



Wisconsin Department of Public Instruction
**FRESH FRUIT AND VEGETABLE GRANT PROGRAM
PARTICIPATION AGREEMENT**
PI-6101-Agreement (Rev. 02-24)

INSTRUCTIONS: Submit this Agreement with the completed grant application. The grant application can be accessed from:
<http://dpi.wi.gov/nutrition/online-services>
Questions regarding this grant agreement can be sent to:
FFVP@dpi.wi.gov

Grant Program	Grant Period
Fresh Fruit and Vegetable Program (FFVP)	07/01/24 – 06/30/25

I. GENERAL INFORMATION	
School Food Authority ("SFA") Name	SFA Address <i>Street, City, State, Zip</i>
SFA Code	

II. FEDERAL GENERAL ASSURANCES	
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The Applicant understands and agrees that the following Certifications and Assurances are pre-award requirements generally imposed by federal and state law or regulation, and do not include all federal and state regulations that may apply to the Applicant or its project. Most requirements are posted to: Uniform Administrative Requirements. <https://www.gpo.gov/fdsys/pkg/FR-2013-12-26/pdf/2013-30465.pdf> or Educational Department of General Administrative Regulations (EDGAR): <http://www.ecfr.gov/cgi-bin/text-idx?node=34:1.1.1.1.23&rgn=div5> or the Wisconsin Uniform Financial Accounting Requirements (WUFAR): <http://dpi.wi.gov/sites/default/files/imce/sfs/pdf/Revision%20%2327%20revised%20.pdf>
Each Applicant is ultimately responsible for compliance with the certifications and assurances selected on its behalf that apply to its project or award.

Instructions

- Step 1—Read each assurance that follows.
Step 2—Sign and date the certification statement.

- Step 3—Include signed certifications and assurances with your application materials.
Step 4—Keep a copy for your records.

Assurance is hereby provided that:

- Applicant agrees** to comply with all terms and conditions set forth in the grant program's Application Guidelines document provided with this application. Services provided under this grant will be used to address the needs set forth in the guidelines document. Applicant agrees to implement the activities within the prescribed timeline as outlined in their work plan section of their proposal. Applicant will provide fiscal information within the fiscal year timeline established for new and reapplying programs.
- Statutes and Regulations:** The Applicant shall comply with all applicable statutory and regulatory requirements. These requirements include, but are not limited to, applicable provisions of—
 - Title VI of the Civil Rights Act of 1964 [45 U.S.C. 2000d through 2000d-4]
 - Title IX of the Education Amendments of 1972 [20 U.S.C. 1681-1683]
 - Section 504 of the Rehabilitation Act of 1973 [29 U.S.C.794]
 - The Age Discrimination Act [42 U.S.C. 6101 et seq.]
- Allowable Costs:** Costs incurred shall be allowable under the principles established in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule [2 CFR Subpart E-Cost Principles].
- Budget Modifications:** The Applicant will obtain an approved budget amendment when it is anticipated that claimed expenditures will vary significantly from the amount in the current approved budget. A significant variance is an increase of 10 percent (summary of all line items) of the current total approved budget [2 CFR § 200.308(e)]. This applies to all grants unless there are more restrictive or specific requirements of the grant award which may be the case with discretionary grants.
- Confidentiality:** The Applicant shall comply with provisions regarding confidentiality of student information [WI Statute § 118.125, pupil records].
- Conflict of Interest:** No board or staff member of an LEA or CESA may use his or her position to obtain financial gain or anything of substantial value for the private benefit of himself or herself or his or her immediate family, or for an organization with which he or she is associated, such as a royalty, commission, contingent fee, brokerage fee, consultant fee, or other benefit [Wis. Stat. 19.59 (1) (a)] [2 CFR § 200.112].
- Contracts and Procurement:** The Applicant will use its own procurement procedures that reflect applicable state and local laws and regulations, provided the procurements conform to applicable federal law and the standards in [2 CFR §§ 200.318-200.326] Procurement Standards.
- Debarred and Suspended Parties:** A contract (see 2 CFR §180.220) must not be made to parties listed on the government wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p 189) and 12689 (3 CFR Part 1989 Comp., p. 235),"Debarment and Suspension." The Excluded Parties List in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- Cooperation with Evaluation:** The Applicant shall cooperate with the performance of any evaluation of the program by the WDPI of by their contractors [2 CFR §200.328(1)].
- Copyright, Acknowledgement, and Publications:** The Applicant/ Recipient will comply with all copyright and materials acknowledgement requirements as addressed in the projects' grant guidelines. The U.S. Department of Education and the WDPI reserve royalty-free, nonexclusive, and irrevocable licenses to reproduce, publish or otherwise use, and to authorize others to use, for their purposes. The copyright in any work developed under this subgrant or contract under this subgrant; and any rights of copyright to which the Applicant or a contractor purchases ownership with grant support. The content of any grant-funded publication or product may be reprinted in whole or in part, with credit to the USDE and WDPI acknowledged. However, reproduction of this product in whole or in part for resale must be authorized by the WDPI. When issuing statements, press releases, and other documents describing projects or programs funded in whole or in part with federal grant funds, the grant award recipient shall clearly acknowledge the receipt of federal funds in a statement.
- Fiscal Control:** The Applicant will use fiscal control and fund accounting procedures and will ensure proper disbursement of, and accounting for, federal funds received and distributed under this program [2 CFR §328(1)].
- Indirect Costs:** If the fiscal agent intends to claim indirect costs, the total amount budgeted for indirect costs is limited to and cannot exceed the negotiated indirect rate established with the WDPI. Indirect costs cannot be charged against capital objects.
- Legal and Regulatory Compliance:** Administration of the program, activities, and services covered by this application will be in accord-

