

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

DEPARTMENT POLICY: DCF.S2.07-2007

EFFECTIVE DATE: April 1, 2008

REVISED: August 1, 2011

SUBJECT: **Educational Services Contract Agreement**

I. PURPOSE

The purpose of this policy is to present the Educational Services Contract Agreement and to specify policy with regard to its use with Provider Agencies.

II. SCOPE

This policy applies to all Departmental Components that purchase educational services from a Provider Agency.

III. DEFINITIONS

In addition to the defined terms included in the Glossary of the Manual, the following terms, when capitalized, shall have meaning as stated:

Department means the Department of Children and Families.

Eligible Student means, but may not be limited to, a student, with or without disabilities:

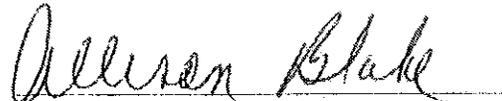
- Who falls under the jurisdiction of the State Facilities Education Act (N.J.S.A. 18A:7B-1 et seq.) and is provided educational services through the Department of Children and Families or Department of Human Services; or
- For whom the Department of Children and Families' Office of Education has been determined, by the Department of Education, to be the student's district of residence; or
- Who is receiving educational services through a component of the Department of Children and Families.

Provider Agency means a public or private entity that is responsible for providing educational services to an Eligible Student(s).

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IV. POLICY

The Educational Services Contract Agreement, Attachment 1, establishes the non-negotiable obligations, responsibilities, rights and relationships of the Department and the Provider Agency. Programmatic and fiscal differences among Agreements are contained in the Agreement Attachment(s) and any related Annex(es).


Commissioner

**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 purpose 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 c, 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-13l 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.

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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 and any related Annex(es).

BY: _____
(signature)

BY: _____
(signature)

(type name)

(type name)

TITLE: _____

TITLE: _____

PROVIDER
AGENCY: _____

DEPARTMENTAL
COMPONENT: _____

DATE: _____

DATE: _____

Agreement Begins: _____

Agreement Ends: _____

Agreement Number: _____

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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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

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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.

STATE OF NEW JERSEY
DEPARTMENT OF CHILDREN AND FAMILIES
OFFICE OF EDUCATION

INDIVIDUAL PROVIDER AGREEMENT TO
PROVIDE _____ SERVICES

This is an Agreement between the Department of Children and Families (the "Department") and _____ the Individual Provider (the "Provider"). This Agreement is effective on the date written on the signature page.

According to New Jersey Law (N.J.S.A. 30:1A-1, 30:1-11, 30:1-23, and 30:1-20), the Department has the authority to administer or supervise social service programs.

The Department may, in turn, designate a Departmental Component to be directly responsible for the funding, implementation, and administration of certain social service and training programs, including the program(s) covered by this Agreement.

The Department wants the Provider to provide services and the Provider has agreed to deliver services, according to the terms and conditions contained in this Agreement.

The Department and the Provider agree as follows:

I. DEFINITIONS

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

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

II. Basic Obligations of the Department

Section 2.01 Payment Rate. After proper documentation has been received, the Department will pay the Provider for Agreement services delivered. The Department will pay the Provider at the payment rate written in the Annex(es). This rate: a) will be no more than that charged to the Provider's most favored customer for the same services under the same circumstances; and b) will be no more than the current rate paid in the area, for the same service under the same circumstances.

Section 2.02 State Approval and Licensure. The Provider will not be paid for services unless the Department has evaluated and approved the Provider's facility and service operations beforehand. Specific licensing requirements and standards are referenced in the Annex(es).

III. Basic Obligations of the Provider

Section 3.01 Agreement Services. The Provider will deliver Agreement services as described in the Annex(es).

Section 3.02 Reporting. The Provider will send reports to the Department within the time frames written in the Annex(es). The reports will be on copies of model forms contained in the Annex(es).

Section 3.03 Compliance with Laws. The Provider agrees to abide by all applicable federal, State, and local laws, rules and regulations. The laws include: the federal Civil Rights Act of 1964 (as amended); N.J.S.A. 10:5-1 et seq., the New Jersey Law Against Discrimination, and associated executive orders pertaining to affirmative action and nondiscrimination and Section 504 of the Rehabilitation Act of 1973 pertaining to nondiscrimination on the basis of handicap.

Section 3.04 Insurance. The Provider will maintain adequate insurance coverage, as defined by the Department.

Section 3.05 Audit. The Provider's overall operation may be audited by the Department.

IV. Record Keeping

Section 4.01 Access to Records and Facilities. The Provider's services, books, records, and facilities must be made available to the Department or an agent of the State or federal government for the purpose of visitation, inspection, evaluation, or audit. Such visitations, inspections, evaluations, and audits may be at any time and may be announced or unannounced.

Section 4.02 Retention of Records. The Provider will keep all Agreement records for a period of four years after the Provider's submission of the final report. After termination of the Agreement, and if there is no successor Agreement, the Department may request that all confidential records be sent to the Department for safekeeping.

Section 4.03 Confidentiality. The Provider will safeguard and treat as confidential information concerning persons referred by the Department to the Provider for social services. Such information may be disclosed only with the written consent of the

individual or his/her legal guardian, or, if required, by a court of law.

V. Reduction and Termination

Section 5.01 Termination. Either the Provider or the Department may terminate this Agreement upon 30 calendar days written Notice.

Section 5.02 Termination for Cause. The Department will notify the Provider in writing if services are not provided adequately or if the Provider is not in compliance with any provision(s) of this Agreement. If conditions are not corrected within a specified period of time, the Department may reduce the Agreement funding or terminate the Agreement.

