. PRODUCT CODE | UNIT PRICE | COMMENTS |
|---|---|---|---|---|---|---|---|---|---|
| 64 | MILK | MILK, WHITE, 1% LOWFAT | UHT 27/8 OZ CS | 1,500 | | | | | |
| 65 | MILK | MILK, WHITE, 2% RED FAT: PASTEURIZED; VITAMIN A AND VITAMIN D FORTIFIED. | 1/2 GAL PLASTIC | 300 | | | | | |
| 66 | MILK | MILK, WHITE, 2% RED FAT: PASTEURIZED; VITAMIN A AND VITAMIN D FORTIFIED. | 1/2 PT ECO LOOSE | 39,000 | | | | | |
| 67 | MILK | MILK, WHITE, 2% RED FAT: PASTEURIZED; VITAMIN A AND VITAMIN D FORTIFIED. | 4 OZ ECO | 300 | | | | | |
| 68 | MILK | MILK, WHITE, 2% RED FAT: PASTEURIZED; VITAMIN A AND VITAMIN D FORTIFIED. | GAL PLASTIC | 300 | | | | | |
| 69 | MILK | MILK, WHITE, 2% RED FAT: PASTEURIZED; VITAMIN A AND VITAMIN D FORTIFIED. | QT PLASTIC ROUND | 900 | | | | | |
| 70 | MILK | MILK, WHITE, HOMO: PASTEURIZED; VITAMIN A AND VITAMIN D FORTIFIED. | 1/2 GAL PLASTIC | | | | | | |
| 71 | MILK | MILK, WHITE, HOMO: PASTEURIZED; VITAMIN A AND VITAMIN D FORTIFIED. | 1/2 PT ECO | 36,000 | | | | | |

***Proposer***: _____ ***Product Category***: **DAIRY PRODUCTS- *ENTIRE DISTRICT***

**Notes:**

1. For all items, other portion sizes, loaf sizes and pack sizes will be considered.
2. Estimated Annual Usage: Actual usage may vary considerably from the figures noted below.

| ITEM NO. | ITEM | SPECIFICATION | PACK SIZE | EST. ANNUAL USAGE | COUNTRY OF ORIGIN | MFR. NAME | MFR. PRODUCT CODE | UNIT PRICE | COMMENTS |
|---|---|---|---|---|---|---|---|---|---|
| 72 | MILK | MILK, WHITE, HOMO: PASTEURIZED; VITAMIN A AND VITAMIN D FORTIFIED. | 12 OZ PLASTIC | 0 | | | | | |
| 73 | MILK | MILK, WHITE, HOMO : PASTEURIZED; VITAMIN A AND VITAMIN D FORTIFIED. | 4 OZ ECO | 0 | | | | | |
| 74 | MILK | MILK, WHITE, HOMO: PASTEURIZED; VITAMIN A AND VITAMIN D FORTIFIED. | GAL PLASTIC | 0 | | | | | |
| 75 | MILK | MILK, WHITE, HOMO: PASTEURIZED; VITAMIN A AND VITAMIN D FORTIFIED. | QT PLASTIC ROUND | 3,400 | | | | | |
| 76 | MILK | MILK, WHITE, NONFAT: PASTEURIZED; VITAMIN A AND VITAMIN D FORTIFIED. | 1/2 GAL PLASTIC | 500 | | | | | |
| 77 | MILK | MILK, WHITE, NONFAT: PASTEURIZED; VITAMIN A AND VITAMIN D FORTIFIED. | 1/2 PT ECO | 20,500,000 | | | | | |
| 78 | MILK | MILK, WHITE, NONFAT: PASTEURIZED; VITAMIN A AND VITAMIN D FORTIFIED. | 4 OZ ECO | 75 | | | | | |
| 79 | MILK | MILK, WHITE, NONFAT: PASTEURIZED; VITAMIN A AND VITAMIN D FORTIFIED. | GAL PLASTIC | 300 | | | | | |

***Proposer***: _____ ***Product Category***: **DAIRY PRODUCTS- *ENTIRE DISTRICT***

**Notes:**

1. For all items, other portion sizes, loaf sizes and pack sizes will be considered.
2. Estimated Annual Usage: Actual usage may vary considerably from the figures noted below.

| ITEM NO. | ITEM | SPECIFICATION | PACK SIZE | EST. ANNUAL USAGE | COUNTRY OF ORIGIN | MFR. NAME | MFR. PRODUCT CODE | UNIT PRICE | COMMENTS |
|---|---|---|---|---|---|---|---|---|---|
| 80 | MILK | MILK, WHITE, NONFAT LACTOSE FREE: PASTEURIZED; CALCIUM, VITAMIN A AND VITAMIN D FORTIFIED, ULTRA PASTEURIZED | 1/2 PT PP | 1,225,000 | | | | | |
| 81 | MILK | MILK, WHITE, NONFAT LACTOSE FREE: PASTEURIZED; CALCIUM, VITAMIN A AND VITAMIN D FORTIFIED, ULTRA PASTEURIZED | QT BX/12 | 300 | | | | | |
| 82 | MILK | MILK, WHITE, NONFAT: PASTEURIZED; VITAMIN A AND VITAMIN D FORTIFIED | QT PLASTIC ROUND | 34,000 | | | | | |
| 83 | SOUR CREAM | SOUR CREAM | 5 LB | 240 | | | | | |
| 84 | SOUR CREAM | SOUR CREAM | PT | 4,800 | | | | | |
| 85 | YOGURT | YOGURT, CHERRY, LOWFAT. FACULTY ONLY. | 48/4 OZ | 200 | | | | | |
| 86 | YOGURT | YOGURT, GREEK, VANILLA, NONFAT. SUGAR CONTENT SHALL BE NO MORE THAN 4 GRAMS/OZ. | 24/4 OZ | 18,000 | | | | | |
| 87 | YOGURT | YOGURT, Various Flavor, LOWFAT. FACULTY ONLY. | 1/2 PT | 3,400 | | | | | |

***Proposer***: _____ ***Product Category***: **DAIRY PRODUCTS- *ENTIRE DISTRICT***

**Notes:**

1. For all items, other portion sizes, loaf sizes and pack sizes will be considered.
2. Estimated Annual Usage: Actual usage may vary considerably from the figures noted below.

| ITEM NO. | ITEM | SPECIFICATION | PACK SIZE | EST. ANNUAL USAGE | COUNTRY OF ORIGIN | MFR. NAME | MFR. PRODUCT CODE | UNIT PRICE | COMMENTS |
|---|---|---|---|---|---|---|---|---|---|
| 88 | YOGURT | YOGURT, STRAWBERRY, LOWFAT. SUGAR CONTENT SHALL BE NO MORE THAN 4 GRAMS/OZ. | 32 LB | 200 | | | | | |
| 89 | YOGURT | YOGURT, STRAWBERRY, LOWFAT. SUGAR CONTENT SHALL BE NO MORE THAN 4 GRAMS/OZ. | 48/4 OZ | 400 | | | | | |
| 90 | YOGURT | YOGURT, STRAWBERRY/BANANA, LOWFAT. FACULTY ONLY. | 48/4 OZ | 1,200 | | | | | |
| 91 | YOGURT | YOGURT, VANILLA, LOWFAT, LOW SUGAR. SUGAR CONTENT SHALL BE NO MORE THAN 4 GRAMS/OZ. | 12/8 OZ | 150,000 | | | | | |
| 92 | YOGURT | YOGURT, VANILLA, LOWFAT. SUGAR CONTENT SHALL BE NO MORE THAN 4 GRAMS/OZ. | 48/4 OZ | 120,000 | | | | | |
| 93 | YOGURT | YOGURT, VANILLA, LOWFAT. SUGAR CONTENT SHALL BE NO MORE THAN 4 GRAMS/OZ. | 32 LB | 200 | | | | | |
| 94 | YOGURT | YOGURT, VANILLA, LOWFAT. SUGAR CONTENT SHALL BE NO MORE THAN 4 GRAMS/OZ. | 6/64 OZ POUCHES | 250,000 | | | | | |

***Proposer***: _____ ***Product Category***: **DAIRY PRODUCTS- *ENTIRE DISTRICT***

**Notes:**

1. For all items, other portion sizes, loaf sizes and pack sizes will be considered.
2. Estimated Annual Usage: Actual usage may vary considerably from the figures noted below.

| ITEM NO. | ITEM | SPECIFICATION | PACK SIZE | EST. ANNUAL USAGE | COUNTRY OF ORIGIN | MFR. NAME | MFR. PRODUCT CODE | UNIT PRICE | COMMENTS |
|---|---|---|---|---|---|---|---|---|---|
| 95 | YOGURT | YOGURT IN TUBE, STRAWBERRY. LOW FAT. SUGAR CONTENT SHALL BE NO MORE THAN 4 GRAMS/OZ. | 64/2.25 OZ. TUBES | 250,000 | | | | | |
| 96 | YOGURT | YOGURT IN TUBE, VANILLA. LOW FAT. SUGAR CONTENT SHALL BE NO MORE THAN 4 GRAMS/OZ. | 64/2.25 OZ. TUBES | 250,000 | | | | | |
| ***ADDITIONAL PRODUCTS OFFERED*** | | | | | | | | | |
| 100 | | | | | | | | | |
| 101 | | | | | | | | | |
| 102 | | | | | | | | | |
| 103 | | | | | | | | | |
| 104 | | | | | | | | | |
| 105 | | | | | | | | | |
| 106 | | | | | | | | | |
| 107 | | | | | | | | | |
| 108 | | | | | | | | | |
| 109 | | | | | | | | | |
| 110 | | | | | | | | | |

***Proposer***: _____ ***Product Category***: **DAIRY PRODUCTS- *BY GEOGRAPHICAL AREA***

**Proposer to select at least one option if submitting a proposal for other than the "Entire District" option.**

- ☐ Local District Central
- ☐ Local District Northwest
- ☐ Local District East
- ☐ Local District South
- ☐ Local District Northeast
- ☐ Local District West

**Notes:**

1. For all items, other portion sizes, loaf sizes and pack sizes will be considered.
2. Estimated Annual Usage: Actual usage may vary considerably from the figures noted below.

| ITEM NO. | ITEM | SPECIFICATION | PACK SIZE | EST. ANNUAL USAGE | COUNTRY OF ORIGIN | MFR. NAME | MFR. PRODUCT CODE | UNIT PRICE | COMMENTS |
|---|---|---|---|---|---|---|---|---|---|
| 1 | BUTTER | BUTTER, SOLID, CHIP (FOIL) | 17 LB | 20 | | | | | |
| 2 | BUTTER | BUTTER, SOLID, CS/5 | 1 LB | 300 | | | | | |
| 3 | BUTTERMILK | BUTTERMILK; PREMIUM LOWFAT CULTURED BUTTERMILK | 1/2 GAL PP | 20 | | | | | |
| 4 | BUTTERMILK | BUTTERMILK; PREMIUM LOWFAT CULTURED BUTTERMILK | 1/2 PT | 20 | | | | | |
| 5 | CHEESE | CHEESE, AMERICAN PROCESS | 1 OZ SLICE | 20 | | | | | |
| 6 | CHEESE | CHEESE,CHEDDAR IW | 1 OZ | 2,500 | | | | | |
| 7 | CHEESE | CHEESE, CHEDDAR, REDUCED FAT | 1 OZ SLICE | 2,800 | | | | | |
| 8 | CHEESE | CHEESE, CHEDDAR, 1 OZ | 1 OZ SLICE | 8,400 | | | | | |
| 9 | CHEESE | CHEESE, CHEDDAR, REDUCED FAT | 0.5 OZ SLICE | 2,800 | | | | | |
| 10 | CHEESE | CHEESE, CHEDDAR, REDUCED FAT | 1 OZ SLICE | 300 | | | | | |

***Proposer***: _____ ***Product Category***: **DAIRY PRODUCTS- *BY GEOGRAPHICAL AREA***

**Proposer to select at least one option if submitting a proposal for other than the "Entire District" option.**

- ☐ Local District Central
- ☐ Local District Northwest
- ☐ Local District East
- ☐ Local District South
- ☐ Local District Northeast
- ☐ Local District West

**Notes:**

1. For all items, other portion sizes, loaf sizes and pack sizes will be considered.
2. Estimated Annual Usage: Actual usage may vary considerably from the figures noted below.

| ITEM NO. | ITEM | SPECIFICATION | PACK SIZE | EST. ANNUAL USAGE | COUNTRY OF ORIGIN | MFR. NAME | MFR. PRODUCT CODE | UNIT PRICE | COMMENTS |
|---|---|---|---|---|---|---|---|---|---|
| 11 | CHEESE | CHEESE, CHEDDAR, SHREDDED,REDUCED SODIUM/RED FAT | 5 LB | 700 | | | | | |
| 12 | CHEESE | CHEESE, FETA | 5 LB | 7,900 | | | | | |
| 13 | CHEESE | CHEESE, MOZZARELLA, SHREDDED. MILD, BALANCED DAIRY FLAVOR AND NO OFF OR RANCID ODOR. | 5 LB | 2,800 | | | | | |
| 14 | CHEESE | CHEESE, MOZZARELLA, STRING CHEESE, IW: FIRM, SMOOTH, WITH A MILD, BALANCED DAIRY FLAVOR AND NO OFF OR RANCID ODOR. | 1 OZ | 2,800 | | | | | |
| 15 | CHEESE | CHEESE,PARMESAN BLEND, GRATED | 1 LB | 75 | | | | | |
| 16 | CHEESE | CHEESE, PEPPER JACK: JALAPENO SPICED MONTEREY JACK CHEESE | 1 OZ SLICE | 20 | | | | | |
| 17 | CHEESE | CHEESE, PROVOLONE: MILD, BALANCED DAIRY FLAVOR AND NO OFF OR RANCID ODOR. | 1 OZ SLICE | 1,400 | | | | | |
| 18 | CHEESE | COTTAGE CHEESE, LOWFAT | 1/2 PT | 20 | | | | | |
| 19 | CHEESE | COTTAGE CHEESE, LOWFAT | 5 LB | 20 | | | | | |

