

AMENDMENT TO FIXED PRICE FOOD SERVICE MANAGEMENT COMPANY CONTRACT FOR USDA FRESH FRUIT AND VEGETABLE PROGRAM (FFVP)

This “*Amendment*” is between School Food Authority (SFA) 408007 Central City Cyber School and Food Service Management Company (FSMC) _____ for the purposes of adding the SFA’s participation in the Fresh Fruit and Vegetable Program (FFVP) to the FSMC contract.

The parties now desire to amend the FSMC contract dated July 1, 2023 (FSMC effective date). In consideration of the promises contained therein, the parties hereto agree to amend FSMC contract as follows:

All terms and conditions contained in the FSMC contract shall remain unchanged and in full force and effect, including the option to renew this Amendment along with the FSMC contract.

The cost to the SFA for the FFVP for the school year shall be a fixed annual FFVP administrative fee of: \$_____ plus the costs of produce and associated items as described in the section C: “*Allowable Costs, Cost Thresholds, and Reporting*”, subsection 1: “*Produce*” and subsection 2: “*Costs incurred*” of this Amendment.

Invoices will be paid based on terms and conditions described in the FSMC contract.

Program Description: The FFVP provides children with a variety of fresh fruits and vegetables. The FFVP is supported primarily by grants from the USDA which the SFA apply for each school year. The level of funding is dependent upon the SFA’s enrollment and the availability of funding by the USDA.

A complete description of the FFVP and recorded instructional webinars are on the Wisconsin Department of Public Instruction’s FFVP website at the following link: <http://dpi.wi.gov/school-nutrition/ffvp>. Parties to this Amendment must operate the FFVP in compliance with applicable rules and regulations.

Purpose: The purpose of the FFVP is to expand and increase the variety and amount of fruits and vegetables children experience and consume. Combined with nutrition education and a reinforcement of healthful eating habits, the program emphasizes the long-term goals of positively influencing children's life-long eating habits and combating childhood obesity.

FFVP Eligibility: Public and non-profit private elementary schools claiming 50 percent or greater free and/or reduced price meals are eligible for this program. Schools with higher percentage of students certified for free and reduced price meals will be given priority over schools with lower percentages of free and/or reduced price meals.

Fresh Fruit and Vegetable Program Compliance

The SFA and the FSMC must ensure compliance with all applicable FFVP rules and regulations, guidelines, memorandums, including but not limited to, the following:

1. **Spending Plan (Allocation A and B Budgets):** The SFA must submit spending plans for each allocation received by the SFA for each site participating in the FFVP to the Wisconsin Department of Instruction, School Nutrition Team (DPI - SNT) by the dates indicated in the DPI-SNT memo sent to participating schools in the FFVP. The FSMC must submit spending plans to the SFA that allows the SFA enough time to submit spending plans to DPI-SNT by each of the deadlines. The spending plans must detail how allocated funds will be spent throughout the program year and identify all produce costs, operating costs, and administrative costs.

2. **Geographic Preference:** When purchasing produce, consideration may be made to procure locally grown produce for the FFVP. Local is defined as produce items grown in Wisconsin. This geographic preference shall not limit competition to only Wisconsin. However, local procurement strategies and preferences (when allowable) shall be used whenever possible.

3. **Allowable Costs, Cost Thresholds, and Reporting:**

The allowable costs: The following are allowable costs. The FSMC must submit to the SFA a monthly invoice for the actual allowable costs associated with operating the FFVP and reported in the following manner:

1. **Produce:**

Cost Thresholds: At least eighty percent (80%) of the costs invoiced to the SFA must be used to purchase produce. Costs invoiced must meet this minimum threshold.

Reporting: FSMC will need to provide detailed statement of the following costs:

1. Produce costs
2. Non-produce food costs (example: low fat or fat free dips)

3. **Costs Incurred:**

Cost Thresholds: Up to twenty percent (20%) of the costs invoiced may be used for other costs incurred. Costs invoiced exceeding this threshold are unallowable and will be the responsibility of the FSMC and not the SFA.

Reporting: FSMC will need to provide detailed statement of the following costs:

4. Direct labor costs in preparing and serving produce
5. Small supply costs, such as napkins, plates, utensils, peelers, knives, cutting boards, etc.
6. Small equipment costs (< \$250), such as carts, shelving, etc.

7. **Administrative Costs:**

Cost Thresholds: Of the “Costs Incurred”, not more than ten percent (10%) of those funds invoiced may be used for administrative costs. Costs invoiced exceeding this threshold are unallowable and will be the responsibility of the FSMC and not the SFA.

Reporting: FSMC will need to provide detailed statement of the following costs:

8. Administrative costs, such as indirect labor spent on purchasing produce, planning, and claim reconciliation
9. Large equipment costs ($\geq \$250$), such as refrigerators, coolers, etc. Prior approval by DPI-SNT is required

Additional guidance and requirements for the FFVP can be found in attachment A: *"USDA Memo RE: Fresh Fruit and Vegetable Program Fees in FSMC Contracts."*

10. **Submission of Claims:** In order for the SFA to receive reimbursement, all costs must be actual costs and supported by adequate documentation. This documentation must be submitted with the invoice. An invoice submitted to the SFA without adequate documentation will be returned to the FSMC. The FSMC will need to provide missing documentation before invoice will be paid by the SFA. SFA has a limited amount of time to submit claims to DPI-SNT for reimbursement; SFA must submit claims online to DPI-SNT for payment within sixty (60) days after the end of the claiming period.
11. **Nutrition Education:** Nutrition education must be incorporated into the FFVP. Resources for this requirement can be found on DPI-SNT's Nutrition Education Resources website on the following link:
<http://dpi.wi.gov/school-nutrition/ffvp/nutrition-education>.
12. **Serving Schedule:** SFA and FSMC will work together to develop a FFVP serving schedule. Serving schedule for FFVP must start on the first full week of the school year. On scheduled days for FFVP produce must be made available to students during the school day. Produce must be provided separately from the lunch or breakfast meal services, in one or more areas of the school during the official school day. FFVP must be served at least twice per week, and the program must begin during the first full week of the school year.
13. **Execution of Amendment:** All other terms and conditions contained in the FSMC contract shall remain unchanged and in full force and effect except for those amended by this Amendment. By signing below all parties have agreed to the changes contained in this Amendment to the FSMC contract.

SFA

Name of Authorized Representative:

Signature of Authorized Representative:

Title: _____

FSMC

Name of Authorized Representative:

Signature of Authorized Representative:

Title: _____

Date: _____

Date: _____

Note: A copy of this amendment must be provided to:

Department of Public Instruction
School Nutrition Team
125 S. Webster Street
P.O. Box 7841
Madison, WI 53707-7841

Advice of Counsel: Each party acknowledges that, in executing this amendment, such party has had the opportunity to seek the advice of independent legal counsel, and has read and understood all of the terms and provisions of this amendment. Wisconsin Department of Public Instruction (DPI) is not a party to any contractual relationship between a SFA and a FSMC. DPI is not obligated, liable, or responsible for any action or inaction taken by a SFA or FSMC based on this prototype amendment. DPI's review of the amendment is limited to assuring compliance with federal and state procurement requirements. The DPI does not review or judge the fairness, advisability, efficiency, or fiscal implications of the amendment.



