

STATE OF NEW JERSEY  
DEPARTMENT OF CHILDREN AND FAMILIES  
ANNEX B-2: CONTRACT RATE INFORMATION SUMMARY

0280 & 2934

PROVIDER: Brick Twp. Board of Education

DATE: December 12, 2016

CONTRACT #: 17CNQE

THIS ANNEX B-2 SUPERSEDES THE  
ANNEX B-2 DATED: 11/15/16

FEDERAL I.D. #: 21-600-0220

SECTION I: RATES  
(THESE RATES ARE SUBJECT TO THE CONDITIONS IN SECTIONS II AND III BELOW.)

PROGRAM/SERVICE	UNIT OF SERVICE	RATE PER SERVICE UNIT	TYPE OF RATE	EFFECTIVE PERIOD	
				FROM	TO
Reg. Ed. 8	School Days	\$71.53 per diem	Provisional	9/6/16	6/30/17
Transportation	School Days	\$1.49 per diem	Provisional	9/6/16	6/30/17
Kindergarten	School Days	\$60.83 per diem	Provisional	9/6/16	6/30/17

SECTION II: CONTRACT STIPULATIONS

- A. THE SERVICE CAPACITY OF THE PROVIDER AGENCY IS        FOR THE TERM OF THIS CONTRACT. (CHECK HERE IF NOT APPLICABLE: X.)
- B. THE PROVIDER AGENCY SHALL SUBMIT TO THE DEPARTMENT A ( ) MONTHLY, ( ) QUARTERLY, ( ) SEMI-ANNUAL, ( ) ANNUAL REPORT CERTIFYING TO THE ACTUAL PROGRAM EXPENDITURES CONSISTENT WITH THE PROVIDER'S APPROVED BUDGET SET FORTH IN THE CONTRACT BUDGET. THIS REPORT IS DUE        DAYS AFTER THE END OF THE REPORTING PERIOD. (CHECK HERE IF PERIODIC EXPENDITURE REPORTING IS NOT APPLICABLE: X.)
- C. THE PROVIDER AGENCY SHALL SUBMIT TO THE DEPARTMENT A ( ) MONTHLY, ( ) QUARTERLY, ( ) SEMI-ANNUAL, ( ) ANNUAL REPORT CERTIFYING TO THE ACTUAL UNITS OF SERVICE DELIVERED DURING THE REPORTING PERIOD. THIS REPORT IS DUE        DAYS AFTER THE END OF THE REPORTING PERIOD. (CHECK HERE IF PERIODIC LEVEL OF SERVICE REPORTING IS NOT APPLICABLE: X.)
- D. OTHER: At the end of each month, the provider agency shall submit a signed invoice(s) for the number of possible days the state responsible student(s) could have attended. Final invoice(s) for the contract period shall be post-marked within 15 calendar days of the last day of the contract period.