***Proposer***: _____ ***Product Category***: **DAIRY PRODUCTS- *BY GEOGRAPHICAL AREA***

**Proposer to select at least one option if submitting a proposal for other than the "Entire District" option.**

- ☐ Local District Central
- ☐ Local District East
- ☐ Local District Northeast
- ☐ Local District Northwest
- ☐ Local District South
- ☐ Local District West

**Notes:**

1. For all items, other portion sizes, loaf sizes and pack sizes will be considered.
2. Estimated Annual Usage: Actual usage may vary considerably from the figures noted below.

| ITEM NO. | ITEM | SPECIFICATION | PACK SIZE | EST. ANNUAL USAGE | COUNTRY OF ORIGIN | MFR. NAME | MFR. PRODUCT CODE | UNIT PRICE | COMMENTS |
|---|---|---|---|---|---|---|---|---|---|
| 20 | CHEESE | COTTAGE CHEESE, LOWFAT | PT | 20 | | | | | |
| 21 | CHEESE | COTTAGE CHEESE | PT | 20 | | | | | |
| 22 | CREAM CHEESE | CREAM CHEESE | 100/1 OZ CUPS | 20 | | | | | |
| 23 | CREAM CHEESE | CREAM CHEESE | 3 LB | 20 | | | | | |
| 24 | CREAMER | HALF & HALF | 400,3/8 OZ | 125 | | | | | |
| 25 | EGGS | EGGS, DRY PACK HARD BOILED: 1 SERVING IS EQUIVALENT TO ONE (1) M/MA | 12/12 DZ | 50 | | | | | |
| 26 | EGGS | EGGS, HARD COOKED CRUMBLE: 1 SERVING IS EQUIVALENT TO ONE (1) M/MA | 4/5 LB CASE | 900 | | | | | |
| 27 | EGGS | EGGS, LARGE | DZ | 350 | | | | | |
| 28 | EGGS | EGGS, LIQUID WHOLE FROZEN: PASTEURIZED LIQUID WHOLE EGG PRODUCT FROZEN FOR LONGER SHELF LIFE OF ONE (1) YEAR FROM PROCESSING DATE. FRESH, CLEAN APPEALING EGG TASTE AND SMELL. | 6/5 LB | 10,000 | | | | | |

***Proposer***: _____ ***Product Category***: **DAIRY PRODUCTS- *BY GEOGRAPHICAL AREA***

**Proposer to select at least one option if submitting a proposal for other than the "Entire District" option.**

- ☐ Local District Central
- ☐ Local District Northwest
- ☐ Local District East
- ☐ Local District South
- ☐ Local District Northeast
- ☐ Local District West

**Notes:**

1. For all items, other portion sizes, loaf sizes and pack sizes will be considered.
2. Estimated Annual Usage: Actual usage may vary considerably from the figures noted below.

| ITEM NO. | ITEM | SPECIFICATION | PACK SIZE | EST. ANNUAL USAGE | COUNTRY OF ORIGIN | MFR. NAME | MFR. PRODUCT CODE | UNIT PRICE | COMMENTS |
|---|---|---|---|---|---|---|---|---|---|
| 29 | FRUIT JUICE | FRUIT JUICE, 100% APPLE JUICE OR FROM CONCENTRATE | 1/2 PT ECO | 3,800 | | | | | |
| 30 | FRUIT JUICE | FRUIT JUICE, 100% APPLE JUICE OR FROM CONCENTRATE | 4 OZ ECO | 167,000 | | | | | |
| 31 | FRUIT JUICE | FRUIT JUICE, 100% APPLE JUICE OR FROM CONCENTRATE | 4 OZ FOIL POUCH | 134,000 | | | | | |
| 32 | FRUIT JUICE | FRUIT JUICE, 100% GRAPE JUICE OR FROM CONCENTRATE | 1/2 PT ECO | 1,400 | | | | | |
| 33 | FRUIT JUICE | FRUIT JUICE, 100% GRAPE JUICE OR FROM CONCENTRATE | 4 OZ ECO | 10 | | | | | |
| 34 | FRUIT JUICE | FRUIT JUICE, 100% GRAPE JUICE OR FROM CONCENTRATE | 4 OZ FOIL POUCH | 2,800 | | | | | |
| 35 | FRUIT JUICE | FRUIT JUICE, 100% ORANGE JUICE OR FROM CONCENTRATE | 1/2 GAL PLASTIC | 60 | | | | | |
| 36 | FRUIT JUICE | FRUIT JUICE, 100% ORANGE JUICE OR FROM CONCENTRATE | 1/2 PT ECO | 1,500 | | | | | |

***Proposer***: _____ ***Product Category***: **DAIRY PRODUCTS- *BY GEOGRAPHICAL AREA***

**Proposer to select at least one option if submitting a proposal for other than the "Entire District" option.**

- ☐ Local District Central
- ☐ Local District Northwest
- ☐ Local District East
- ☐ Local District South
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- ☐ Local District West

**Notes:**

1. For all items, other portion sizes, loaf sizes and pack sizes will be considered.
2. Estimated Annual Usage: Actual usage may vary considerably from the figures noted below.

| ITEM NO. | ITEM | SPECIFICATION | PACK SIZE | EST. ANNUAL USAGE | COUNTRY OF ORIGIN | MFR. NAME | MFR. PRODUCT CODE | UNIT PRICE | COMMENTS |
|---|---|---|---|---|---|---|---|---|---|
| 37 | FRUIT JUICE | FRUIT JUICE, 100% ORANGE JUICE OR FROM CONCENTRATE | 12 OZ PLASTIC | 600 | | | | | |
| 38 | FRUIT JUICE | FRUIT JUICE, 100% ORANGE JUICE OR FROM CONCENTRATE | 4 OZ ECO DW | 114,000 | | | | | |
| 39 | FRUIT JUICE | FRUIT JUICE, 100% ORANGE JUICE OR FROM CONCENTRATE | 4 OZ FOIL POUCH | 87,500 | | | | | |
| 40 | FRUIT JUICE | FRUIT JUICE, 100% ORANGE JUICE OR FROM CONCENTRATE | 6 OZ ECO | 14,000 | | | | | |
| 41 | FRUIT JUICE | FRUIT JUICE, 100% ORANGE JUICE OR FROM CONCENTRATE | GAL PLASTIC | 14,000 | | | | | |
| 42 | FRUIT JUICE | FRUIT JUICE, 100% ORANGE JUICE OR FROM CONCENTRATE | PT PLASTIC | 7,000 | | | | | |
| 43 | FRUIT JUICE | FRUIT JUICE, 100% ORANGE JUICE OR FROM CONCENTRATE | QT RD PLASTIC | 7,000 | | | | | |

***Proposer***: _____ ***Product Category***: **DAIRY PRODUCTS- *BY GEOGRAPHICAL AREA***

**Proposer to select at least one option if submitting a proposal for other than the "Entire District" option.**

- ☐ Local District Central
- ☐ Local District Northwest
- ☐ Local District East
- ☐ Local District South
- ☐ Local District Northeast
- ☐ Local District West

**Notes:**

1. For all items, other portion sizes, loaf sizes and pack sizes will be considered.
2. Estimated Annual Usage: Actual usage may vary considerably from the figures noted below.

| ITEM NO. | ITEM | SPECIFICATION | PACK SIZE | EST. ANNUAL USAGE | COUNTRY OF ORIGIN | MFR. NAME | MFR. PRODUCT CODE | UNIT PRICE | COMMENTS |
|---|---|---|---|---|---|---|---|---|---|
| 44 | FRUIT JUICE | FRUIT JUICE, 100% PINEAPPLE JUICE OR FROM CONCENTRATE | 1/2 PT ECO | 300 | | | | | |
| 45 | FRUIT JUICE | FRUIT JUICE, 100% PINEAPPLE JUICE OR FROM CONCENTRATE | 4 OZ ECO | 150 | | | | | |
| 46 | FRUIT JUICE | FRUIT JUICE, 100% PINEAPPLE JUICE OR FROM CONCENTRATE | 4 OZ FOIL POUCH | 150 | | | | | |
| 47 | FRUIT JUICE | FRUIT JUICE, 100% PUNCH JUICE OR FROM CONCENTRATE | 4 OZ ECO | 1,400 | | | | | |
| 48 | FRUIT JUICE | FRUIT JUICE, 100% PUNCH JUICE OR FROM CONCENTRATE | 1/2 PT ECO | 575 | | | | | |
| 49 | FRUIT JUICE | FRUIT JUICE, 100% WILDBERRY JUICE OR FROM CONCENTRATE | 1/2 PT ECO | 4,500 | | | | | |
| 50 | FRUIT JUICE | FRUIT JUICE, 100% WILDBERRY JUICE OR FROM CONCENTRATE | 4 OZ ECO | 167,500 | | | | | |
| 51 | FRUIT JUICE | FRUIT JUICE, 100% WILDBERRY JUICE OR FROM CONCENTRATE | JUICE 4 OZ FOIL POUCH | 125,000 | | | | | |

***Proposer***: _____ ***Product Category***: **DAIRY PRODUCTS- *BY GEOGRAPHICAL AREA***

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- ☐ Local District Central
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- ☐ Local District West

**Notes:**

1. For all items, other portion sizes, loaf sizes and pack sizes will be considered.
2. Estimated Annual Usage: Actual usage may vary considerably from the figures noted below.

| ITEM NO. | ITEM | SPECIFICATION | PACK SIZE | EST. ANNUAL USAGE | COUNTRY OF ORIGIN | MFR. NAME | MFR. PRODUCT CODE | UNIT PRICE | COMMENTS |
|---|---|---|---|---|---|---|---|---|---|
| 52 | HALF & HALF | HALF & HALF | PT PP DW | 125 | | | | | |
| 53 | HALF & HALF | HALF & HALF | QT PLASTIC ROUND | 225 | | | | | |
| 54 | MILK | MILK, CHOCOLATE NONFAT -for faculty sales only: PASTEURIZED; VITAMIN A AND VITAMIN D FORTIFIED. | 1/2 PT ECO | 60 | | | | | |
| 55 | MILK | MILK, SOY, ORIGINAL: MUST MEET NUTRITIONAL REQUIREMENTS OF COW'S MILK. | 8 OZ ECO | 2,500 | | | | | |
| 56 | MILK | MILK, WHITE, 1% LOWFAT, SKIM MILK, MILK, CONDENSED SKIM MILK; VITAMIN A AND VITAMIN D FORTIFIED | 1/2 GAL PLASTIC | | | | | | |
| 57 | MILK | MILK, WHITE, 1% LOWFAT: PASTEURIZED; VITAMIN A AND VITAMIN D FORTIFIED. | 1/2 PT ECO | 2,900 | | | | | |
| 58 | MILK | MILK, WHITE, 1% LOWFAT LAUSD: PASTEURIZED; VITAMIN A AND VITAMIN D FORTIFIED. | 1/2 PT ECO | 2,343,000 | | | | | |

***Proposer***: _____ ***Product Category***: **DAIRY PRODUCTS- *BY GEOGRAPHICAL AREA***

**Proposer to select at least one option if submitting a proposal for other than the "Entire District" option.**

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**Notes:**

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2. Estimated Annual Usage: Actual usage may vary considerably from the figures noted below.

| ITEM NO. | ITEM | SPECIFICATION | PACK SIZE | EST. ANNUAL USAGE | COUNTRY OF ORIGIN | MFR. NAME | MFR. PRODUCT CODE | UNIT PRICE | COMMENTS |
|---|---|---|---|---|---|---|---|---|---|
| 59 | MILK | MILK, WHITE, 1% LOWFAT: PASTEURIZED; VITAMIN A AND VITAMIN D FORTIFIED. | 12 OZ PLASTIC | 20 | | | | | |
| 60 | MILK | MILK, WHITE, 1% LOWFAT: PASTEURIZED; VITAMIN A AND VITAMIN D FORTIFIED. | GAL PLASTIC | 20 | | | | | |
| 61 | MILK | MILK, WHITE, 1% LOWFAT : PASTEURIZED; VITAMIN A AND VITAMIN D FORTIFIED. | POUCH 1/2 PT | | | | | | |
| 62 | MILK | MILK, WHITE, 1% LOWFAT: PASTEURIZED; VITAMIN A AND VITAMIN D FORTIFIED. | QT PLASTIC ROUND | | | | | | |
| 63 | MILK | MILK, WHITE, 1% LOWFAT | QT PP | 25,500 | | | | | |
| 64 | MILK | MILK, WHITE, 1% LOWFAT | UHT 27/8 OZ CS | 20 | | | | | |
| 65 | MILK | MILK, WHITE, 2% RED FAT: PASTEURIZED; VITAMIN A AND VITAMIN D FORTIFIED. | 1/2 GAL PLASTIC | 20 | | | | | |