Section 5.03 Reduction or Termination Due to Fiscal Constraints. Payment to the Provider under this Agreement is subject to legislative appropriation(s). If during the Agreement term, the federal and/or State government reduces its funding to the Department, the Department has the right to reduce Agreement funding or terminate the Agreement upon Notice.

VI. Miscellaneous

Section 6.01 Application of New Jersey Law. This Agreement will be governed and interpreted according to the laws of the State of New Jersey including the New Jersey Contractual Liability Act (N.J.S.A. 59:13-1 et seq.).

Section 6.02 Subcontracts. The Provider will not subcontract Agreement services unless the Annex(es) state that the service will be subcontracted or unless the Department gives its written approval. The Provider is responsible for the performance of any subcontractor.

Section 6.03 Client Fees. Unless written in the Annex(es), the Provider will not impose fees or charges of any kind upon persons or families of persons receiving Agreement services.

Section 6.04 Indemnification. The Provider will 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, due to personal injury, property damage or liabilities, including the costs of defense related to the services provided under this Agreement and which:

- a) arise from acts or omissions, whether negligent or not, of the Provider or its agents, employees, servants, subcontractors, material suppliers or others working for the

- b) Provider irrespective of whether such risks are within or beyond the control of the Provider, or
- c) arise from any failure to perform the Provider's obligations under this Agreement or any improper performance.

The State also reserves the right to provide its own attorney(s) to assist in the defense of any legal actions against the State which may arise as a result of this Agreement.

Section 6.05 Statement of Non-Influence. In signing this Agreement, the Provider certifies that no person employed by the State of New Jersey has been or will be paid any amount of money or given any gift in order to influence the negotiations of awarding of this Agreement.

Section 6.06 Entire Agreement. This Agreement contains all the terms and conditions agreed to by the Provider and the Department. Any changes in this Agreement must be written and must be approved by the Department. The title(s) of the person(s) authorized to sign this Agreement or approve any changes is written in the Annex(es).

AGREEMENT SIGNATURES AND DATES

The terms of this Agreement have been read and are understood by the persons whose signatures appear below. The parties agree to comply with all the terms and conditions of this Agreement set forth on the preceding pages in Articles I through VI, the attached Addendum and Guidelines, and any related Annex(es).

BY: _____
(signature)

BY: _____
(signature)

(type name)

(type name)

TITLE: _____

TITLE: _____

DEPARTMENTAL
COMPONENT: _____

DATE: _____

DATE: _____

Agreement Begins: _____

Agreement Ends: _____

Agreement Number: _____

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

ADDENDUM TO INDIVIDUAL PROVIDER AGREEMENT

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 the 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 Human Services.

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 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 on 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 under the fourth paragraph, above.

ADDENDUM SIGNATURES AND DATES

The Executive Order No. 189 Addendum and Guidelines have been read and understood by the individuals whose signatures appear below.

BY: _____
(signature)

BY: _____
(signature)

TITLE: _____
(type)

TITLE: _____
(type)

PROVIDER
AGENCY: _____

DEPARTMENTAL
COMPONENT: _____

DATE: _____

DATE: _____

**STATE OF NEW JERSEY
EXECUTIVE COMMISSION ON ETHICAL STANDARDS
GUIDELINES FOR EXECUTIVE ORDER NO. 189**

The following guidelines have been developed to assist State employees and vendors in evaluating the conflict of interest potential in any contract or Request for Proposal process.

Example 1

Employee is out to lunch or dinner with a contractor, consultant or any other private party which does or may do business with employee's agency. The employee should either pick up the check (assuming the employee has the authority or necessary approval), or pay for own meal (and get receipt). The best advice is, of course, to avoid these situations entirely.

Example 2

Employee is invited to a golf outing sponsored by a contractor, consultant or any other private party which does or may do business with employee's agency. Green fees, food and beverage will be paid for by the sponsor. Employee should politely decline the invitation.

Example 3

Employee is offered tickets to sporting or other entertainment events by a contractor, consultant or any other private party which does or may do business with employee's agency. Employee should politely decline the tickets. Payment by the employee for the ticket's face amount is also unacceptable.

Example 4

Employee is at a convention and stops at a vendor or other hospitality suite for a drink and hors d'oeuvres. Employee may accept hospitality as long as reception or suite is open to all conference attendees.

Example 5

Employee receives gift at Christmas/Hanukkah time of liquor, cheese, etc. from a contractor, consultant or any other private party which does or may do business with employee's agency. Employee should decline the gift in the most gracious way possible.

Example 6

Employee is a member of a professional organization to which he or she pays dues (or his/her agency pays dues on behalf of employee). Employee may attend functions run by the organization and any additional fees and charges should be paid by the employee or his/her agency. Employee should not attend functions if fees are paid by a contractor, consultant or any other private party which does or may do business with his/her agency.

Example 7

Employee is invited to a "ribbon cutting" or "groundbreaking" ceremony at which a vendor is providing refreshments. Employee may attend as long as he/she receives no special consideration.

ANNEX A

STATE OF NEW JERSEY

INDIVIDUAL PROVIDER AGREEMENT
BETWEEN THE DEPARTMENT OF CHILDREN AND FAMILIES
and

(Provider)

Provider: _____
Address: _____

Date: _____
Social Security No. _____
or Federal I.D. No. _____
Agreement No: _____
Agreement Term: _____

This Annex is to be designated specifically for each type of service for which the Department is contracting and should contain at minimum the following:

1. the description of the type of service to be purchased;
2. the maximum or minimum units to be purchased (if applicable);
3. any restrictions to be imposed;
4. licensing or certification requirements (if applicable);
5. service responsibilities of the Department and the Provider;
6. title(s) of person(s) authorized to sign the Agreement or approve any changes.

Annex B-2: Contract Rate Information Summary should be attached to this Policy Circular.