SECTION III: GENERAL

- A. LIMITATIONS: USE OF THE RATE(S) CONTAINED IN THIS ANNEX IS SUBJECT TO ANY STATUTORY OR ADMINISTRATIVE LIMITATIONS. ACCEPTANCE OF THE RATE(S) AGREED TO HEREIN IS PREDICATED ON THE CONDITION THAT NO INFORMATION FURNISHED BY THE PROVIDER AGENCY AND USED IN THE ESTABLISHMENT OF THE RATE(S) AS APPLICABLE IS FOUND TO BE MATERIALLY INCOMPLETE OR INACCURATE. IN ADDITION, IF THE RATE(S) AGREED TO HEREIN WAS/WERE CALCULATED BASED ON COSTS CONTAINED IN THE CONTRACT BUDGET (ANNEX B), ACCEPTANCE OF THE RATE(S) IS PREDICATED ON THE CONDITIONS THAT: (1) NO COSTS OTHER THAN PROVIDER AGENCY COSTS WERE INCLUDED IN THE ANNEX B AS FINALLY ACCEPTED; (2) ALL COSTS REFLECTED IN THE CONTRACT'S REIMBURSABLE CEILING ARE ALLOWABLE UNDER THE GOVERNING COST PRINCIPLES; AND (3) SIMILAR TYPES OF COSTS WERE ACCORDED CONSISTENT ACCOUNTING TREATMENT.
- B. TYPES OF RATES:
1. PROVISIONAL: A PROVISIONAL RATE IS A TEMPORARY OR INTERIM RATE AND IS SUBJECT TO ADJUSTMENT ON THE BASIS OF A FINAL RATE CALCULATED WHEN ACTUAL COSTS ARE REPORTED.
  2. FIXED: A FIXED RATE IS A PERMANENT RATE, NOT SUBJECT TO ADJUSTMENT, WHICH IS AGREED TO FOR A SPECIFIED FUTURE PERIOD, USUALLY ONE YEAR.
- C. NOTIFICATION OF STATE AGENCIES: COPIES OF THIS DOCUMENT MAY BE FURNISHED TO OTHER STATE AGENCIES AS A MEANS OF NOTIFYING THEM OF THE INFORMATION IT CONTAINS.
- D. SPECIAL REMARKS:
1. IF THE OFFICE OF EDUCATION IS NOT NOTIFIED BY TELEPHONE OR FAX ON THE FIFTH CONSECUTIVE DAY OF A STUDENT'S ABSENCE FROM THE EDUCATION PROGRAM, THE OFFICE OF EDUCATION WILL NOT BE LIABLE FOR TUITION PAYMENTS BEYOND THE STUDENT'S LAST DAY OF ATTENDANCE.
  2. THE OFFICE OF EDUCATION WILL NOT BE LIABLE FOR TUITION PAYMENTS BEYOND A STUDENT'S RESIDENTIAL DISCHARGE DATE.

STATE OF NEW JERSEY  
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OFFICE OF EDUCATION

ANNEX A

EDUCATIONAL SERVICES

**PROVIDER AGENCY:** Brick Twp. Board of Ed.    **DATE:** December 12, 2016

**ADDRESS:** 101 Hendrickson Ave.    **FEDERAL I.D. #:** 21-600-0220

Brick, NJ 08724-2599    **TELEPHONE #:** (732)785-3000

**CONTRACT #:** 17CNQE

**CONTRACT TERM:** September 6, 2016    to    June 30, 2017

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Each student who is eligible under the State Facilities Education Act and/or who is determined to be State responsible by the New Jersey Department of Education shall be provided an approved and appropriate educational program in accordance with pertinent statutes and regulations such as NJSA 18A, NJAC 6A:14, NJAC 6A:27 and NJAC 6A:17.

The school year shall consist of at least 180 days of instruction commencing on Sept. 6, 2016 and concluding on June 30, 2017. Students enrolled and discharged during the school year will have the cost of their educational tuition pro-rated.

Final invoice(s) for the contract period shall be post-marked within 15 calendar days of the last day of the contract period.

New Jersey State Facilities Education Act/State Responsible eligible student(s) as of the date of this contract are:

\_\_\_\_\_  
(signature)

James Edwards  
(type name)

School Bus. Admin./Bd. Secretary  
(title)

\_\_\_\_\_  
(date)

\_\_\_\_\_  
(signature)

Kelley Michalowski  
(type name)

Director  
(title)

\_\_\_\_\_  
(date)

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**AGREEMENT SIGNATURES AND DATES**

The terms of this Agreement have been read and understood by the persons whose signatures appear below. The parties agree to comply with the terms and conditions of the Agreement as written in Sections I through VIII, the attached Addendum and Guidelines, and any related Annex (es).

BY: \_\_\_\_\_  
(Signature)

James Edwards  
(type name)

TITLE: School Bus. Admin./Bd. Sec.