***Proposer***: _____ ***Product Category***: **DAIRY PRODUCTS- *BY GEOGRAPHICAL AREA***

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**Notes:**

1. For all items, other portion sizes, loaf sizes and pack sizes will be considered.
2. Estimated Annual Usage: Actual usage may vary considerably from the figures noted below.

| ITEM NO. | ITEM | SPECIFICATION | PACK SIZE | EST. ANNUAL USAGE | COUNTRY OF ORIGIN | MFR. NAME | MFR. PRODUCT CODE | UNIT PRICE | COMMENTS |
|---|---|---|---|---|---|---|---|---|---|
| 66 | MILK | MILK, WHITE, 2% RED FAT: PASTEURIZED; VITAMIN A AND VITAMIN D FORTIFIED. | 1/2 PT ECO LOOSE | 1,100 | | | | | |
| 67 | MILK | MILK, WHITE, 2% RED FAT: PASTEURIZED; VITAMIN A AND VITAMIN D FORTIFIED. | 4 OZ ECO | 20 | | | | | |
| 68 | MILK | MILK, WHITE, 2% RED FAT: PASTEURIZED; VITAMIN A AND VITAMIN D FORTIFIED. | GAL PLASTIC | 20 | | | | | |
| 69 | MILK | MILK, WHITE, 2% RED FAT: PASTEURIZED; VITAMIN A AND VITAMIN D FORTIFIED. | QT PLASTIC ROUND | 30 | | | | | |
| 70 | MILK | MILK, WHITE, HOMO: PASTEURIZED; VITAMIN A AND VITAMIN D FORTIFIED. | 1/2 GAL PLASTIC | | | | | | |
| 71 | MILK | MILK, WHITE, HOMO: PASTEURIZED; VITAMIN A AND VITAMIN D FORTIFIED. | 1/2 PT ECO | 1,000 | | | | | |
| 72 | MILK | MILK, WHITE, HOMO: PASTEURIZED; VITAMIN A AND VITAMIN D FORTIFIED. | 12 OZ PLASTIC | | | | | | |

***Proposer***: _____ ***Product Category***: **DAIRY PRODUCTS- *BY GEOGRAPHICAL AREA***

**Proposer to select at least one option if submitting a proposal for other than the "Entire District" option.**

- ☐ Local District Central
- ☐ Local District Northwest
- ☐ Local District East
- ☐ Local District South
- ☐ Local District Northeast
- ☐ Local District West

**Notes:**

1. For all items, other portion sizes, loaf sizes and pack sizes will be considered.
2. Estimated Annual Usage: Actual usage may vary considerably from the figures noted below.

| ITEM NO. | ITEM | SPECIFICATION | PACK SIZE | EST. ANNUAL USAGE | COUNTRY OF ORIGIN | MFR. NAME | MFR. PRODUCT CODE | UNIT PRICE | COMMENTS |
|---|---|---|---|---|---|---|---|---|---|
| 73 | MILK | MILK, WHITE, HOMO : PASTEURIZED; VITAMIN A AND VITAMIN D FORTIFIED. | 4 OZ ECO | | | | | | |
| 74 | MILK | MILK, WHITE, HOMO: PASTEURIZED; VITAMIN A AND VITAMIN D FORTIFIED. | GAL PLASTIC | | | | | | |
| 75 | MILK | MILK, WHITE, HOMO: PASTEURIZED; VITAMIN A AND VITAMIN D FORTIFIED. | QT PLASTIC ROUND | 100 | | | | | |
| 76 | MILK | MILK, WHITE, NONFAT: PASTEURIZED; VITAMIN A AND VITAMIN D FORTIFIED. | 1/2 GAL PLASTIC | 20 | | | | | |
| 77 | MILK | MILK, WHITE, NONFAT: PASTEURIZED; VITAMIN A AND VITAMIN D FORTIFIED. | 1/2 PT ECO | 570,000 | | | | | |
| 78 | MILK | MILK, WHITE, NONFAT: PASTEURIZED; VITAMIN A AND VITAMIN D FORTIFIED. | 4 OZ ECO | 20 | | | | | |
| 79 | MILK | MILK, WHITE, NONFAT: PASTEURIZED; VITAMIN A AND VITAMIN D FORTIFIED. | GAL PLASTIC | 20 | | | | | |

***Proposer***: _____ ***Product Category***: **DAIRY PRODUCTS- *BY GEOGRAPHICAL AREA***

**Proposer to select at least one option if submitting a proposal for other than the "Entire District" option.**

- ☐ Local District Central
- ☐ Local District Northwest
- ☐ Local District East
- ☐ Local District South
- ☐ Local District Northeast
- ☐ Local District West

**Notes:**

1. For all items, other portion sizes, loaf sizes and pack sizes will be considered.
2. Estimated Annual Usage: Actual usage may vary considerably from the figures noted below.

| ITEM NO. | ITEM | SPECIFICATION | PACK SIZE | EST. ANNUAL USAGE | COUNTRY OF ORIGIN | MFR. NAME | MFR. PRODUCT CODE | UNIT PRICE | COMMENTS |
|---|---|---|---|---|---|---|---|---|---|
| 80 | MILK | MILK, WHITE, NONFAT LACTOSE FREE: PASTEURIZED; CALCIUM, VITAMIN A AND VITAMIN D FORTIFIED, ULTRA PASTEURIZED | 1/2 PT PP | 34,300 | | | | | |
| 81 | MILK | MILK, WHITE, NONFAT LACTOSE FREE: PASTEURIZED; CALCIUM, VITAMIN A AND VITAMIN D FORTIFIED, ULTRA PASTEURIZED | QT BX/12 | 20 | | | | | |
| 82 | MILK | MILK, WHITE, NONFAT: PASTEURIZED; VITAMIN A AND VITAMIN D FORTIFIED | QT PLASTIC ROUND | 1,000 | | | | | |
| 83 | SOUR CREAM | SOUR CREAM | 5 LB | 20 | | | | | |
| 84 | SOUR CREAM | SOUR CREAM | PT | 125 | | | | | |
| 85 | YOGURT | YOGURT, CHERRY, LOWFAT. FACULTY ONLY. | 48/4 OZ | 20 | | | | | |
| 86 | YOGURT | YOGURT, GREEK, VANILLA, NONFAT. SUGAR CONTENT SHALL BE NO MORE THAN 4 GRAMS/OZ. | 24/4 OZ | 550 | | | | | |

***Proposer***: _____ ***Product Category***: **DAIRY PRODUCTS- *BY GEOGRAPHICAL AREA***

**Proposer to select at least one option if submitting a proposal for other than the "Entire District" option.**

- ☐ Local District Central
- ☐ Local District Northwest
- ☐ Local District East
- ☐ Local District South
- ☐ Local District Northeast
- ☐ Local District West

**Notes:**

1. For all items, other portion sizes, loaf sizes and pack sizes will be considered.
2. Estimated Annual Usage: Actual usage may vary considerably from the figures noted below.

| ITEM NO. | ITEM | SPECIFICATION | PACK SIZE | EST. ANNUAL USAGE | COUNTRY OF ORIGIN | MFR. NAME | MFR. PRODUCT CODE | UNIT PRICE | COMMENTS |
|---|---|---|---|---|---|---|---|---|---|
| 87 | YOGURT | YOGURT, Various Flavor, LOWFAT. FACULTY ONLY. | 1/2 PT | 125 | | | | | |
| 88 | YOGURT | YOGURT, STRAWBERRY, LOWFAT. SUGAR CONTENT SHALL BE NO MORE THAN 4 GRAMS/OZ. | 32 LB | 20 | | | | | |
| 89 | YOGURT | YOGURT, STRAWBERRY, LOWFAT. SUGAR CONTENT SHALL BE NO MORE THAN 4 GRAMS/OZ. | 48/4 OZ | 20 | | | | | |
| 90 | YOGURT | YOGURT, STRAWBERRY/BANANA, LOWFAT. FACULTY ONLY. | 48/4 OZ | 45 | | | | | |
| 91 | YOGURT | YOGURT, VANILLA, LOWFAT, LOW SUGAR. SUGAR CONTENT SHALL BE NO MORE THAN 4 GRAMS/OZ. | 12/8 OZ | 4,200 | | | | | |
| 92 | YOGURT | YOGURT, VANILLA, LOWFAT. SUGAR CONTENT SHALL BE NO MORE THAN 4 GRAMS/OZ. | 48/4 OZ | 3,400 | | | | | |
| 93 | YOGURT | YOGURT, VANILLA, LOWFAT. SUGAR CONTENT SHALL BE NO MORE THAN 4 GRAMS/OZ. | 32 LB | 20 | | | | | |

***Proposer***: _____ ***Product Category***: **DAIRY PRODUCTS- *BY GEOGRAPHICAL AREA***

**Proposer to select at least one option if submitting a proposal for other than the "Entire District" option.**

- ☐ Local District Central
- ☐ Local District Northwest
- ☐ Local District East
- ☐ Local District South
- ☐ Local District Northeast
- ☐ Local District West

**Notes:**

1. For all items, other portion sizes, loaf sizes and pack sizes will be considered.
2. Estimated Annual Usage: Actual usage may vary considerably from the figures noted below.

| ITEM NO. | ITEM | SPECIFICATION | PACK SIZE | EST. ANNUAL USAGE | COUNTRY OF ORIGIN | MFR. NAME | MFR. PRODUCT CODE | UNIT PRICE | COMMENTS |
|---|---|---|---|---|---|---|---|---|---|
| 94 | YOGURT | YOGURT, VANILLA, LOWFAT. SUGAR CONTENT SHALL BE NO MORE THAN 4 GRAMS/OZ. | 6/64 OZ POUCHES | 7,000 | | | | | |
| 95 | YOGURT | YOGURT IN TUBE, STRAWBERRY. LOW FAT. SUGAR CONTENT SHALL BE NO MORE THAN 4 GRAMS/OZ. | 64/2.25 OZ. TUBES | 7,000 | | | | | |
| 96 | YOGURT | YOGURT IN TUBE, VANILLA. LOW FAT. SUGAR CONTENT SHALL BE NO MORE THAN 4 GRAMS/OZ. | 64/2.25 OZ. TUBES | 7,000 | | | | | |
| ***ADDITIONAL PRODUCTS OFFERED*** | | | | | | | | | |
| 100 | | | | | | | | | |
| 101 | | | | | | | | | |
| 102 | | | | | | | | | |
| 103 | | | | | | | | | |
| 104 | | | | | | | | | |
| 105 | | | | | | | | | |
| 106 | | | | | | | | | |

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## FOOD AND RELATED SUPPLIES SECURITY PROGRAM CERTIFICATION

**District Policy**

It is the policy of the Los Angeles Unified School District (LAUSD) that all food and beverage products adhere to the health and safety guidelines of local, State, and federal agencies, and that appropriate precautionary measures are taken to ensure the purity and integrity of the food product throughout the supply chain.

Prior to delivery, vendors will be required, through contract terms, to take measures to safeguard the purity and integrity of their products during production and transportation, prior to reaching its final destination at LAUSD sites. After delivery to the LAUSD site, the District will take actions to ensure the security, safe transportation, delivery, handling, and distribution of foodstuffs within the LAUSD system.

On behalf of the above-referenced proposing firm, the undersigned, hereby:

1. Certifies, under penalty for perjury, that a food and related supplies security program is in place in the proposing firm's facilities covering, without limitation, the manufacturing, handling, storage, transportation, and distribution of the food product that will be covered by any Commercial & Commodity Food Contract that results from this procurement effort, and addressing at least the following areas:

a) Food Security Plan Management (including HACCP, and Good Manufacturing Practices as established by the United States Department of Agriculture),
b) Outside Security,
c) Inside Security,
d) Perishable Security,
e) Storage Security,
f) Shipping and Receiving Security,
g) Water and Ice Supply Security,
h) Mail Handling Security, and
i) Personnel Security including background checks; and

2. Commits to warrant the safety of the food product it supplies the District under any Commercial & Commodity Food Contract that results from the procurement of which the above-identified Request for Information & Qualifications is a part.

Signature: _____ Title: _____

Printed Name: _____ Date: _____

Name of Firm: _____

**Note: A company's bid may be ruled "non-responsive" if unable to certify.**

# Memos and Supporting Materials focused on *Food Insecurity*: New Orleans, *Lousiana*

Key Point of Contact: Melanie McGuire –
**mmcguire1@secondharvest.org**

**Analysis of Whether SSA's Beneficiary Inducement Provisions Apply to Hospital-Based Food Pantries.**
Provide a general overview of the beneficiary inducement prohibitions in the Social Security Act for purposes of assessing whether and how those prohibitions impact health care providers' ability to refer patients to on-site food pantries.

**Food Insecurity Screening in Clinical Settings.**
Provide examples of hospital-affiliated food pantries in the United States and connections to relevant networks.

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ChangeLab Solutions
Law & policy innovation for the common good.