II. FEDERAL GENERAL ASSURANCES (cont'd)

- ance with all applicable state and federal statutes, regulations and the approved application [34 CFR §76.700].
14. **OMB Standard Form 424B:** The Applicant will comply with all applicable assurances in OMB standard Form 424B (Assurances for Non-Construction Programs), including the assurances relating to the legal authority to apply for assistance; access to records; conflict of interest; merit systems; nondiscrimination; Hatch Act provisions; labor standards; flood insurance; environmental standards wild and scenic river systems; historic preservation; protection of human subjects; animal welfare; lead-based paint; Single Audit Act; and general agreement to comply with all applicable federal laws, executive orders and regulations.
<http://www.grants.gov/web/grants/forms/sf-424-family.html#sortBy=1>
 15. **Programmatic Changes:** The Applicant will obtain the prior approval of the WDPI whenever any of the following actions is anticipated:
 - a. Any revision of the scope or objectives of the project;
 - b. Changes in key persons where specified in the application or grant award;
 - c. A disengagement from the project for more than three months, or a 25 percent reduction in time devoted to the project, by the approved project director;
 - d. Contracting out or otherwise obtaining services of a third party to perform activities central to the purpose of the award;
 - e. Changes in the amount of approved cost-sharing or matching provided by the subrecipient [2 CFR §200.308(1.2,3,6,7)].
 16. **Record Retention:** In accordance with 2 CFR §200.333(b), this is written notification to the subrecipient that WDPI requires an extension to the record retention period for grants addressed in the *Wisconsin Records Retention Schedule for School Districts*.
<https://publicrecordsboard.wi.gov/Documents/School%20GRS.pdf>
All applicants will ensure records are maintained for a period of at least three years after the end of the project year (2 CFR §200.333). If any litigation, claim, negotiation, audit, or other action involving the records starts before the end of the period, the records will be retained until completion of the action and resolution of all issues.
 17. **Reporting:** The Applicant will ensure all required financial and program data is reported to the WDPI timely on a schedule established by the WDPI. The Applicant will report to WDPI using the accounts in the Wisconsin Uniform Financial Accounting Requirements (WUFAR) [2 CFR §200.302(b)(2)].
 18. **Grant Evaluation:** The Applicant shall ensure that all grant evaluation reporting will be timely on a schedule established by the WDPI. Grant evaluation information provided to the WDPI staff shall accurately assess the completeness of grant goals, activities, benchmarks and target dates [2 CFR §300.328(b)(1)].
 19. **Single Audit:** Any entity that expends in total (all sources) \$750,000 or more in federal funds during a fiscal year (July 1–June 30) is required to conduct a single audit. If a single audit is required, a copy of the audit is to be submitted to DPI School Financial Services auditor [2 CFR §200.501].
 20. **Text Messaging and E-Mailing While Driving:** The Applicant/ Recipient and their grant personnel are prohibited from text messaging while driving a government-owned vehicle, or while driving their own privately owned vehicle during official grant business, or from using government supplied electronic equipment to text message or e-mail when driving [Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving October 1, 2009].
<http://edocket.access.gpo.gov/2009/pdf/E9-24203.pdf>
 21. **Time and Effort Supporting Documentation:** For costs to be allowable, compensation for personal services must adhere to the Standards for Documentation of Personnel Expenses as identified in 2 CFR §200.430(i)(1). The subrecipient must retain records that accurately reflect the work performed and be supported by a system of internal control which provides reasonable assurance that the charges are accurate, allowable, and properly allocated.
 22. **Trafficking in Persons:** The grant condition specified in 2 CFR §175.10 includes the following language: "i. Trafficking in persons. 1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect; ii. Procure a commercial sex act during the period of time that the award is in effect; or iii. Use forced labor in the performance of the award or subawards under the award." A subrecipient is required to inform the federal agency immediately of any information received from any source alleging a violation of this condition. The federal agency may unilaterally terminate this award, without penalty, if a subrecipient is determined to have violated this condition.