PROVIDER  
AGENCY: Brick Twp. Board of Education

DATE: \_\_\_\_\_

BY: \_\_\_\_\_  
(Signature)

Kelley Michalowski  
(type name)

TITLE: Director

DEPARTMENTAL  
COMPONENT: Office of Education

DATE: \_\_\_\_\_

Agreement Begins: 9/6/16

Agreement Ends: 6/30/17

Agreement Number: 17CNQE

**STATE OF NEW JERSEY  
DEPARTMENT OF CHILDREN AND FAMILIES**

**EDUCATIONAL SERVICES CONTRACT AGREEMENT**

This Agreement is effective as of the date recorded on the signature page between the Department of Children and Families and the Provider Agency identified on the signature page.

WHEREAS the New Jersey Department of Children and Families and its Departmental Component, the Office of Education, are authorized by the N.J.S.A. 18A:7B-1 et seq., the State Facilities Education Act, to be responsible for the funding, implementation, and administration of certain educational programs and services for Eligible Students, including the programs and services covered by this Agreement; and

WHEREAS the Department desires the provision of services and the Provider Agency agrees to provide those services in accordance with the terms and conditions contained in this Agreement;

THEREFORE the Department and the Provider Agency agree as follows:

**I. Definitions**

For the purpose of this document, the following terms, when capitalized, shall have meanings as stated:

Agreement means this document, the Annex(es), any additional appendices or attachments (including any approved assignments, subcontracts or modifications) and all supporting documents.

Department means the Department of Children and Families.

Notice means an official written communication between the Department and the Provider Agency. All Notices shall be delivered in person or by certified mail, return receipt requested, and shall be delivered to the persons and addresses specified for such purposes in the Annex(es) or to such other persons as either party may designate in writing.

Termination means an official cessation of this Agreement, resulting either from routine expiration or from action taken by the Department or the Provider Agency, in accordance with provisions contained in this Agreement to nullify the Agreement prior to term.

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**II. Basic Obligation of the Department**

Payment for delivered educational services shall be made in accordance with the rate per unit of service specified in the Annex(es) and with applicable State Statutes and regulations regarding the cost of educational services. Such payments shall be authorized by the Department according to the time frames specified in the Annex(es). Payment shall not exceed the maximum Agreement amount, if any, specified in the Annex(es).

**III. Basic Obligations of the Provider Agency**

A. A Provider Agency located in the State of New Jersey shall provide educational services to eligible students in accordance with applicable New Jersey Statutes and regulations.

A Provider Agency located outside the State of New Jersey shall provide educational services to eligible students in accordance with applicable New Jersey Statutes and regulations and/or the applicable laws and regulations of the state in which the Provider Agency is located, as appropriate for the student.

B. The Provider Agency shall provide the Department with a monthly invoice and the appropriate documentation required by the Department to verify the services provided to the student(s) such as student enrollment and attendance reports, service logs, and timesheets.

**IV. Audit**

Upon written request of the Department, the Provider Agency must submit to the Department a copy of its most recent annual organization-wide audit report. All payment authorization under this Agreement shall be subject to revision on the basis of the organization-wide audit.

**V. Termination**

A. The Provider Agency or the Department may terminate this Agreement upon 60 calendar days advance written Notice to the other party. If the Agreement is terminated under this section, the Provider Agency shall settle all accounts with the Department.

B. The parties expressly recognize and agree that the Department's ability to honor the terms and conditions of this Agreement is contingent upon receipt of federal funds and/or appropriations of the State Legislature. If during the term of this Agreement, therefore, the federal and/or State government reduces its allocation to the Department, the Department reserves the right, upon notice to the Provider Agency, to reduce or terminate the Agreement.

