

New Jersey State Department of Education
Mandated "Tuition Contract"
(N.J.A.C. 6A:23A-18.5(a)13, N.J.S.A. 18A, N.J.A.C. 6A:14, N.J.A.C. 6A:27, N.J.A.C. 6A:17)
For a pupil placed by Department of Children and Families Office of Education in an
Approved school for students with disabilities or engaged service provider
(Tuition/services Paid by State of New Jersey)
 School Year (Any time period between July to June)
 Extraordinary Services (Any time period between July to June)
(Shall be used for both, mark one or both)

AGREEMENT dated this 17th day of January, 2019, between the Department of Children and Families Office of Education, in the County of Mercer in the State of New Jersey (hereinafter referred to as the "DCF Regional School"), and

Agency Name Brick Township Board of Education
Street Address 101 Hendrickson Avenue
City, State, Zip Brick, NJ 08724
Phone# (732) 785-3000 **Federal ID#** 21-600-0220 **Contract#** 19CNQE

If amended, this contract supersedes contract dated: _____

an approved school for students with disabilities (County, District & School Code 0530) in the State of New Jersey or service provider (hereinafter referred to as the "Approved School/Service Provider").

WITNESSETH

Now, therefore, in consideration of the covenants herein contained, the parties agree as follows:

1. The **Department of Children and Families Office of Education** agrees to purchase from the **Approved School/Service Provider** the educational services described in the pupil's individualized education program for (see **Attachment A**) a resident pupil from the **Department of Children and Families Office of Education**. The **Approved School/Service Provider** agrees to provide the educational services described in the pupil's individualized education program to (see **Attachment A**) in accordance with the applicable New Jersey Statutes and the rules and regulations of the State Board of Education.
2. This agreement shall be in effect for the **2018-2019** School Year. The educational services shall commence on September 5, 2018. Therefore, the total number of billable days will be 180.
3. Under the New Jersey Special Education Medicaid Initiative (SEMI) Program, the **Department of Children and Families Office of Education** shall bill Medicaid for the related services that the **Approved School/Service Provider** provides to pupils pursuant to this **Agreement** and in accordance with each pupil's individualized education program. The **Department of Children and Families Office of Education**, the **DCF Regional School** and the **Approved School/Service Provider** agree to comply with all the requirements promulgated by the Commissioner of Education and the State Board of Education, as applicable.
4. Tuition charges, as a part of this **Agreement**, as well as the payment of same, shall be made in accordance with the applicable New Jersey Statutes and the rules and regulations of the State Board of Education. Complete 4A for any time period a pupil is enrolled during the July through June school

year and, if applicable, 4B for extraordinary services for any time period a pupil is enrolled during the July through June school year.

- A. **July to June School Year** - The **Department of Children and Families Office of Education** agrees to pay the **Approved School/Service Provider** each month a tentative tuition charge based upon a per diem rate of **(see Attachment A)** for the total number of days such pupil was enrolled during the month. The per diem rate was determined by dividing the tentative tuition rate for the school year of **(see Attachment A)** by the estimated number of days school will be in session, but not less than 180 days (July through June) of **(see Attachment A)** and rounding to the nearest two decimal places. For July through August, if applicable, such pupil will be enrolled for **(see Attachment A)** days for a total tentative tuition charge of **(see Attachment A)**, and/or for September through June, if applicable, such pupil will be enrolled for **(see Attachment A)** days for a total tentative tuition charge of **(see Attachment A)**. The July through June total tentative tuition charge will be **(see Attachment A)**. For audit purposes, the number of days the **Approved School/Service Provider** was actually in session from July through June will be used to determine the per diem rate.
- B. **Extraordinary Services** - The **Department of Children and Families Office of Education** agrees to pay the **Approved School/Service Provider** each month a tentative service charge for extraordinary services based upon a per diem rate of **(see Attachment A)** for the total number of days such pupil was enrolled during the month the service was provided. The per diem rate was determined by dividing the estimated cost of the services for the school year (July through June) of **(see Attachment A)** by the estimated number of days school will be in session (July through June) of **(see Attachment A)** and rounding to the nearest two decimal places. For July through August, if applicable, such pupil will be enrolled for **(see Attachment A)** days for a total tentative service charge of **(see Attachment A)**, and/or for September through June, if applicable, such pupil will be enrolled for **(see Attachment A)** days for a total tentative service charge of **(see Attachment A)**. The July through June total tentative service charge will be **(see Attachment A)**. For audit purposes, the number of days the **Approved School/Service Provider** was actually in session from July through June will be used to determine the per diem rate.
- C. **Payment Options** – In accordance with N.J.A.C. 6A:23A-18.3(h), the **Approved School/Service Provider** has the option of billing in accordance with N.J.A.C. 6A:23A-18.3(h)3i or N.J.A.C. 6A:23A-18.3(h)3ii. The **Approved School/Service Provider** shall use the same option for all students enrolled in the **Approved School/Service Provider**. The option chosen is marked with an “X”:

N/A Option 1. In accordance with N.J.A.C. 6A:23A-18.3(h)3i, the **Department of Children and Families Office of Education** shall pay the **Approved School/Service Provider** for the disabled the tentative tuition charge no later than the first day of each month prior to the services being rendered. For a student already enrolled in the **Approved School/Service Provider**, the **Department of Children and Families Office of Education** shall pay the tentative tuition charge by the first day of the second month after services begin. A **Department of Children and Families Office of Education** that fails to pay tuition by the 60th day after a complete invoice for services rendered is submitted may be charged interest by the **Approved School/Service Provider** calculated at the rate of one percent per month on the unpaid balance.

For a student enrolled after the first of the month, the **Department of Children and Families Office of Education** shall pay the tentative tuition charge for the first two months of enrollment no later than 60 days after a complete invoice for services rendered is submitted. Payment in subsequent months is due by the first of each month prior to the services being

rendered. A **Department of Children and Families Office of Education** that fails to pay tuition by the 60th day after a complete invoice for services rendered is submitted may be charged interest by the **Approved School/Service Provider** calculated at the rate of one percent per month on the unpaid balance.

X Option 2. In accordance with N.J.A.C. 6A:23A-18.3(h)3ii, the **Department of Children and Families Office of Education** shall pay the **Approved School/Service Provider** the tentative tuition charge no later than 60 days after a complete invoice for services rendered is submitted. The **Department of Children and Families Office of Education** that fails to pay tuition by the 60th day after a complete invoice for services rendered is submitted may be charged interest by the **Approved School/Service Provider** calculated at the rate of one percent per month on the unpaid balance.

5. The **Approved School/Service Provider** agrees to provide the **Department of Children and Families Office of Education** with a monthly tuition bill based on a per diem rate times the number of enrolled days. The **Approved School/Service Provider** agrees to provide the **Department of Children and Families Office of Education** and the **DCF Regional School** with a monthly report showing this pupil's attendance. Monthly tuition bills shall include appropriate pupil identification and the total number of days each pupil was enrolled during the month.
6. The **Approved School/Service Provider** agrees to record this pupil's attendance in a public school register as required by the rules and regulations of the State Board of Education.
7. In order to verify the certified actual cost per pupil and final tuition rate charged per pupil, the **Approved School/Service Provider** agrees to have filed with the Department of Education postmarked on or before November 1 the school's certified audited financial statements prepared in the required form by a registered municipal accountant of New Jersey or a certified public accountant of New Jersey who shall hold an uncanceled registration license as a public school accountant for New Jersey. The school's certified audited financial statements shall be based on the July 1 to June 30 school year regardless of the fiscal year of the school. (N.J.A.C. 6A:23A-18.10)
8. The annual certified audited financial statements shall reflect a certified actual cost per pupil and a final tuition rate charged per pupil for the July through June school year in accordance with N.J.A.C. 6A:23A-18.1 et seq. If applicable, the school's certified audited financial statements shall also reflect the certified actual cost for the extraordinary service and the final tuition rate charged for the extraordinary service. The certified actual cost per pupil and a final tuition rate charged per pupil may be based on one tuition rate per school location for the school year or separate tuition rates by class type by school location for the school year, if approved in writing by the Department prior to July 1, 2017, in accordance with N.J.A.C. 6A:23A-18.3(b). In accordance with N.J.A.C. 6A:23A-18.3(a)2, if the **Approved School/Service Provider** proposes to charge a final tuition rate in excess of 10 percent of the tentative tuition rate charged, the **Approved School/Service Provider** shall notify each **Department of Children and Families Office of Education** and the Commissioner, or his or her designee, that such increase will be charged and the reason for the increase on or before the applicable dates. The notification shall contain a detailed statement outlining changing costs and/or enrollment, the reasons for the changes, including management's response to same, and the reason(s) the changes are not offset by decreases in costs. If the **Approved School/Service Provider** fails to comply, the school may only charge a 10 percent increase.
9. If the tentative tuition rate established by this contractual agreement is greater than the final tuition rate charged, the **Approved School/Service Provider** shall return to the **Department of Children and Families Office of Education** the amount by which the tentative tuition charged for this pupil exceeded the final tuition rate charged multiplied by this pupil's actual average daily enrollment for the July through June school year and, if applicable, for the extraordinary services, in accordance with