2201 Broadway, Suite 502
Oakland, CA 94612
510.302.3380
changelabsolutions.org

## MEMORANDUM

To: c/o Melanie McGuire, Chief Impact Officer, Second Harvest Food Bank
New Orleans Food Insecurity Team, Nemours Learning Labs

From: Katie Michel, JD, ChangeLab Solutions
CC: Manel Kappagoda, JD, MPH, ChangeLab Solutions
Kate Blackburn, Senior Program & Policy Analyst, Nemours

Subject: Potential legal barriers to hospital-based food pantries.

Date: November 29, 2017

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This memorandum provides a general overview of the beneficiary inducement prohibitions in the Social Security Act for purposes of assessing whether and how those prohibitions impact health care providers' ability to refer patients to on-site food pantries. This information responds to the New Orleans team's question about legal advice they received that a food pantry referral may be an impermissible "inducement" if the value of the benefit exceeds fifteen dollars.

To prepare this memorandum, we researched statutes, implementing regulations, agency guidance documents, caselaw, and articles pertaining to beneficiary inducements. The content in this message is provided for information purposes only and does not constitute legal advice. ChangeLab Solutions does not enter into attorney-client relationships.

## Potential Legal Barriers to Hospital-Based Food Pantries: Beneficiary Inducement Prohibitions in the Social Security Act

This memorandum provides a brief overview of the beneficiary inducement prohibitions in the federal Social Security Act, including (1) the Anti-Kickback Statute (AKS), and (2) the Civil Monetary Penalties law (CMP). We note at the outset that the AKS is unrelated to the New Orleans team's question about a potential fifteen dollar cap on food assistance benefits to patients. Basic information about the statute is included, however, to provide a complete account of the federal beneficiary inducement prohibitions. The description of the CMP law and its exceptions is more detailed because it directly responds to the New Orleans team's question and likely has greater relevance to a discussion of hospital-based food pantries.

## 1) Overview of the Anti-Kickback Statute

Under the AKS, it is a criminal offense to knowingly and willfully offer, pay, solicit, or receive "remuneration (including any kickback, bribe, or rebate)" in order to induce or in return for a referral for items or services reimbursable, in whole or in part, by a federal health care program. (42 U.S.C. § 1320a-7b(b).) In other words, it is a criminal offense to offer or pay anything of value to induce business paid for in

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whole or part by Medicare or Medicaid. Likewise, it is a criminal offense to solicit or receive anything of value as a reward for making such a referral. In this way, the AKS exposes parties on both sides of an impermissible "kickback" transaction to criminal liability. A person convicted of violating the AKS is guilty of a felony and "shall be fined not more than $25,000 or imprisoned for not more than five years, or both." (42 U.S.C. § 1320a-7b(b).)

## 2) Overview of the Civil Monetary Penalties Law

The federal Civil Monetary Penalties law (CMP) includes a prohibition against offering or transferring "remuneration" to a Medicare or state health care program beneficiary that the offeror "knows or should know is likely to influence" the beneficiary to "order or receive from a particular provider . . . any item or service for which payment may be made, in whole or in part" under a federal or a state health care program. (42 U.S.C. § 1320a-7a(a)(5); *see also* 42 C.F.R. § 1003.1000.) For purposes of the CMP law, "remuneration" is defined as "the waiver of coinsurance and deductible amounts (or any part thereof), and transfers of items or services for free or for other than fair market value."[1] (42 U.S.C. § 1320a-7a(i)(6) (emphasis added); *see also* 42 C.F.R. § 1003.110.) A person or organization that violates this prohibition is subject to civil monetary penalties of up to $10,000 for each wrongful act. (42 U.S.C. § 1320a-7a(a).) Additionally, the Secretary of Health and Human Services may initiate an administrative proceeding to exclude the offending party from participation in Medicare and state health care programs, including Medicaid. (42 U.S.C. § 1320a-7a(c).)

Stated more simply, the CMP law prohibits a health care provider or organization from giving a Medicare or Medicaid beneficiary something for free or at a below-market price when the provider or organization knows or should know that the free or reduced-price item is likely to induce the beneficiary to receive reimbursable care or treatment. For example, if a provider gives a patient an iPad that is used for patient reminders and monitoring as one aspect of a treatment program, but the iPad can also be used by the patient for personal purposes, the federal government may view the iPad as an impermissible inducement. (For additional examples, see American Health Lawyers Association. *Beneficiary Inducements in an Evolving Market: Assessing the Risks, Understanding the Benefits and Drawing the Lines*.) Likewise, as described in this American Hospital Association report, "[p]roviding vouchers for a cab ride, scales to monitor weight loss or cuffs to monitor blood pressure" could constitute illegal "remuneration." The purpose of the prohibition against "remuneration" is, among other things, to avoid giving a competitive advantage to providers who are able to provide benefits to patients, and to avoid increasing costs to Medicare and Medicaid programs through inappropriate overutilization of services.

There are a number of statutory exceptions to the general prohibition against providing "remuneration" to a Medicare or Medicaid beneficiary as an inducement to utilize services. Several of these exceptions may be relevant to a discussion of hospital-based food pantries. In particular, the following conduct does not constitute impermissible "remuneration":

> [T]he offer or transfer of items or services for free or less than fair market value by a person if—(i) the items or services are not offered as part of any advertisement or solici-

[1] Note that the meaning of "remuneration" is different for purposes of the CMP law and the AKS. Under the AKS, "remuneration" means "any kickback, bribe, or rebate" paid "in cash or in kind." (42 U.S.C. § 1320a-7b(b).) Under the CMP law, however, remuneration means "the waiver of coinsurance and deductible amounts (or any part thereof), and the transfers of items or services for free or for other than fair market value." (42 U.S.C. § 1320a-7a(i)(6).) Further, the exceptions to the definition of "remuneration" under the CMP law do not apply under the AKS. (U.S. v. Narco Freedom, Inc., 95 F. Supp. 3d 747 (S.D.N.Y. 2015).)

> tation; (ii) the items or services are not tied to the provision of other services reimbursed in whole or in part by [a federal or state health care program]; (iii) there is a reasonable connection between the items or services and the medical care of the individual; and (iv) the person provides the items or services after determining in good faith that the individual is in financial need. (42 U.S.C. § 1320a-7a(i)(6)(H).)

Depending on the specific circumstances, a referral or prescription for free food issued by a health care provider may satisfy this exception, especially if (1) the hospital does not use the food pantry program in advertisements as a way to attract new patients; (2) the food pantry benefits are available only with a prescription from a health care provider and are therefore directly tied to a patient's medical care; and (3) the hospital does financial screening to assess a patient's need for the benefit.

Under a separate statutory exception, "remuneration" is not impermissible if it "promotes access to care and poses a low risk of harm to patients and Federal health care programs." (42 U.S.C. § 1320a-7a(i)(6)(F).) The Department of Health and Human Services has interpreted "promotes access to care" to mean "[i]tems or services that improve a beneficiary's ability to obtain items and services payable by Medicare or Medicaid, and pose a low risk of harm to Medicare and Medicaid beneficiaries and the Medicare and Medicaid programs by—(i) Being unlikely to interfere with, or skew, clinical decision making; (ii) Being unlikely to increase costs to Federal health care programs or beneficiaries through overutilization or inappropriate utilization; and (iii) not raising patient safety or quality-of-care concerns." (42 C.F.R. § 1003.110.) Based on this interpretation and the examples provided in the table below, this exception is likely most relevant to hospitals that provide transportation, lodging, and meals assistance to patients and their families, and likely would not apply to hospital-based food pantries.

In addition to these statutory exceptions, the Office of the Inspector General of the U.S. Department of Health and Human Services (OIG) has taken the position that incentives that are only nominal in value are not prohibited "remuneration" under the CMP law. The OIG has interpreted "nominal value" to mean "a retail value of no more than $15 per item or $75 in the aggregate per patient on an annual basis. . . . If a gift has a value at or below these thresholds, then the gift need not fit into an exception" to the CMP provision. (See Office of Inspector General Policy Statement Regarding Gifts of Nominal Value to Medicare and Medicaid Beneficiaries (December 7, 2016); *see also* 65 Fed. Reg. 24400, 24410-11 (Apr. 26, 2000).)

This guidance from the OIG is likely the basis of the legal advice the New Orleans team received regarding a fifteen dollar cap on food assistance benefits to patients. If a hospital food pantry program satisfies one of the statutory exceptions to the CMP law, however—such as the exception provided in section 1320a-7a(i)(6)(H)—then the "nominal value" rule is irrelevant. In other words, if a hospital food pantry program is exempt from the CMP provisions entirely, then the OIG's "nominal value" guidance does not apply, and a hospital could provide food to patients even if the retail value of the food exceeded $15 per item or $75 in the aggregate per patient annually.

Below is a table summarizing how the CMP law and its exceptions have been interpreted and applied by OIG and the courts. In our research, we did not come across any OIG advisory opinions that specifically address hospital-based food pantries. The following cases and opinions nevertheless provide real world examples that help to illustrate how a food pantry program might be analyzed by regulators.

| OIG Advisory Op. # / Case Name | Type of Benefit | Impermissible Remuneration? | Reasons |
|---|---|---|---|
| U.S. v. Narco Freedom, Inc., 95 F. Supp. 3d 747 (S.D.N.Y. 2015) | Drug treatment program providing below-market price housing to Medicaid recipients | Yes | Benefit did not satisfy exception stated in section 1320a-7a(i)(6)(F) because prospect of nearly-free housing created strong incentive to overuse drug treatment program by individuals who no longer had a substance abuse problem. |
| OIG Advisory Op. No. 09-07 (June 23, 2009) | Dialysis center providing free oral nutritional supplements to Medicare recipients to improve their nutritional status and reduce the risk of hospitalization, infection, and mortality | No | Benefit was not impermissible "remuneration" because the following factors reduced the risk of fraud and abuse: (1) the supplements were only provided to patients who had a medical need determined by a physician; (2) patients viewed the supplements as medicinal in nature; (3) there were safeguards in place to encourage compliance with physician recommendations and to decrease the likelihood that the patient would resell the supplements or give them to family members. Additionally, the supplements were not advertised and were not likely to influence a beneficiary's selection of a particular provider. |
| OIG Advisory Op. No. 11-01 (Jan. 3, 2011) | Nonprofit children's hospital providing free lodging and transportation to financially needy families | No | Benefit satisfied the exception stated in section 1320a-7a(i)(6)(F) for the following reasons: (1) it promoted access to care because, among other things, it "would be offered to the families of inpatients only in the context of recent spinal cord or burn injuries; during |

| | | | |
|---|---|---|---|
| | | | hospital instruction of family members on the patient's particular home care needs; and in situations when the patient's condition requires family accompaniment," and would be offered in the outpatient setting only in limited circumstances; and (2) it posed a low risk of harm to federal health care programs because "[s]ervices would only be provided under the proposed Programs in the context of a financial need determination and when the Hospitals deem they are merited by the patient's medical situation" and would not be advertised or promoted. |
| OIG Advisory Op. No. 11-16 (Nov. 8, 2011) | Nonprofit children's hospital providing housing and meal assistance for out-of-town families in financial need | No | Benefit satisfied the exception stated in section 1320a-7a(i)(6)(F) because hospital was "reimbursed for less than a quarter of the costs it expend[ed]," "focuse[d] on the treatment and cure of catastrophic diseases in children, [which] are not susceptible to overutilization," "patients and their families must travel or temporarily relocate to the [hospital's] metropolitan area," the services were "not advertised or marketed to prospective patients, their families, or referring physicians," and "none of the costs of the items ... [had] their costs shifted—either directly or indirectly—to the Federal health care programs." |

The following resources include additional examples and describe the current policy debates and thinking around beneficiary inducements.

RESOURCES

*Beneficiary Inducements in an Evolving Market: Assessing the Risks, Understanding the Benefits and Drawing the Lines* is a white paper that summarizes the federal beneficiary inducement prohibitions and discusses proposals for changing the law to better reflect "the current structure of the health care delivery system and the implications for health care reform." The white paper includes a number of helpful examples of programs and practices to which the beneficiary inducement prohibitions may apply. American Health Lawyers Association. *Beneficiary Inducements in an Evolving Market: Assessing the Risks, Understanding the Benefits and Drawing the Lines*. 2013. https://www.healthlawyers.org/hlresources/PI/ConvenerSessions/Documents/Beneficiary%20Inducements%20White%20Paper.pdf [NOTE: This paper was published in 2013 and therefore may not fully reflect the current state of the law. For example, since this white paper was published, the OIG issued new guidance increasing the "nominal value" exception from $10 to $15 per item.]

*Legal (Fraud and Abuse) Barriers to Care Transformation and How to Address Them* is a report that identifies "the practical barriers to achieving the goals of a value-based payment system created by current laws and recommending specific legislative changes." The report includes a discussion of the federal Anti-Kickback and Civil Monetary Penalty Laws and ways to overcome the barriers those laws create to care coordination and better health outcomes. American Hospital Association. *Legal (Fraud and Abuse) Barriers to Care Transformation and How to Address Them*. 2017. http://www.aha.org/content/16/barrierstocare-full.pdf

## Conclusion

This memorandum provides an overview of the federal beneficiary inducement prohibitions—namely, the AKS and the CMP Law—to help the New Orleans team assess whether and how those prohibitions impact health care providers' ability to refer patients to on-site food pantries. Additionally, this memorandum provides examples of how courts and the OIG have interpreted and applied the CMP law and includes reports from industry leaders discussing the state of the law and reform efforts.

ChangeLab Solutions
Law & policy innovation for the common good.

