



State of New Jersey

DEPARTMENT OF AGRICULTURE
DIVISION OF FOOD AND NUTRITION
PO BOX 334
TRENTON NJ 08625-0334

PHILIP D. MURPHY
Governor
SHEILA Y. OLIVER
Lt. Governor

DOUGLAS H. FISHER
Secretary

CHILD AND ADULT CARE FOOD PROGRAM - PERMANENT AGREEMENT ADDENDUM

AGREEMENT NUMBER: ___ - ___ - ___ **INSTITUTION LEGAL NAME:** _____

LEGAL BUSINESS ADDRESS:

In order to accomplish the purpose of the Child and Adult Care Food Program, authorized by Section 17 of the National School Lunch Act and the Child Nutrition Act of 1966 and the Amendments to the above acts, and regulated by 7 CFR Part 226 (current regulations may be found at: <https://www.fns.usda.gov/part-226-child-and-adult-care-food-program>), the New Jersey Department of Agriculture, Division of Food and Nutrition, hereinafter referred to as the Department, and the Institution whose name and address appear above, hereinafter referred to as the Institution, contract and agree to the following:

The parties agree to the following amendments to the terms and conditions of the Permanent agreement and agree to be bound by these amendments:

1. POLICY STATEMENT

The Child and Adult Care Food Program is a federal program of the Food and Nutrition Service, United States Department of Agriculture.

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, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

- (1) mail: U.S. Department of Agriculture,
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410;
- (2) fax: (202) 690-7442; or
- (3) email: program.intake@usda.gov.

This institution is an equal opportunity provider.

I certify that this institution serves the same meals at no separate charge (Free) to all participants in the Child and Adult Care Food Program regardless of race, color, national origin, sex, age, or disability, and that there is no discrimination in the course of the meal service.

*If your institution charges separately for meals, do not sign this form. Contact Child and Adult Care Food Program immediately for specific procedures.

2. RENEWAL APPLICATION SUBMISSION DEADLINE DATES

ALL INSTITUTIONS ARE REQUIRED TO SUBMIT COMPLETED CACFP RENEWING INSTITUTION APPLICATIONS TO THE STATE OF NEW JERSEY, VIA THE CACFP ONLINE CARES SYSTEM NO LATER THAN SEPTEMBER 30TH PRIOR TO EACH NEW AGREEMENT YEAR.

Submission of incomplete applications, and/or inaccurate information, will result in the delay or possible forfeiture of reimbursement requested by the applicant.

Per 7 CFR 226.6(c)6...That the State agency will not pay any claims for reimbursement for eligible meals served or allowable administrative expenses incurred until the State agency has approved the institution's application and the institution has signed a Program agreement;

3. CIVIL RIGHTS COMPLIANCE

The Program applicant hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by the regulations of the Department of Agriculture (7 CFR Part 15), DOJ (28) CFR Parts 42 and 50) and FNS directives or regulations issued pursuant to that Act and the regulations, to the effect that, no person in the United States shall, on the ground of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under any program or activity for which the Program applicant received Federal financial assistance from USDA; and hereby gives assurance that it will immediately take any measures necessary to fulfill this agreement.

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 Program applicant agrees to compile data, maintain records, and submit reports as required, to permit effective enforcement of nondiscrimination laws and permit authorized USDA personnel during hours of program operation to review such records, books, and accounts as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, the Department of Agriculture, FNS, shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Program applicant, its successors, transferees, and assignees as long as it receives assistance or retains possession of any assistance from USDA. The person or persons whose signatures appear below are authorized to sign this assurance on the behalf of the Program applicant.

4. PROCUREMENT THRESHOLDS

All Child and Adult Care Food Program applicants acknowledge to abide by all Program Federal Regulations, 7 CFR part 226.21-22, 2 CFR part 200, subpart D and USDA implementing regulations 2 CFR part 400 and part 415 procurement standards to ensure that institutions which utilize federal funds, purchase equipment, supplies, goods and services efficiently, economically and in compliance with the provisions of federal law and executive orders. Procurements made by public institutions must comply with applicable State or local laws and standards set forth in 7 CFR part 226.21-22, 2 CFR part 200, subpart D and USDA implementing

regulations 2 CFR part 400 and part 415. Procurements made by private institutions must comply with standards set forth in 7 CFR part 226.21-22, 2 CFR part 200, subpart D and USDA implementing regulations 2 CFR part 400 and part 415.

These standards are derived at the federal level from the Office of Management and Budget by Super-Circular 78 FR 78590 and are designed to maximize open and free competition. These standards must be used for the purchase of products or services with federal funds from any source. Child and Adult Care Food Program reimbursement may only be used for allowable costs related to your food program, such as food or food service equipment, but these standards must be followed for all purchases made with federal funds.