N.J.A.C. 6A:23A-18.3(l). Average daily enrollment means the sum of the days present and absent divided by the number of days the school was actually in session.

In the event it becomes necessary the **Approved School/Service Provider** shall pay the **Department of Children and Families Office of Education** the full amount owed as a result of the school's certified audited financial statements no later than June 30 of the school year in which the audit is received or no later than 30 days after an appeal on an audit is finally resolved, whichever is applicable in accordance with N.J.A.C. 6A:23A-18.3(l). The **Approved School/Service Provider** has the option to pay such amount or credit such amount in a subsequent tuition bill.

10. If the tentative tuition rate established by this contractual agreement is less than the final tuition rate charged the **Approved School/Service Provider** may charge the **Department of Children and Families Office of Education** all or part of the amount by which the final tuition rate charged multiplied by this pupil's actual average daily enrollment for the July through June school year, and if applicable for the extraordinary services exceeded the tentative tuition charged for this pupil, in accordance with N.J.A.C. 6A:23A-18.3(m). Average daily enrollment means the sum of the days present and absent divided by the number of days the school was actually in session.

In the event it becomes necessary the **Department of Children and Families Office of Education** agrees to pay the **Approved School/Service Provider** the amount owed as a result of an adjustment based upon the school's certified audited financial statements in accordance with the payment schedule shown below in 10a. Full payment must be made on a mutually agreed upon date during the second school year following the year for which the actual cost per student is certified in accordance with N.J.A.C. 6A:23A-18.3(m).

A. The amount owed is to be paid as follows (insert a date between July 1 and June 30):
paid in full by June 30th of the following school year

11. This **Agreement** may be terminated by the **Approved School/Service Provider** in accordance with N.J.A.C. 6A:14-7.7(a) or by the **DCF Regional School** in accordance with N.J.A.C. 6A:14-7.7(b). The **DCF Regional School** shall convene an IEP meeting according to N.J.A.C. 6A:14-2.3. Written notice shall be provided to the parent and/or guardian of the affected student pursuant to N.J.A.C. 6A:14-2.3. The student may be terminated from the current placement after the **DCF Regional School** has provided written notice to the parents according to N.J.A.C. 6A:14-2.3. At or upon the conclusion of the IEP meeting, the **DCF Regional School** and the **Approved School/Service Provider** shall mutually agree to a termination date. If the parties cannot mutually agree to a termination date, the contract shall terminate on the 16th day after written notice of termination was provided to the parents pursuant to N.J.A.C. 6A:14-2.3 provided, however, that the parents have not exercised their rights to disapprove the termination of the services at the **Approved School/Service Provider**. If the parent(s) and/or guardian (s) exercise their right to disapprove the termination of services at the **Approved School/Service Provider** by requesting mediation or a due process hearing, then the terms and conditions of the contract shall remain in full force and effect, unless the parties otherwise agree or the matter is resolved. The **Approved School/Service Provider** may bill the **Department of Children and Families Office of Education** for the number of enrolled days the student is enrolled after the date of the IEP meeting up to and including the date of termination.