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**VI. Indemnification**

The Provider Agency shall defend, indemnify and otherwise hold harmless the State of New Jersey, its agencies, departments, bureaus, boards, officials and employees from any and all claims or actions at law, whether for personal injury, property damage or liabilities, including the cost of defense (a) which arise from acts or omissions, whether negligent or not, of the Provider Agency or its agents, employees, servants, subcontractors, material suppliers or others working for the Provider Agency, irrespective of whether such risks are within or beyond the control of the Provider Agency, or (b) which arise from any failure to perform the Provider Agency's obligations under this Agreement or any improper performance. Notwithstanding the Provider Agency's responsibilities outlined above in this section, the State reserves the right to provide its own attorney(s) to assist in the defense of any legal actions which may arise as a result of this Agreement.

**VII. Sufficiency of Funds**

The Provider Agency shall recognize and agree that both the initial provision of funding and the continuation of such funding under the Contract is expressly dependent upon the availability to the Department of funds appropriated by the State Legislature from State and/or Federal revenue or such other funding sources as may be applicable. A failure of the Department to make any payment under its Contract with the Provider Agency or to observe and adhere to its performance obligation under the Contract as a result of the failure of the Legislature to appropriate the funds necessary to do so shall not constitute a breach of the Contract by the Department or default thereunder and the Department shall not be held financially liable therefore. In addition, future funding shall not be anticipated from the Department beyond the duration of the Contract with the Provider Agency and in no event shall the Contract be construed as a commitment by the Department to expend funds beyond the Termination date set therein.

**VIII. Executive Order No. 189**

Executive Order No. 189 establishes the expected standard of responsibility for all parties that enter into a contract with the State of New Jersey. All such parties must meet a standard of responsibility which assures that State and its citizens that such parties will compete and perform honestly in their dealings with the State and avoid conflicts of interest.

As used in this document, "provider agency" or "provider" means any person, firm, corporation, or other entity or representative or employee thereof which offers or proposes to provide goods or services to or performs any contract for the Department of Children and Families.

In compliance with Paragraph 3 of Executive Order No. 189, no Provider Agency shall pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity, or other thing of value of any kind to any State Officer or

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employee or special State Officer or employee, as defined by N.J.S.A. 52:13D-13b and e, in the Department of the Treasury or any other agency with which such Provider Agency transacts or offers or proposes to transact business, or to any member of the immediate family, as defined by N.J.S.A. 52:13D-13i of any such officer or employee, or any partnership, firm, or corporation with which they are employed or associated, or in which such officer or employee has an interest within the meaning of N.J.S.A. 52:13D-13g.

The solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any State Officer or employee or special State Officer or employee from any Provider Agency shall be reported in writing forthwith by the Provider Agency to the Attorney General and the Executive Commission of Ethical Standards.

No Provider Agency may, directly or indirectly, undertake any private business, commercial or entrepreneurial relationship with., whether or not pursuant to employment, contract or other agreement, express or implied, or sell any interest in such Provider Agency to, any State Officer or employee or special State Officer or employee having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to any State agency or any instrumentality thereof, or with any person, firm or entity with which he is employed or associated or in which he has an interest within the meaning of N.J.S.A. 52:13D-13g. Any relationships subject to this provision shall be reported in writing forthwith to the Executive Commission on Ethical Standards, which may grant a waiver of this restriction upon application of the State Officer or employee or special State Officer or employee upon a finding that the present or proposed relationship does not present the potential, actuality or appearance of a conflict of interest.

No Provider Agency shall influence, or attempt to influence or cause to be influenced, any State Officer or employee or special State Officer or employee in his official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.

No Provider Agency shall cause or influence, or attempt to cause or influence, any State Officer or employee or special State Officer or employee to use, or attempt to use, his official position to secure unwarranted privileges or advantages for the Provider Agency or any other person.

The Provisions cited above shall not be construed to prohibit a State Officer or employee or special State Officer or employee from receiving gifts from or contracting with Provider Agencies under the same terms and conditions as are offered or made available to members of the general public subject to any guidelines the Executive Commission on Ethical Standards may promulgate.