2201 Broadway, Suite 502
Oakland, CA 94612
510.302.3380
changelabsolutions.org

## MEMORANDUM

To: c/o Melanie McGuire, Chief Impact Officer, Second Harvest Food Bank
New Orleans Food Insecurity Team, Nemours Learning Labs

From: Katie Michel, JD, ChangeLab Solutions
CC: Manel Kappagoda, JD, MPH, ChangeLab Solutions
Kate Blackburn, Senior Program & Policy Analyst, Nemours

Subject: Examples of hospital-affiliated food pantries in the United States.

Date: November 7, 2017

The following memorandum provides examples of hospital-affiliated food pantries in the United States. This information was compiled by scanning relevant reports from industry leaders and conducting online searches for [“hospital” + “food pantry”] and [“hospital” + “food bank”]. The content in this message is provided for information purposes only and does not constitute legal advice. ChangeLab Solutions does not enter into attorney-client relationships.

# Hospital-Affiliated Food Pantries in the United States

- *Food Insecurity and the Role of Hospitals* “outlines strategic considerations and clinical and non-clinical approaches that hospitals can use to build a healthier community that addresses the physical, behavioral and socio-economic needs of individuals and families and to improve population health.” The guide includes case studies of several hospitals and health systems that are working to address food insecurity by establishing on-site food pantries, including Arkansas Children’s Hospital; Boston Medical Center (Preventive Food Pantry); Eskenazi Health in Indiana (Crooked Creek Food Pantry); and ProMedica in Ohio. Health Research & Educational Trust. *Social Determinants of Health Series: Food Insecurity and the Role of Hospitals*. Chicago, IL; 2017. http://www.hpoe.org/Reports-HPOE/2017/determinants-health-food-insecurity-role-of-hospitals.pdf

- ProMedica, based in Toledo, OH, has produced a *Food Pharmacy Development Guide*, which describes the development of its food pharmacy program and provides “information about daily operation so that partners across the county can develop similar programs.” ProMedica & Come to the Table. *Food Pharmacy Development Guide*. https://drive.google.com/file/d/0BxnrqJeEWPSJdkxxbFVpb2Y4RGM/view

- As one part of its Food to Overcome Outcome Disparities program, the Immigrant Health and Cancer Disparities Service at Memorial Sloan Kettering Cancer Center in New York City “partner[s] with the Food Bank for New York City and other community based organizations to pro-

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vide medically tailored food pantries in hospitals for medically underserved cancer patients." For more information, see Food to Overcome Outcome Disparities. Memorial Sloan Kettering Cancer Center website. https://www.mskcc.org/departments/psychiatry-behavioral-sciences/immigrant-health/addressing-socioeconomic-determinants-health/food-overcome-outcome-disparities.

- The Food Shelf at Hennepin County Medical Center in Minneapolis, MN, "provides services to over twenty five hospital-based clinics and seven community clinics. Staff provide nutrient-rich foods on-site, often coupled with health and diet education, and also help patients connect to more sustained assistance programs such as SNAP (Supplemental Nutrition Assistance Program, formerly known as Food Stamps) and WIC." For more information, see The Food Shelf. Hennepin County Medical Center website. http://www.thefoodshelf.com/.

- Through a pilot program at San Francisco General Hospital, patients will receive "prescriptions" for healthy food that can be filled at a Therapeutic Food Pantry. "The pantry will be staffed by a nutritionist who will provide on-site nutrition education, resources, and referrals to Wellness Center programs at The General. Patients will receive more than 25 pounds of groceries per visit, which will feed a family of four for around five days. Patients can return every two weeks for as many refills as indicated by their provider." For more information, see Prescription for Healthy Food. San Francisco General Hospital Foundation website. https://sfghf.org/funded-initiatives/prescription-healthy-food/; and SFGH Therapeutic Food Pantry. San Francisco Health Network website. http://www.sfhealthnetwork.org/sfghfoodpantry/.

## Conclusion

As the above resources demonstrate, a number of hospitals throughout the country have partnered with food assistance organizations to establish on-site food pantries.

# Memos and Supporting Materials focused on *Food Insecurity*: Blackfeet Reservation, *Montana*

Key Point of Contact: Pharah D. Morgan
**pharah.morgan@rmtlc.org**

**Funding Sources for Tribal Food Access Projects.**
Provide a general overview of funding resources for food access projects organized by the following categories: resources for tribal communities; foundation grants; federal grants and loans; and state grants and loans.

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Oakland, CA 94612
510.302.3380
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**MEMORANDUM**

To: c/o Pharah D. Morgan, Project Director, Good Health and Wellness in Indian Country, and Katie Keith, Rocky Mountain Tribal Leaders Council, Nonie Woolf, Blackfeet Food Insecurity Team, Nemours Learning Labs

From: Manel Kappagoda, JD, MPH and Cesar De La Vega, JD, ChangeLab Solutions
CC: Kate Blackburn, Senior Program & Policy Analyst, Nemours

Subject: Funding for tribal food initiatives

Date: 11/30/2017

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You asked ChangeLab Solutions to research funding sources that could support the Blackfeet team's work on food insecurity and food systems generally. This memorandum provides a general overview of funding resources organized by the following categories: resources for tribal communities; foundation grants; federal grants and loans; and state grants and loans.

In addition, you asked for information on establishing nonprofit organizations. We sent that information to the team in an email dated 10/27/2017. It is included at the end of this memo as well for convenience.

To prepare this memorandum, we used the following key terms and performed searches on Google: "foundation resources tribal food systems"; "foundation resources food systems"; "foundation grants for food systems work"; "Native American food systems foundation support"; and "Montana funding food access." We reviewed the top ten grant makers to Montana, 2014 (https://philanthropynw.org/trends17/montana). We reviewed websites of other large foundations (e.g., Surdna, Kresge, Robert Wood Johnson, Kellogg, and Jessie Smith Noyes). Finally, we reviewed the websites of the Montana Department of Agriculture and the Montana Department of Public Health.

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## Funding Sources for Food System Projects

### 1. Specific Resources for Tribal Communities

| Source[1] | Notes |
|---|---|
| First Nations Development Institute | First Nations' grant making program provides financial and technical resources to tribes and Native nonprofit organizations to support asset-based development efforts, such as building "sustainable food systems that improve health, strengthen food security and increase the control over Native agriculture and food systems."<br><br>Since 2002, First Nations ("FNDI") has awarded over $7.4 million in grants to "Native organizations dedicated to increasing food access and improving the health and nutrition of Native children and families."<br><br>By signing up for FNDI's *Announcements*, organizations can be notified about FNDI's grant opportunities as they become available. |
| Seeds of Native Health | Seeds of Native Health ("SONH") is a national campaign to improve Native American nutrition.<br><br>Grant making is a key part of SONH's work to "support food research, education, and access and build on localized efforts to solve the issues of Native American nutrition."<br><br>SONH has administered $2.5 million in grants through a partnership with FNDI and the Notah Begay III Foundation.<br><br>There are no grant opportunities currently listed on SONH's website; however, we recommend contacting this organization to let them know about your work. |
| The Fertile Ground Grant Program | The Fertile Ground Grant Program "funds tribes, Native advocates, Native youth, and Native-led organizations to create sustainable community health improvements through nutrition and food sovereignty efforts."<br><br>This is a joint project of Shakopee Mdewakanton Sioux Community ("SMSC"), the Voices for Healthy Kids ("AHA") and the American Indian Cancer Foundation. These will be grants of up to $35,000.<br><br>The application deadline is December 19, 2017 at 6:00pm CST. |

[1] The links in the "Source" column will open the most relevant webpage on the referenced site.

| | |
|---|---|
| Shakopee Mdewakanton Sioux Community | The SMSC has donated over $325 million to causes, organizations, and tribes across the country.<br><br>Seeds of Native Health was launched by SMSC and the American Heart Association.<br><br>Requests for donations must be submitted in writing or via SMSC's online request form, and they are reviewed on a monthly basis (preference is given to requests from tribes in Minnesota and the Northern Great Plains). |

**2. Foundation Resources**

| | |
|---|---|
| Kresge Foundation | The Kresge Foundation's Health focus areas include *Developing Healthy Places*.<br><br>Under this focus area, Kresge supports "Healthy Food Systems that benefit low-income communities."<br><br>In 2016, Kresge awarded planning grants of up to $75,000 each as part of the "Fresh, Local & Equitable: Food as a Creative Platform for Neighborhood Revitalization" initiative.<br><br>It's worth noting that although no current grant opportunities for this type of work exist, according to Kresge, "The Health Program is currently reviewing [their] strategic focus areas and new opportunities for funding will be announced this winter." |
| Jessie Smith Noyes Foundation ("JSNF") | JSNF supports "democratic and inclusive grassroots organizations and movements of affected communities that: work statewide or within a state, or on tribal lands; engage in community organizing and advocacy; and connect local concerns with broader, systemic issues."<br><br>JSNF's funding priorities include "Sustainable Agriculture and Food Systems."<br><br>The foundation will not be accepting unsolicited letters of inquiry ("LOIs") until 2018. |
| Surdna Foundation | The Surdna Foundation's "Sustainable Environments" program funds *Regional Food Supply* efforts "to restore regional aggregation and distribution of food that will strengthen urban and rural connections and provide environmental, economic, and community benefits."<br><br>Among the efforts they look to fund, Surdna hopes to support (1) initiatives that "build capacity and collaboration among planners, economic development officials, investors, community based organizations, and other key community leaders to integrate local food supply into regional land use and economic decisions, projects and practices, and to better understand the |

| | |
|---|---|
| | drivers for regional food system change"; (2) pilot projects or the expansion of promising projects "to spur the growth of regional food infrastructure"; and (3) "best practices on regional food supply business models and innovative regional, state and local policies," as well as highlighting and replicating "food supply programs that contribute to anti-poverty strategies and build strong local economies."<br><br>LOIs are accepted on a rolling basis through the foundation's online application form. |
| W.K. Kellogg Foundation | The Kellogg Foundation has a history of supporting food and community work to promote equal access to quality food.<br><br>Kellogg provided FNDI with a three-year grant (2012-2014) to "build the local and systemic infrastructure in Native communities to address food systems, food insecurity, and food deserts." In 2015, Kellogg provided an additional grant to extend FNDI's Native agriculture and food systems work for three years, 2015-2017.<br><br>FNDI used the support from Kellogg to launch the *Native Agriculture & Food Systems Initiative* to award grants and help tribes and Native communities strengthen their local food systems, promote food security, and improve health and nutrition.<br><br>The foundation recently launched a website highlighting community food innovation stories from across the country, including 40 tribal food projects. |
| Robert Wood Johnson Foundation ("RWJF") | RWJF has a history of supporting food systems work.<br><br>In 2016, RWJF funded a study conducted by the Indigenous Food and Agriculture Initiative to examine the link between tribal food policy and community health.<br><br>RWJF awards most grants through calls or requests for proposals ("RFPs"). There are currently no calls or RFPs related to food systems work.<br><br>However, RWJF also welcomes "unsolicited" Pioneering Ideas Brief Proposals for ideas that help the foundation anticipate the future and consider new and unconventional approaches and perspectives. |
| Montana Healthcare Foundation ("MHCF") | MHCF makes strategic investments to improve the health and well-being of all Montanans. MHCF contributes to a measurably healthier state by supporting access to quality and affordable health services, conducting evidence-driven research and analysis, and addressing the upstream influences on health and illness.<br><br>The 2017 RFP is closed; however, we recommend that team signs up for e-news alerts. |

### 3. Federal Government Funding

The U.S. Department of Agriculture has a variety of food-related financing options. They are housed under multiple divisions, including the Agricultural Marketing Service, Farm Service Agency (for farm- or ranch-specific funding), Food and Nutrition Service, National Institute for Food and Agriculture, and Rural Development, each with its own focus and goals (see https://www.ams.usda.gov/services/local-regional/food-sector/grants). USDA funding is particularly relevant when healthy retail projects involve connecting stores to urban or other local agriculture ventures.

USDA also partners with other agencies like Health and Human Services and the Department of Treasury to offer financing opportunities to projects that provide a variety of community benefits through food-related work (see, for example, the Community Development Financing Initiative, https://www.cdfifund.gov/Documents/CDFI7205_FS_HFFI_updatedJan2016.pdf, and the Healthy Food Financing Initiative (HFFI), "The Healthy Food Financing Initiative (HFFI): An Innovative Public-Private Partnership Sparking Economic Development and Improving Health," 2015 report by PolicyLink, The Food Trust, and the Reinvestment Fund, http://www.frbsf.org/community-development/files/healthy_food_financing_initiative.pdf).