The **Approved School/Service Provider** upon five consecutive daily absences by this pupil agrees to notify the **DCF Regional School** and the **Department of Children and Families Office of Education** in writing, so that the **DCF Regional School** and the **Department of Children and Families Office of Education** may investigate the enrollment status of this pupil. If the **DCF Regional School**, the **Department of Children and Families Office of Education** or the **Approved School/Service Provider** discovers enrollment has ceased due to the actions of the parent(s)/guardian(s) or pupil other than in accordance with N.J.A.C. 6A:14-7.7, the **Department of**

Children and Families Office of Education shall be responsible for tuition for the number of enrolled days within the fifteen calendar day notification period after written notification of termination has been given to the **Approved School/Service Provider** and the parent(s)/guardian(s) pursuant to N.J.A.C. 6A:14-2.3. If the **Approved School/Service Provider** does not notify the **DCF Regional School** and the **Department of Children and Families Office of Education** upon five consecutive daily absences by this pupil, the **Approved School/Service Provider** waives their right to tuition beyond the five consecutive daily absences, if the pupil does not return.

12. In the event that any dispute arises out of the **Agreement**, the parties will seek to resolve the dispute as expeditiously as possible. Except as may be set forth herein, the interests of this pupil shall be of the foremost concern in resolving such disputes.
13. In the event the approved status of the **Approved School/Service Provider** is discontinued by the Department of Education, this **Agreement** shall be terminated. The **Department of Children and Families Office of Education** shall be responsible for tuition for the days the pupil is enrolled.
14. The **Approved School/Service Provider** agrees not to assign the services to be provided under this contract or any portion thereof to any other entity. The language contained in section #16 which is required in accordance with N.J.S.A. 10:5-31 and N.J.A.C. 17:27-5.2 which includes the term "subcontractor" does not allow the **Approved School/Service Provider** to assign the services.
15. The **Approved School/Service Provider** as signatory to this contract agrees to operate in accordance with applicable federal and state laws, and rules and regulations including but not limited to N.J.A.C. 6A:14-7.
16. During the performance of this contract, the contractor agrees as follows:
 - A. The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affection or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affection or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affection or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause;
 - B. The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affection or sexual orientation, gender identity or expression, disability, nationality or sex;
 - C. The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment;

- D. The contractor or subcontractor where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act;
- E. The contractor or subcontractor agrees to make good faith efforts to afford equal employment opportunities to minority and women workers consistent with Good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2, or Good faith efforts to meet targeted county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2;
- F. The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affection or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices;
- G. The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions;
- H. In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affection or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions;
- I. The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents: 1) Letter of Federal Affirmative Action Plan Approval, 2) Certificate of Employee Information Report, and 3) Employee Information Report Form AA302; and
- J. The contractor and its subcontractor shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

In witness whereof, the parties have caused this agreement to be duly executed as of this _____ day of _____, 2019.

 Business Administrator or Designee,
 Approved School/Service Provider

 Director, Office of Education
 Department of Children and Families

New Jersey State Department of Education
 Mandated "Tuition Contract"
 (N.J.A.C. 6A:23A-18.5(a)13, N.J.S.A. 18A, N.J.A.C. 6A:14, N.J.A.C. 6A:27, N.J.A.C. 6A:17)
 For a pupil placed at or by Department of Children and Families Office of Education

Agency Name Brick Township Board of Education
 Street Address 101 Hendrickson Avenue
 City, State, Zip Brick, NJ 08724
 Phone# (732)785-3000 Federal ID# 21-600-0220 Contract# 19CNQE Date: 1/17/2019

If amended, this attachment for the above named contract supersedes Attachment A dated: _____

Educational services to be provided by the agency named above:

Student Name	Educational Service	Date to Begin	Date to End	# of Days	Tuition Rates*		Service Rates*	
					Per Diem	Annual	Per Diem	Annual
xxxxx5228	LLD Special Ed	9/5/2018	6/30/2019	180	\$99.12	\$17,841.60		\$0.00
	Transportation	9/5/2018	6/30/2019	180		\$0.00	\$3.90	\$702.00
						\$0.00		\$0.00
						\$0.00		\$0.00
						\$0.00		\$0.00
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						\$0.00		\$0.00
						\$0.00		\$0.00
						\$0.00		\$0.00

* 2 decimal places

**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.

STATE OF NEW JERSEY
DEPARTMENT OF CHILDREN AND FAMILIES

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

**STATE OF NEW JERSEY
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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.