Based on these regulations and USDA policy memorandum CACFP 07-2019, federal micro-purchase and simplified acquisition thresholds (SATs) for procurement have been adjusted. Federal micro-purchase and SATs are as follows:

- Federal micro-purchase threshold - \$10,000 or less; and
- Federal SAT (as also known as the small purchase threshold) - \$250,000 or less.

The micro-purchase threshold refers to purchases of supplies or services using simplified acquisition procedures, not to exceed an established amount pursuant to the Office of Management and Budget (OMB) Government-wide Guidance for Grants and Agreements (“Uniform Guidance”) at 2 CFR 200.67 (Micro-purchase). The simplified acquisition threshold refers to purchases of property or services using small purchase methods not to exceed an established amount pursuant to 2CFR 200.88 (Simplified acquisition threshold). State and local agencies may set a lower small purchase threshold and thereby impose more restrictive procurement procedures as authorized by 2 CFR 200. Therefore, all State and local procurement requirements still apply.

The applicant certifies that the Institution shall operate a nonprofit food service and shall use all income accrued from the Child and Adult Care Food Program solely for the operation or improvement of the food service. If the Institution contracts for the entire meal, with or without milk, and if the total procurement costs exceed \$250,000 for for-profit agencies or \$250,000 for nonprofit agencies, the Institution shall use the “New Jersey Child and Adult Care Food Program Invitation for Bid and Standard Contract” provided by the Department, and shall adhere to the procurement standards set forth in the “Instructions – New Jersey Child and Adult Care Food Program Invitation for Bid and Standard Contract” also provided by the department.

The applicant further certifies that if the Institution contracts for the entire meal, with or without milk, and if the total procurement costs exceed \$10,000 but do not exceed \$250,000, the Institution shall use the “New Jersey Child and Adult Care Food Program Small Purchase Contract” provided by the Department.

5. AUDIT COMPLIANCE

For all Institutions, also known as subrecipients, the following audit requirements will apply to both nonprofit and for-profit institutions:

- If the sub-recipient expended \$750,000 or more in federal funds during its fiscal year and all of the funds came from CACFP, then a program specific audit or a single audit will be required to be submitted to the FAC and NJDA.
- If the sub-recipient expended \$750,000 or more in federal funds, which included CACFP and other federal funds, or if the sub-recipient expended \$750,000 in state funds (in addition to CACFP funds), then a single audit would be required to be submitted to the FAC and the cognizant agency.
- If the sub-recipient expended less than \$750,000 in federal funding and less than \$750,000 in state funding during its fiscal year, but the combined total federal and state funding expended was greater than \$100,000, then a Yellow Book Financial Statement audit would be required to be submitted directly to the cognizant agency.
- If the sub-recipient expended less than \$750,000 during its fiscal year and all of the funds came from CACFP, then no audit is required.

NOTE: State funds expended during the sub-recipient's fiscal year derived from a vendor relationship are not subject to the above audit requirements. Determination of a vendor relationship status of funds expended can only be made by the cognizant agency, in conjunction with the other funding agency or agencies, if necessary.

The completed audit is due to the cognizant agency (the agency that provided the sub-recipient with the most funding for the sub-recipient's fiscal year) within 9 months of your fiscal year end and the audit shall be submitted to the FAC. The Audit must be performed by an independent New Jersey licensed peer-reviewed CPA. Audit costs are not reimbursable from the CACFP program. Failure to comply with audit requirements could result in fiscal action to your Institution and/or a seriously deficient determination. For additional questions or guidance regarding audit compliance, please contact Beatris Garcia via email at: Beatris.garcia@ag.nj.gov.

This agreement addendum extends the terms and conditions of the original contract agreement between the parties beginning with the fiscal year 2020 agreement and forward, to include all subsequent fiscal years in perpetuity.

I CERTIFY THAT THE INFORMATION ON THIS FORM IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE. I UNDERSTAND THAT THIS INFORMATION IS BEING GIVEN IN CONNECTION WITH THE RECEIPT OF FEDERAL FUNDS AND THAT DELIBERATE MISREPRESENTATION MAY SUBJECT ME TO PROSECUTION UNDER APPLICABLE STATE AND FEDERAL CRIMINAL STATUTES. THE PROGRAM MUST BE MADE AVAILABLE TO ALL CHILDREN REGARDLESS OF RACE, COLOR, NATIONAL ORIGIN, SEX, AGE, OR DISABILITY. IT IS THE INSTITUTION'S RESPONSIBILITY TO INFORM THE STATE AGENCY OF CHANGES IN PROGRAM OPERATIONS.

Signature on behalf of the Institution:

Signatures on behalf of the New Jersey Department of Agriculture:

Signature of Institution Representative
Authorized to Sign Contractual Agreement

 Dr. Carrie I. Freeman-Wright
 Laura Insley
Assistant Coordinator
Child and Adult Care Food Program

Date

Date

Print Institution Representative Name

Stephanie Mullin
State Coordinator
Child and Adult Care Food Program

Date

Title of Institution Representative Authorized to
Sign Contractual Agreements

Agreement #

Legal Name of Institution