ChangeLab Solutions' guide, Green for Greens, includes a detailed list of government programs that can be used to support food initiatives. Additionally, the National Sustainable Agriculture Coalition has a guide on the USDA's food access funding programs. The guide begins with a general overview of the USDA's structure, and continues with descriptions and details of fifteen grants and programs that are relevant to local and regional food systems development. Each program description also includes a case study of a real-world regional food system project that received program funding. Although this guide was prepared in 2010, much of the information is still relevant. A handful of programs are listed below but many more are described in the resources referenced above.

| Source | Notes |
|---|---|
| The Indian Loan Guarantee, Insurance, and Interest Subsidy Program | The Indian Loan Guarantee, Insurance, and Interest Subsidy program is designed to increase access to financing options for tribes and individuals or businesses serving Native American reservations. The program guarantees loans offered through commercial lending institutions and community development financial institutions ("CDFIs") that would not otherwise guarantee the loan application. The program will guarantee up to 90% of the loan. |
| Rural Microentrepreneur Assistance Program ("RMAP") | RMAP provides grants and loans to microenterprise development organizations ("MDOs") that provide training and technical assistance to rural small business owners or facilitate access to capital and services for rural microenterprises. Microloans provided by MDOs can be used for working capital, furnishings and equipment, debt refinancing, and real estate purchases. |
| USDA Community Food Projects Competitive Grant Program ("CFPCGP") | CFPCGP fights food insecurity through developing community food projects that help promote the self-sufficiency of low-income communities. Projects are "designed to increase food security in communities by bringing the whole food system together to assess strengths, establish linkages, and create systems that improve the self-reliance of community members over their food needs." |

### 4. State Government Funding

The Montana Department of Agriculture administers some grant and loan programs which are described at the link below. We were not able to find any funding opportunities for food access/food insecurity projects on any other state government websites.

| Source | Notes |
|---|---|
| Montana Department of Agriculture ("MDA") | MDA offers a number of grant and loan opportunities for agriculture-related enterprises. **Contact MDA** for application assistance, or to request information about additional programs and opportunities. |

## Resources on Nonprofit Formation

There are many resources available on nonprofit formation. We recommend starting with the Nolo Press Guide, How to Form a Nonprofit Corporation. If you are not familiar with Nolo Press, they are a very well-respected legal press that publishes excellent self-help legal books. You should be able to get this book through a local public library if you don't want to purchase it.

The First Nations Development Institute has developed a series of resources to help Native institutions create new community-based nonprofit organizations and to strengthen the capacity of existing non-profits and institutions. Those resources are available here. Finally, we found a legal primer on establishing tribal nonprofit organizations from NativeNet at the University of Arizona.

## Conclusion

This memorandum provides a general overview of funding resources organized by the following categories: resources for tribal communities; foundation grants; federal grants and loans; and state grants and loans. It also includes references to resources on establishing nonprofit organizations. We hope that this information will be helpful to your team as you move forward with your important work.

# Memos and Supporting Materials focused on *Food Insecurity*: Fort Worth and other Tarrant County municipalities, *Texas*

Key Point of Contact: Linda Fulmer
**lindafulmer@sbcglobal.net**

**Incentives and Policies to Increase Healthy Food Retail in Texas.** Provide examples of incentive programs and policies to develop healthy corner stores in underserved areas, as well as financing options for advocates and stores participating in these efforts. The research is broken out into two main sections: (1) Methods for communities to incentivize healthy corner store development, with links to resources and examples; and (2) Financing opportunities for healthy retail interventions at the local, state, and federal levels, with links to further information on specific programs, other organizations in the field, and resources.

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Oakland, CA 94612
510.302.3380
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## MEMORANDUM

To: c/o Linda Fulmer, MEd, Executive Director, Healthy Tarrant County Collaboration
Tarrant County Food Insecurity Team, Nemours Learning Labs

From: Sara Bartel, JD, ChangeLab Solutions
CC: Manel Kappagoda, JD, MPH, ChangeLab Solutions
Kate Blackburn, Senior Program & Policy Analyst, Nemours

Subject: Interventions to incentivize healthy corner store development in underserved areas, including financing options.

Date: October 18, 2017

The following memo provides examples of incentive programs and policies to develop healthy corner stores in underserved areas, as well as financing options for advocates and stores participating in these efforts. The research is broken out into two main sections: (1) Methods for communities to incentivize healthy corner store development, with links to resources and examples from ChangeLab Solutions; and (2) Financing opportunities for healthy retail interventions at the local, state, and federal levels, with links to further information on specific programs, other organizations in the field, and resources.

# Incentivizing Healthy Corner Store Development

Below are four categories of interventions that communities can use to incentivize healthy corner store development in underserved areas: (1) **Reward** retailers that adopt healthier practices in underserved areas; (2) **Connect** existing retailers to other components of the food system that can facilitate healthier practices; (3) **Require** retailers to satisfy healthier standards as part of doing business in a given community; and (4) **Attract** healthy stores to locate in specific neighborhoods.

### 1. Reward retailers for adopting healthier practices in underserved areas.

Communities can offer direct incentives to retailers in underserved communities that make or commit to making healthy changes to their stores. These incentives can range from establishing low-cost partnerships, to more resource-intensive incentives like direct funding, loan programs, and free equipment. Whatever the level of incentives provided, it can be helpful to include retailers in a program that formalizes their commitment to make healthier changes in exchange for the program's benefits. Certification programs not only provide accountability for participating retailers, but certification itself can be a motivating benefit to retailers by helping them attract new business.

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Incentives like training and business advising provide low-cost ways to help retailers stock, store, and market healthier new products in their stores. Hosting in-store educational events or providing press and media attention can help build a customer base for the healthier products.

Making it easier for retailers in underserved communities to do business is another way to incentivize healthier practices. Benefits can be directly related to healthier product options, for example, facilitating reduced fee arrangements with existing produce distributors. Or, benefits can be related to other aspects of retailers' business, for example offering licensing fee waivers or prioritizing participating retailers' applications to other government programs/funds.

Finally, incentives can be used to directly offset retailers' costs to make healthy changes in their stores, and can mitigate associated risks: from providing new refrigerators and other produce storage equipment, to sponsoring renovations or new purchasing practices through funding and loan programs.

RESOURCES

*Incentives for Change* provides "an overview of how local communities can reward small food retailers and suggest ideas for funding sources and partnerships to implement incentive programs locally." http://www.changelabsolutions.org/small-food-stores-incentives

*Health on the Shelf* describes "how to create a strong healthy small food retailer certification program that requires participating stores to increase the variety of healthy foods they sell, reduce the offerings of unhealthy foods, and proactively market healthy options with help from a sponsoring agency or organization. It provides step-by-step instructions for developing a certification program, with ideas and examples from existing programs." http://www.changelabsolutions.org/publications/health-on-the-shelf

**2. Connect stores to components of the existing food system that can facilitate healthier options for underserved areas.**

Another way to incentivize healthier stores in underserved areas is to connect existing stores to the food system in new ways. For example, connecting smaller stores to each other can make it easier for them to purchase produce from existing suppliers through bulk or aggregate purchasing agreements. Educating retailers about nearby distributors or local farms can reveal existing opportunities they may not have had the time or resources to access independently. Linking retailers to federal purchasing programs can increase their customer base and open them up to new product options for these customers.

RESOURCES

*Providing Fresh Produce in Small Food Stores* provides "a range of promising, innovative strategies for overcoming the challenges of sourcing and marketing fresh produce at affordable prices." http://www.changelabsolutions.org/produce-distribution

*Addressing Distribution Challenges* Webinar describes "components of the distribution system, identifies distribution challenges that urban and rural retailers face, and highlights solutions that different communities have developed." http://www.changelabsolutions.org/publications/addressing-distribution-challenges

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### 3. Require healthier retailer practices as part of doing business.

Communities with support from local lawmakers to increase the healthy options provided by local food stores may pursue a licensing ordinance that requires retailers to meet healthy product and operating standards in order to do business in the community. Changing licensing requirements can be more politically and technically complex to implement, but it establishes a sustainable, trackable system to ensure that a community is moving in the right direction by leveling the playing field for all retailers.

RESOURCES

*Licensing for Lettuce* provides "a model ordinance to change business licensing policies to require all food stores (not including restaurants) to carry a minimum selection of healthy food and meet other basic operating standards. It establishes a healthy baseline to improve food quality and accessibility at food stores across an entire community." http://www.changelabsolutions.org/publications/HFR-licensing-ord

### 4. Attract healthier stores to underserved areas.

Finally, there are different reasons grocers and healthy corner stores may not have located in a given neighborhood. Communities have options to address these concerns and attract new businesses to underserved areas. Local agencies can use policies and practices that help attract healthy retailers, for example by: recruiting new retailers, supporting business development, facilitating business-friendly permitting and zoning practices, drumming up community support, implementing neighborhood improvements, and developing a strong workforce. There are also site-specific incentives communities can use to encourage businesses to locate in certain areas, ranging from tax credit packages, to services that address limitations (or perceived limitations) of a given area.

RESOURCES

*Getting to Grocery* "helps advocates and public health agencies coordinate and leverage the tools available through local government and other organizations to bring grocery stores into low-income communities." While this resources is focused on grocery stores, similar measures can be used to attract healthy corner stores and other healthy retailers into underserved areas.
http://www.changelabsolutions.org/publications/getting-grocery

## Financing Opportunities for Healthy Retail Interventions

Financing opportunities for healthy retail interventions are available in many different contexts, depending on the nature of the project. Sources of funding may include, for example:

- Private organizations and nonprofits;
- Local, state, and federal grant programs; and
- Public-private partnerships.

Communities should be thoughtful and creative about the benefits their healthy retail efforts aim to achieve. These benefits will provide the foundation for funding opportunities, which are often grouped into sectors based on the interests the funding is meant to promote. Many funding sources support policies that benefit certain population groups based on demographic or geographic characteristics, such as funding for healthy retail programs directed at benefiting specific age groups. Below are selected financing resources aimed at two interest areas for broad community improvement: (1) funding directed at increasing **healthy food access**, and (2) funding directed at **economic development**.

These two sections include key governmental sources of financing for healthy retail work. They also highlight an important concept for advocates working on these initiatives: multiple sources of funding can be brought together to support different components of healthy retail efforts. Financing initiatives coordinated by multiple federal agencies provide one example of the complementarity and significance of these efforts across sectors.

RESOURCES

Healthy Food Access Portal, "Financing" landing page, provides "examples of targeted healthy food access resources and those that focus on job creation and retention, public health, small business development, or agricultural production." The site also provides a tool to search for funding sources by state. http://healthyfoodaccess.org/launch-a-business/financing

ChangeLab Solutions' landing page for funding healthy retail. "Communities can support healthy retail activities using both traditional and nontraditional funding streams. Tapping into these resources often requires identifying and linking the various economic, social, and health benefits of making stores healthier." http://www.changelabsolutions.org/find-funding-healthy-store-projects

### 1. Funding directed at increasing healthy food access.

The U.S. Department of Agriculture has a variety of food-related financing options. They are housed under multiple divisions, including the Agricultural Marketing Service, Farm Service Agency (for farm- or ranch-specific funding), Food and Nutrition Service, National Institute for Food and Agriculture, and Rural Development, each with its own focus and goals (see https://www.ams.usda.gov/services/local-regional/food-sector/grants). USDA funding is particularly relevant when healthy retail projects involve connecting stores to urban or other local agriculture ventures.

USDA also partners with other agencies like Health and Human Services and the Department of Treasury to offer financing opportunities to projects that provide a variety of community benefits through food-related work (see, for example, the Community Development Financing Initiative, https://www.cdfifund.gov/Documents/CDFI7205_FS_HFFI_updatedJan2016.pdf, and the Healthy Food Financing Initiative (HFFI), "The Healthy Food Financing Initiative (HFFI): An Innovative Public-Private Partnership Sparking Economic Development and Improving Health," 2015 report by PolicyLink, The Food Trust, and the Reinvestment Fund, http://www.frbsf.org/community-development/files/healthy_food_financing_initiative.pdf).

The collaborative nature of HFFI funding exemplifies the type of cross-sectoral benefits that healthy retail programs can serve. Resources about organizations that fund local retail interventions through HFFI funds are listed below. In addition, we have listed examples of HFFI legislation from across the country

that was pending or enacted in 2017. (Some of these bills have since died in committee.) The goal of this list is to provide a snapshot of the variety among HFFI policies.

- **DC**'s pending Bill B207, to establish the East End Grocery and Retail Incentive Program to attract new stores and pay for the construction of new anchor retail stores in certain areas of the city;
- **Maryland**'s newly enacted Bill H1492, community development funding to provide small loans for food desert projects;
- **Minnesota**'s suite of pending bills concerning an urban agriculture development pilot program to provide competitive grants to increase access to healthy foods through urban agriculture (H1461, S1317), as well as a grocery store and wellness center in North Minneapolis (H1828, S 1287);
- **Missouri**'s pending bills establishing a Food Desert Fund to support expansion and/or development of grocery stores in underserved communities (H420), and a tax credit against state tax liability for establishing a full-service grocery store in a food desert (H486);
- **New Jersey**'s pending Bills A4505 and S1129 enacting the Healthy Small Food Retailer Act;
- **New York**'s pending bills related to a corner store program offering tax credits (A3944) and loans/grants/subsidies to attract, maintain, or permit the expansion of food retail in underserved areas (S2783);
- **Oklahoma**'s recently enacted Bill S506 establishing the Health Food Financing Fund to fund construction or expansion of grocery stores; and
- **Texas**' suite of pending bills establishing a grocery access investment fund program (H164, H3324, S2156), a community development grocery store and healthy corner store revolving loan fund program (H1047, S723), and a franchise tax credit for establishing grocery stores in food deserts (H3299).