III. PROGRAM SPECIFIC ASSURANCES

This Agreement is nontransferable. Neither DPI nor SFA has an obligation to renew this Agreement. This Grant Program Participation Agreement is between the School Food Authority (SFA) named above and the Wisconsin Department of Public Instruction (DPI). SFA agrees:

1. It has the authority to enter this Agreement to participate in the grant program named above as authorized by Section 19 of the Richard B. Russell National School Lunch Act.
2. To continue participation in the National School Lunch Program (NSLP) and has the authority to enter this Agreement to participate in the grant program named above as authorized by the Consolidated Appropriations Act, 2022, (Public Law 116-94)
3. To abide by all the requirements set forth in the USDA's Fresh Fruit and Vegetable Program Handbook for Schools, available at:
<https://dpi.wi.gov/sites/default/files/imce/school-nutrition/pdf/ffvp-handbook.pdf>.
4. To abide by all of the requirements for administering the grant program as set forth in Section 19 of the Richard B. Russell National School Lunch Act, additional guidance, regulations, and memoranda provided by the USDA Food and Nutrition Service, and any subsequent laws pertaining to the grant program.
5. To use the grant funds received only for allowable program expenses in accordance with all applicable state and federal statutes, regulations, and grant rules.
6. To use grant funds received to supplement services and not supplant funds received from nonfederal sources, meaning grant funds will be used to add to (supplement) and not replace (supplant) state and local funds. In other words, the grant funds are not meant to substitute for state and local funds, but rather provide an additional layer of support.
7. To ensure that all entities providing lower tier covered services as part of the services and programs that are paid for with grant program funds are not debarred, suspended, proposed for debarment., declared ineligible to receive federal funds, or voluntarily excluded
8. To cooperate in carrying out all evaluations, monitoring, and audits of the program as may be required for DPI, the State of Wisconsin, and the federal government to administer the grant, and correct any and all deficiencies identified through the evaluations, monitoring, and audits.
9. To maintain records detailing the grant funds received and disbursed, the services and programs provided, the providers of the services and programs, related contracts, deliveries and disputes and all other data related to the services and programs, and afford access to such records as DPI may find necessary to carry out its duties.
10. To comply with all civil rights, nondiscrimination, and equal opportunity laws.
11. To administer the funds received through the grant program as not to discriminate on the basis of race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.
12. To prorate the grant share of the cost of requested equipment proportionately with the benefit the SFA's federally assisted school food service operations will receive from the equipment's use if equipment is shared with other non-school activities as determined by the accurate representation of equipment use in application.
13. To provide grant funds only to the schools listed in Attachment A hereto, which are under SFA's jurisdiction, for purposes allowed by the grant program.
14. To file financial reports and claims for reimbursement to DPI in accordance with the procedures proscribed by DPI.