RESOURCES

Slow Money is an organization that invests in local food systems as "a way to begin fixing our economy and our culture from the ground up." https://slowmoney.org/about/our-work/what-we-do/ See comparable organizations, like SloFig, which invests in "early stage companies along the entire food value chain." http://slofig.com/ [from Blue Zones Project resources, shared via Tarrant County]

"The Local Initiatives Support Corporation, known as LISC, is one of the largest organizations supporting projects to revitalize communities and bring greater economic opportunity to residents. These include more affordable housing, better schools, safer streets, growing businesses and programs that improve the financial outlook of people." http://www.lisc.org/our-initiatives/health/healthy-food-initiatives/

"This report, created with support from *Voices for Healthy Kids*, aims to provide champions, allies and stakeholders with the background, data and resources to demonstrate the impact and success of healthy food financing efforts. Advocates will find the framework for evaluating the impacts of HFFI, case studies, as well as the accomplishments achieved by project investments and HFFI programs across the country." http://thefoodtrust.org/what-we-do/administrative/hffi-impacts

**2. Funding directed at economic development.**

Healthy retail programs and policies are tools to increase access to healthy foods in underserved areas. They can also support existing and new local businesses, creating more job opportunities, economic stability, and other local improvements that optimize existing community resources. Accordingly, other federal agencies offer economic-development grant programs for which some healthy retail incentive efforts may apply, including:

- Community Development Block Grant Program, Department of Housing and Urban Development (https://www.hud.gov/program_offices/comm_planning/communitydevelopment/programs)
- Community Economic Development Program, Department of Health and Human Services (https://www.acf.hhs.gov/ocs/programs/ced/about)
- Economic Development Assistance Program, Economic Development Association (https://www.eda.gov/funding-opportunities/)

RESOURCES

*Green for Greens* provides a general overview of economic development and ideas for how to approach economic development agencies with healthy food retail proposals. It also provides a comprehensive overview of local, state, and federal economic development programs that have been or could be used for healthy food retail projects. http://www.changelabsolutions.org/publications/green-for-greens See also ChangeLab Solutions' guide to Community Development Financial Institutions. http://www.changelabsolutions.org/CDFI-Guide

Based on its healthy food financing experience, the Reinvestment Fund provides "a curriculum for training workshops and created an implementation handbook advising CDFIs [Community Development Financial Institutions] how to underwrite supermarkets and capitalize such initiatives." https://www.reinvestment.com/research-publications/understanding-the-grocery-industry/ [from Blue Zones Project resources, shared via Tarrant County]

## Conclusion

This memo aims to collect resources about four categories of interventions that communities can use to incentivize healthy corner store development in underserved areas: (1) **Rewarding** retailers; (2) **Connecting** retailers to other components of the food system; (3) **Requiring** retailers to run healthier businesses through licensing; and (4) **Attracting** healthier stores to underserved areas.

There are many funding sources to support healthy retail programs and policies based on their intended benefits. This memo highlights two areas of federal financing: (1) funding directed at increasing **healthy food access**, and (2) funding directed at **economic development**. The often-overlapping federal initiatives in these sections highlight the value of funding (and implementing) healthy retail projects collaboratively, across sectors.

# Memos and Supporting Materials focused on *Food Insecurity*:
## Harris County, *Texas*

Key Point of Contact: Katie Chennisi
**cchennisi@hcphes.org**

**Policies that Support Urban Agriculture in Texas.**
Provide examples of cities that have successfully enacted laws to encourage and support urban agriculture, and resources that propose strategies to overcome legal barriers to urban agriculture.

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2201 Broadway, Suite 502
Oakland, CA 94612
510.302.3380
changelabsolutions.org

# MEMORANDUM

To: c/o Katie Chennisi, Public Health Analyst, Harris County Public Health
Harris County Food Insecurity Team, Nemours Learning Labs

From: Katie Michel, JD, ChangeLab Solutions
CC: Manel Kappagoda, JD, MPH, ChangeLab Solutions
Kate Blackburn, Senior Program & Policy Analyst, Nemours

Subject: Local policies to support urban agriculture

Date: December 5, 2017

This memorandum provides (1) examples of cities that have successfully enacted laws to encourage and support urban agriculture, and (2) resources that propose strategies to overcome legal barriers to urban agriculture.

To prepare this memorandum, we consulted colleagues at ChangeLab Solutions with expertise in urban agriculture, scanned leading reports and journal articles on this topic, and performed searches on Google using the following key terms: "urban agriculture," "urban farming," "community gardens," "zoning," "without zoning," and "land use." We also reviewed the municipal codes for some of the most populous cities within Harris County to determine whether and how those cities regulate the use of land. We acknowledge a weakness in this memo is that the examples we identified through our research are not as diverse as we would have liked. The communities and states with progressive urban agriculture policies tend to be politically liberal. Nevertheless, we hope these examples will help to move your policy work forward.

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## Local Policies to Support Urban Agriculture

Urban agriculture is a term that encompasses a range of activities, from backyard gardening for personal consumption to large-scale market gardening for on- and off-site sales. Strategies to promote urban agriculture often focus on updating zoning codes to eliminate barriers to farming and gardening. Although a number of cities in Harris County have comprehensive zoning (e.g., Baytown, South Houston, Deer Park, La Porte, Katy), the largest cities in the County do not (e.g., Houston, Pasadena). For this reason, the following information is divided into two topics: (1) solutions to promote urban agriculture through revised zoning laws, and (2) alternative strategies to promote urban agriculture, which could be adopted by cities without comprehensive zoning.

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## 1) Solutions to Promote Urban Agriculture Through Revised Zoning Laws

Zoning is a regulatory mechanism that local governments use to divide a community into distinct districts—such as residential, commercial, multi- or mixed-use, and industrial—where only specified land uses or types of buildings or structures are permitted. Local governments can use their zoning ordinances to either allow or prohibit urban agriculture in certain districts. If a specific use of land—such as a front yard vegetable garden or an educational mini-farm—is not authorized by a community's zoning code, it may be vulnerable to being fined, shut down as "illegal," or displaced by expressly permitted development.

Additionally, in districts where urban agriculture is allowed, it may be either an "as-of-right" or a "conditional" use. An "as-of-right" use is one that does not require a landowner to seek official approval before engaging in a particular activity so long as applicable regulations—such as set-back requirements—are satisfied. In contrast, a "conditional use" is one that is allowed in a particular district but only after a landowner completes a review and approval process. This process allows a local government to limit a proposed use only to suitable locations within a particular district, but it also has drawbacks. For example, the process can be time-consuming and expensive for a permit applicant and can thus discourage the use in the first place.

Below are examples of communities that have advocated for changes to their zoning codes to facilitate various types of urban agriculture.

**Austin, TX**
In 2014, the City of Austin amended its Zoning Ordinance to allow the raising, slaughtering, and processing of chickens, rabbits, and aquatic animals in all non-residential districts, so long as the slaughtering activities take place out of public view. Up to ten animals can be processed per week per acre of land. The amendments also allow both on- and off-site sales of agricultural and value-added products. For more information, see Ordinance No. 20131121-105.

**Boston, MA**
After an intensive community process, in 2013, the Boston Zoning Commission adopted Article 89, which amended the local Zoning Ordinance to reduce barriers to commercial agriculture within City limits. For example, Article 89 provides that "ground-level" farms up to one acre in size, and "roof-level" open-air farms up to 5,000 square feet, are allowed as-of-right in all zoning districts. Larger ground-level farms are allowed as-of-right in industrial districts and as conditional uses in other districts. Article 89 also includes requirements regarding the siting of farm structures like cold frames, greenhouses, and farm stands; composting activities; produce sales; and animal housing, among other topics. For more information, see: Urban Agriculture Rezoning Initiative. Boston Planning and Development Agency website. http://www.bostonplans.org/planning/planning-initiatives/urban-agriculture-rezoning.

**San Francisco, CA**
In 2011, the San Francisco Board of Supervisors approved a new Urban Agriculture Ordinance (Ordinance No. 66-11) that amended the City's Planning Code to allow neighborhood gardens less than one acre in size in all zoning districts, and gardens larger than one acre in specified districts only with conditional use authorization. Additionally, the amendment allowed gardeners to sell their produce on-site during specified hours, and allowed sales of value-added products where the primary ingredients are grown on-site in all non-residential districts. For additional information, see: SF Urban Agriculture

Zoning Proposal. San Francisco Urban Agriculture Alliance website. http://www.sfuaa.org/urban-ag-zoning-proposal.html.

**Sacramento, CA**
In 2007, Sacramento residents successfully advocated for an amendment to the local Zoning Code to eliminate a prohibition against growing fruits and vegetables in front yards and to clarify the percentage of front yard space that can be used for that purpose. For additional information, see: Report to Council, City of Sacramento. April 3, 2007.
http://sacramento.granicus.com/MetaViewer.php?view_id=16&clip_id=1262&meta_id=108397.

## 2) Alternative Strategies to Promote Urban Agriculture

In cities without comprehensive zoning, such as Houston and Pasadena, land uses—including farming and gardening—are not limited to particular districts. These cities may nevertheless have local code restrictions that impact urban agriculture.[1] For example, Houston's municipal code includes a section (Ch. 6, Article II) making it unlawful to keep rabbits, chickens, and other meat birds within 100 feet of any residence. Further, if such animals are kept for commercial purposes, they must be kept inside buildings in coops and batteries and cannot roam freely. Thus, just as in cities that have comprehensive zoning, advocates in Houston and Pasadena can push for changes to the municipal code to eliminate any barriers to urban agriculture that may exist.

Additionally, even if urban agriculture isn't *publicly* regulated through zoning or other code provisions, it may be *privately* regulated through deed restrictions (also called "restrictive covenants" or "covenants, conditions, and restrictions" (CCRs)). A deed restriction is a contractual limit on the use or occupancy of property. (See "restrictive covenant," Wex Legal Dictionary.) Homeowners Associations may impose and enforce uniform deed restrictions to all residences within a development to prohibit owners or tenants from keeping bees, planting front yard vegetable gardens, or engaging in other agricultural activities. Further, in Houston, deed restrictions have a public element because the City Attorney has the authority to sue to enforce them, rather than requiring a party to the covenant to bear the costs of the lawsuit. (See Ch. 10, Article XV of Houston Code of Ordinances.) Detailed information about restrictive covenants and potential protections against enforcement is provided in this resource from the Sustainable Economies Law Center.

Finally, there are a number of strategies to support urban agriculture that are not based on zoning or public or private land use restrictions. To highlight some of these strategies:

- Local government can provide **economic incentives** for urban agriculture in the form of grants or tax credits for property owners who own or lease land that is used for growing food. Example: California Urban Agriculture Incentive Zones Act and San Francisco Implementation Program

[1] For a discussion of the building and land use regulations that do exist in Houston and their impact, see: Grabar H. Don't Blame Houston's Lax Zoning for Harvey's Destruction. *Slate*. August 31, 2017.
http://www.slate.com/articles/business/metropolis/2017/08/how_houston_and_harris_county_s_zoning_approach_affected_hurricane_harvey.html. See also Hertz D. Sprawl Beyond Zoning. *CityCommentary*. May 4, 2016.
http://cityobservatory.org/sprawl-beyond-zoning/.

- Local government can **facilitate land access and secure land tenure** by implementing a program to lease city-owned parcels to urban growers at affordable rates or on a long-term basis. Example: City of Cleveland Land Bank Program

- Local government can **facilitate affordable and reliable water access** by making fire hydrant permits available at reduced rates or offering fee reductions to urban agriculture operations. Example: City of Philadelphia's Special Discounted Rate for Stormwater Management Services

These and other strategies and corresponding success stories are described in detail in the following resources.

RESOURCES

The ChangeLab Solutions toolkit *Seeding the City: Land Use Policies to Promote Urban Agriculture* "provides a framework and model language for land use policies that local policymakers can tailor to promote and sustain urban agriculture in their communities." ChangeLab Solutions. *Seeding the City: Land Use Policies to Promote Urban Agriculture*. Oakland, CA; 2012. http://www.changelabsolutions.org/sites/default/files/Urban_Ag_SeedingTheCity_FINAL_%28CLS_20120530%29_20111021_0.pdf.

*Good Laws, Good Food: Putting Local Food Policy to Work for Our Communities* is a toolkit "designed to aid individuals and groups, including local food advocates and nonprofit organizations such as local food policy councils, working to change their local food system." Section III "presents an overview of basic zoning and land use law concepts and discusses ways that advocates can improve the existing legal scheme to further their goals"—such as promoting urban agriculture. Section IV discusses urban agriculture in greater detail, describing challenges—such as restrictions on accessory buildings like greenhouses, or bans on composting and beekeeping—and ways for advocates to overcome them. Harvard Food Law and Policy Clinic, Johns Hopkins Center for a Livable Future. *Good Laws, Good Food: Putting Local Food Policy to Work for Our Communities*. Cambridge, MA; 2017. https://www.chlpi.org/flpc-releases-good-laws-good-food-putting-local-food-policy-work-communities-toolkit/.

UrbanAgLaw.org is a project of the Sustainable Economies Law Center that "uses a collaborative approach to collect and disseminate important legal information, best practices, and supporting tools to support urban agriculture in the U.S." Topics covered include land access, food safety, planning and zoning, building codes, homeowners associations, animals and livestock, employment law, risk and liability, and soil and water.

## Conclusion

This memorandum provides information about policy strategies to encourage and support urban agriculture. Strategies include updating zoning codes to eliminate barriers to farming and gardening, and alternative mechanisms that can be used in communities without comprehensive zoning.

# Memos and Supporting Materials focused on *Food Insecurity*: Washington, *Seattle*

Key Point of Contact: Kelly Fisher
**kelly.fisher@seattlechildrens.org**

**Food Insecurity Screening in Clinical Settings**
Provide assistance with adopting organizational and/or system-wide policies for food insecurity screening, with a specific focus on:
(1) Outcomes and best practices for referrals provided through the screening process; (2) Detailed materials that answer the "then what" question; and (3) Making the business case for addressing food insecurity and for examining hospitals' role in social determinants of health, particularly for subspecialty care vs. primary care.

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Moving Health Care Upstream

Innovating. Improving.
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## MEMORANDUM

To: The Seattle team within Moving Health Care Upstream's Food Insecurity-Focused Policy Learning Lab- c/o Kelly Fisher, Food & Housing Security Program Manager, Seattle Children's Hospital

From: Kate Blackburn, Senior Program & Policy Analyst for Moving Health Care Upstream; Nemours Children's Health System

CC: Gillian Feldmeth, Special Projects Team Manager; Feed1st by the Lindau Lab at the University of Chicago
Manel Kappagoda, Senior Staff Attorney and Project Director; ChangeLab Solutions

Subject: Requested Research and Technical Assistance related to Food Insecurity

Date: December 11, 2017

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The Seattle team within Moving Health Care Upstream's food insecurity-focused Policy Learning Lab requested research and technical assistance in the area outlined below. This memorandum is intended to provide actionable information for each item. The team is welcome and encouraged to follow up with Moving Health Care Upstream if there are additional questions and requests.

1. The team requests assistance with identifying and adopting organizational and/or system-wide policies for food insecurity screening, and meeting the identified needs. The team is particularly interested in any resources on outcomes and best practices for referrals for the screener process- content that answers the "then what" question.
2. The team also requests guidance on data sources and "how to" materials related to making the business case for addressing food insecurity and for examining hospitals' role in social determinants of health, particularly for subspecialty care vs. primary care.

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- The memo prepared by Gillian Feldmeth, of Feed1st by the Lindau Lab at the University of Chicago addresses the majority of the Seattle team's request. The memo is attached to this document.
- A special session on screening and use of hospital-based food pantries was held in October 2017, in response to common interest across Policy Learning Lab teams (including Seattle). Slides from the special session are available at: https://drive.google.com/open?id=1q4xlyoeJ7BxjPnZJKaweXp1o2L7CeTcX
- Resources of value as you make the case to current and potential stakeholders in your work:
    - The *Food Is Medicine Advocacy Toolkit* will be a helpful resource for your team, as it has content tailored for your audience (i.e. healthcare leadership). It is available at: https://www.chlpi.org//wp-content/uploads/2014/01/Food-is-Medicine-Advocacy-Toolkit-Oct-2015.pdf?pdf=advocacy-toolkit
    - *Food Insecurity and Health Care Expenditures in the United States 2011-2013* is a data source for your communication and messaging efforts: https://drive.google.com/file/d/0BxnrqJeEWPSJVnNZV25janJ4Wjg/view
    - *Food is Prevention: The Case for Integrating Food and Nutrition Interventions into Healthcare* will also assist your efforts: https://www.chlpi.org//wp-content/uploads/2013/12/Food-is-Prevention-Report-July-2015.pdf
    - *Slides from Meeting #3 of the Policy Learning Lab* included an array of information on data sources to make your case, as well as information on how to build a compelling messaging campaign. Slides can be accessed at: https://drive.google.com/open?id=1zBu3MRlMO51VwSYgynSM0xR5sADapp87
- This memo provides a list of resources tailored to the specific request of the team. In addition to the resources we have selected for your team, you may wish to review the Policy Learning Lab resource directory, available at: https://drive.google.com/open?id=0BxnrqJeEWPSJajlpaVI2V1otaHc

Feed1st
by the Lindau Laboratory
at the University of Chicago

5841 S. Maryland Ave.
Chicago, IL 60637
info@feed1st.org
www.feed1st.org

**MEMORANDUM**

To: Seattle, Alaska and Atlanta teams

From: Gillian Feldmeth, Feed1st by the Lindau Lab at the University of Chicago

CC: Kate Blackburn, Senior Program & Policy Analyst for Moving Health Care Upstream; Nemours Children's Health System

Manel Kappagoda, Senior Staff Attorney and Project Director; ChangeLab Solutions

Subject: Resources and tools to support screening for food insecurity

Date: December 6, 2017

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This memorandum provides (1) an overview of some of the many existing resources and tools to support screening for food insecurity in the health care setting, and (2) examples of health-related outcomes considered by existing food insecurity interventions.

The content of this memorandum is provided for informational purposes and should not be considered a comprehensive summary of the vast literature on the topic of food insecurity. As a reminder, there are several existing food insecurity screening tools, including, but not limited to:

- United States Department of Agriculture (USDA) Adult Food Security Module
  *Reference:* https://www.ers.usda.gov/topics/food-nutrition-assistance/food-security-in-the-us/survey-tools/

- Children's HealthWatch Hunger Vital Sign (HVS)™
  *Reference*: http://childrenshealthwatch.org/public-policy/hunger-vital-sign/

- American Academy of Pediatrics HVS-adapted
  *Reference:* http://pediatrics.aappublications.org/content/136/5/e1431

- Accountable Health Communities HVS-adapted
  *Reference:* Billioux A, Verlander K et al. Standardized screening for health-related social needs in clinical settings. *National Academy of Medicine.* May 2017. https://nam.edu/wp-content/uploads/2017/05/Standardized-Screening-for-Health-Related-Social-Needs-in-Clinical-Settings.pdf

As shared previously, Feed1st would encourage teams to be mindful of the sensitivity and specificity of screening tools. In a recent study published in *the American Journal of Public Health*, our team found that in an urban population with a high prevalence of food insecurity, the HVS-adapted tool recommended by the AAP lacked sensitivity, failing to detect more than a

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5841 S. Maryland Ave.
Chicago, IL 60637
info@feed1st.org
www.feed1st.org

quart of individuals with food insecurity. *Reference:* Makelarski JA et al. Diagnostic accuracy of two food insecurity screeners recommended for use in health care settings. *Am J Public Health.* 2017.

## OVERVIEW OF EXISTING RESOURCES TO SUPPORT FOOD INSECURITY SCREENING

*Note: these resources are intended to serve as a starting point. The literature on food insecurity interventions is large and constantly growing. Some of these resources can be used to stay up to date on emerging evidence in the field.*

**Resource:** Pooler J. Levin M. et al. Implementing Food Security Screening and Referral for Older Patients in Primary Care: A Resource Guide and Toolkit. November 2016 https://www.aarp.org/content/dam/aarp/aarp_foundation/2016-pdfs/FoodSecurityScreening.pdf

**Organization:** The American Association for Retired Persons (AARP)

**Summary:** This resource guide focuses on challenges and opportunities of integrating food insecurity screening and referrals in the health care setting for older adult populations. Figure 4 (page 14) features five considerations for health systems planning to implement food insecurity screening. These considerations are described in detail on the subsequent pages and include: champions and advocates, organizational commitment, community partners, modifications to the EMR and HIPAA compliance.

**Resource:** Health Research & Educational Trust. (2017, June). Social determinants of health series: Food insecurity and the role of hospitals. Chicago, IL: Health Research & Educational Trust. http://www.hpoe.org/Reports-HPOE/2017/determinants-health-food-insecurity-role-of-hospitals.pdf

**Organization:** The American Hospital Association

**Summary:** This report provides a nice overview on the impact of food insecurity and the various roles that hospitals can play. Some of the strategic considerations outlined may be helpful in making the argument to leadership about the importance of addressing food insecurity (Clinical and nonclinical benefits, page 9). This report also provides three case studies of health care organizations that have implemented food insecurity solutions (Arkansas Children's Hospital, Boston Medical Center and Eskenazi Health in Indianapolis, IN).

**Resource:** Rottapel R, Sheward R. The Hunger Vital Sign™: Best practices for screening and intervening to alleviate food insecurity. Boston, MA: Children's Health Watch; 2016: http://childrenshealthwatch.org/wp-content/uploads/CHW_HVS_whitepaper_FINAL.pdf

**Organization:** Children's HealthWatch

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5841 S. Maryland Ave.
Chicago, IL 60637
info@feed1st.org
www.feed1st.org

**Summary:** This white paper presents results from an online survey and interviews with professionals using the HVS tool. Of particular interest might be the "Reflections" results (pages 7-8) which includes successes, challenges, lessons learned and future goals. The Children's HealthWatch website also provides links to peer-reviewed journal articles and research/policy briefs that include the HVS tool: http://childrenshealthwatch.org/public-policy/hunger-vital-sign/

The HVS team hosts quarterly Hunger Vital Sign™ National Community of Practice (CoP) virtual meetings to share leading best practices and data on food insecurity screening and intervention activities. These meetings are a great way to stay up to date on developments in the field. Contact: richard.sheward@bmc.org

**Resource:** Ashbrook A, Hartline-Grafton H et al. Addressing Food Insecurity: A toolkit for pediatricians. Food Research & Action Center and American Academy of Pediatrics. February 2017. http://childrenshealthwatch.org/wp-content/uploads/frac-aap-toolkit.pdf

**Organization:** Food Research and Action Council (FRAC) and the AAP

**Summary:** As previously discussed in the Policy Learning Labs, FRAC has excellent resources for supporting efforts to address food insecurity. This toolkit for pediatricians includes information on considerations for food insecurity screening, connecting families with food support resources and supporting national and local policies related to food security. The resources to support advocacy efforts (pages 36-38) may be of particular interest to identified institutional 'champions.'

**Resource:** Torres J, De Marchis E, Fichtenberg C, Gottlieb L. Identifying Food Insecurity in Health Care Settings: A Review of the Evidence. 2017. San Francisco, CA: Social Interventions Research & Evaluation Network.
https://sirenetwork.ucsf.edu/sites/sirenetwork.ucsf.edu/files/SIREN_FoodInsecurity_Brief.pdf

**Organization:** Social Interventions Research & Evaluation Network (SIREN)

**Summary:** As described in the executive summary, this report summarizes research evidence (2000-2017) on screening for food insecurity in the health care setting. The findings are divided into three major sections: 1) measurement (validity of available tools), 2) acceptability (patient and/or patient caregiver and care provider), and 3) implementation (time, uptake).

The SIREN website is a useful resource for accessing articles, reports and commentaries on healthcare-based interventions to address socioeconomic needs, including food insecurity. In the evidence library, one can filter by social determinant of health ("food/hunger").

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Feed1st
by the Lindau Laboratory
at the University of Chicago

5841 S. Maryland Ave.
Chicago, IL 60637
info@feed1st.org
www.feed1st.org

## EXAMPLES OF HEALTH-RELATED OUTCOMES INCLUDED IN FOOD INSECURITY INTERVENTIONS

*Note – the healthcare utilization measures* may be of particular value when making the "beyond the moral" argument to administrative leadership.*

- HbA1c levels
  - Example: Seligman HK et al. A pilot food bank intervention featuring diabetes-appropriate food improved glycemic control among clients in three states. *Health Affairs.* 2015. https://www.ncbi.nlm.nih.gov/pubmed/26526255
- Self-reported health status, blood pressure, blood glucose level
  - Example: Morales ME et al. Food insecurity and cardiovascular health in pregnant women: results from the food for families program, Chelsea, Massachusetts, 2013-2015. *Preventing Chronic Disease: CDC.* 2017. https://www.cdc.gov/pcd/issues/2016/16_0212.htm
- Medication adherence
  - Example: Seligman HK et al. A pilot food bank intervention featuring diabetes-appropriate food improved glycemic control among clients in three states. *Health Affairs.* 2015. https://www.ncbi.nlm.nih.gov/pubmed/26526255
- Health-related quality of life
  - Example: Roncarolo F et al. Short-term effects of traditional and alternative community interventions to address food insecurity. *PLoS ONE.* 2016. http://journals.plos.org/plosone/article?id=10.1371/journal.pone.0150250
- Readmission rates*
  - Example: "Eskanazi Health hopes to recuce its current 22 percent readmission rate to 8 percent through its partnership with Meals on Wheels http://www.hpoe.org/Reports-HPOE/2017/determinants-health-food-insecurity-role-of-hospitals.pdf
- Emergency department utilization*
  - Example: Beck AG et al. Forging a pediatric primary care – community partnership to support food-insecure families. *Pediatrics* 2015. http://pediatrics.aappublications.org/content/pediatrics/134/2/e564.full.pdf
- Total health expenditures*
  - Example: Berkowitz SA et al. Supplemental Nutrition Assistance Program (SNAP) participation and health care expenditures among low-income adults. *JAMA Internal Medicine.* November 2017. https://jamanetwork.com/journals/jamainternalmedicine/fullarticle/2653910
- Pediatric preventive care service completion*
  - Example: Beck AG et al. Forging a pediatric primary care – community partnership to support food-insecure families. *Pediatrics* 2015. http://pediatrics.aappublications.org/content/pediatrics/134/2/e564.full.pdf
- Fruit and vegetable consumption

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info@feed1st.org
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- Example: Martin KS et al. A novel food pantry program: food security, self-sufficiency and diet-quality outcomes. *Am J Prev Med.* 2013. https://www.ncbi.nlm.nih.gov/pubmed/24139769

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