15. To use fiscal control and accounting procedures that will ensure proper disbursement of, and accounting for, the grant funds.
16. To ensure that no board or staff member of SFA participates in, or makes recommendations with respect to, an administrative decision

regarding services and programs if such decision can be expected to result in any benefit or remuneration, such as a royalty, commission, contingent fee, brokerage fee, consultant fee, or other benefit to him or her or any member of his/her immediate family.

IV. CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements: By signing this Application the SFA agrees and certifies to the best of his or her knowledge and belief, that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the SFA, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the SFA shall complete Standard Form-LLL, "Disclosure of Lobbying Activities," found in section VII. Disclosure of Lobbying Activities of this application in accordance with its instructions.

(3) The SFA shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and

cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The SFA states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," found in section VII. Disclosure of Lobbying Activities of this application in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

If your SFA has lobbying activities to disclose, complete Disclosure of Lobbying Activities form.

IV. ASSURANCE OF CIVIL RIGHTS COMPLIANCE

The Selected Bidder and Local Agency hereby agrees that it will comply with:

- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.);
- ii. Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.);
- iii. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794);
- iv. Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.);
- v. Title II and Title III of the Americans with Disabilities Act (ADA) of 1990 as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12131-12189);
- vi. Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency." (August 11, 2000);
- vii. All provisions required by the implementing regulations of the Department of Agriculture (USDA) (7 CFR Part 15 et seq.);
- viii. Department of Justice Enforcement Guidelines (28 CFR Parts 35, 42 and 50.3);
- ix. Food and Nutrition Service (FNS) directives and guidelines to the effect that, no person shall, on the grounds of race, color, national origin, sex (including gender identity and sexual orientation), age, or disability, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any program or activity for which the Program applicant receives Federal financial assistance from USDA; and hereby gives assurance that it will immediately take measures necessary to effectuate this Agreement.
- x. The USDA non-discrimination statement that in accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs).

This assurance is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants, and loans of Federal funds, reimbursable expenditures, grant, or donation of Federal property and interest in property, the detail of Federal personnel, the sale and lease of, and the permission to use Federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration that is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with Federal financial assistance extended to the Program applicant by USDA. This includes any Federal agreement, arrangement, or other contract that has as one of its purposes the provision of cash assistance for the purchase of food, and cash assistance for purchase or rental of food service equipment or any other financial assistance extended in reliance on the representations and agreements made in this assurance.

By accepting this assurance, the local agency agrees to compile data, maintain records, and submit records and reports as required, to permit effective enforcement of nondiscrimination laws and permit authorized USDA personnel during hours of program operation to review and copy such records, books, and accounts, access such facilities and interview such personnel as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, the State agency shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the applicant, its successors, transferees and assignees as long as it receives assistance or retains possession of any assistance from USDA. By signing this application, the person or persons whose signatures appear in the signature section of this application are authorized to agree to this assurance on behalf of the applicant's organization for which this assurance section is binding.

	V. APPLICATION CERTIFICATION/SIGNATURE	
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Agency Code	Name of School Food Authority	CESA No.
School Food Authority Mailing Address <i>Street</i>		<div style="display: flex; justify-content: space-between;"> <div><i>City</i></div> <div><i>State</i></div> <div><i>Zip</i></div> </div>

I, THE LEA ADMINISTRATOR, have carefully read and understand terms, conditions, instructions, regulations, and information described in the Application, and by signing this application I certify the SFA complies with the requirements contained in this application, and attests to the following:

- I. All information contained in this application is complete and accurate.
- II. All necessary assurances of compliance with applicable state and federal statutes, rules, and regulations will be met; that I am authorized by the agency designated in this application to bind the agency to the certifications and assurances contained in this application; and, that the indicated agency designated in this application is authorized to administer this grant.
- III. The listed assurances have been satisfied and that all facts, figures, and representation in this application are correct to the best of my knowledge.
- IV. If awarded grant funds, the SFA is authorized to receive and administer grant funds.
- V. The schools listed in the grant application are under SFA's jurisdiction.
- VI. If awarded grant funds the SFA will only provide grant funds to the school(s) named in the grant application and all schools listed are qualified to receive grant funds for the purposes described in SFA's grant application.

I FURTHERMORE, HEREBY ATTEST this attestation, all attachments hereto, all terms and conditions will be followed in accordance with application requirements including other participation in other applicable federal and state programs.

Name of SFA Administrator <i>Print</i>	Signature of SFA Administrator ➤	Date Signed <i>Mo./Day/Yr.</i>
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	VI. ATTESTATION OF UNDERSTANDING GRANT REQUIREMENTS	
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I, THE SFA AUTHORIZED REPRESENTATIVE, signing below attest I have carefully read and understand terms, conditions, instructions, regulations, and information described in this Application and I attests to the following:

- I. All information contained in this application is complete and accurate.
- II. All necessary assurances of compliance with applicable state and federal statutes, rules, and regulations will be met;
- III. The listed assurances have been satisfied and all facts, figures, and representation in this application are correct to the best of my knowledge.
- IV. If awarded grant funds, the SFA is authorized to receive and administer grant funds.
- V. The schools listed in the grant application are under SFA's jurisdiction.
- VI. If awarded grant funds the SFA will only provide grant funds to the school(s) named in the grant application and all schools listed are qualified to receive grant funds for the purposes described in SFA's grant application.

Name of SFA Authorized Representative <i>Print</i>	Signature of Authorized Representative ➤	Date Signed <i>Mo./Day/Yr.</i>
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I, THE SFA FOOD SERVICE DIRECTOR, signing below attest I have carefully read and understand terms, conditions, instructions, regulations, and information described in this Application and I attests to the following:

- I. All information contained in this application is complete and accurate.
- II. All necessary assurances of compliance with applicable state and federal statutes, rules, and regulations will be met;
- III. The listed assurances have been satisfied and all facts, figures, and representation in this application are correct to the best of my knowledge.
- IV. If awarded grant funds, the SFA is authorized to receive and administer grant funds.
- V. The schools listed in the grant application are under SFA's jurisdiction.
- VI. If awarded grant funds the SFA will only provide grant funds to the school(s) named in the grant application and all schools listed are qualified to receive grant funds for the purposes described in SFA's grant application.

Name of SFA Food Service Director <i>Print</i>	Signature of Food Service Director ➤	Date Signed <i>Mo./Day/Yr.</i>
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ATTACHMENT A
GRANT PROGRAM PARTICIPATION AGREEMENT
SCHOOLS APPLYING FOR GRANT FUNDING

Grant Program: Fresh Fruit and Vegetable Program

School Name	School Address <i>Street, City, State, ZIP</i>	
Name of School Principal	Signature of School Principal ➤	Date Signed <i>Mo./Day/Yr.</i>
School Name	School Address <i>Street, City, State, ZIP</i>	
Name of School Principal	Signature of School Principal ➤	Date Signed <i>Mo./Day/Yr.</i>
School Name	School Address <i>Street, City, State, ZIP</i>	
Name of School Principal	Signature of School Principal ➤	Date Signed <i>Mo./Day/Yr.</i>
School Name	School Address <i>Street, City, State, ZIP</i>	
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Name of School Principal	Signature of School Principal ➤	Date Signed <i>Mo./Day/Yr.</i>
School Name	School Address <i>Street, City, State, ZIP</i>	
Name of School Principal	Signature of School Principal ➤	Date Signed <i>Mo./Day/Yr.</i>

Attach additional copies of this Attachment A as needed.

This Attachment A must accompany the Grant Program Participation Agreement.