

## CHILD & FAMILY RESOURCES

### Conflict of Interest Policy

The purpose of this policy is to prevent the personal interests of all staff members, officers or Governing Board members from interfering with the performance of their responsibilities to Child & Family Resources and personal, financial, professional and/or political gain on the part of such persons at the expense of Child & Family Resources and/or clients' interest.

#### A. Definitions

The following terms, when capitalized, shall have meanings stated:

Conflicts of Interest (also Conflict) means a conflict, or the appearance of a conflict between the private interests and the official responsibilities of a person in a position of trust. Persons in a position of trust include Provider Agency Staff members, Officers or Governing Board members.

Governing Board (also Board) means a Provider Agency board, commission, council or other organizational body which signs the Contract, enacts Provider Agency policy regarding Contract services, and is responsible to the State Agency for the Contract compliance.

Staff Member means a person who receives all or part of his/her income from the Provider Agency's payroll.

Provider Agency means Child & Family Resources.

#### Specific Prohibitions

(a) In the event any of the following circumstances shall occur or exist, the Staff Member or member of the Governing Board to whom circumstances applies, shall disclose the precise nature of the circumstances at the first meeting occurring after the Staff Member or members of the Governing Body first knows of the circumstance shall be made by the staff Member or member of the Governing Board after written notification from the Staff Member or member of the Governing Body to the Chairman of the Governing Board of the precise nature of the circumstance.

1. A member of the Governing Board is related to another member of the Governing Board;
2. A member of the Governing Board is related to a Staff Member;
3. A member of the Governing Board is also a Staff Member;
4. A Staff Member in a supervisory capacity is related to another staff member he/she supervises;

5. A member of the Governing Board of a Staff Member receives payment from the Provider Agency for any sub-contracts, goods or services, such as consultants, laundry, maintenance, construction or remodeling;

6. A member of the Governing Board or a Staff Member is a member of the Governing Body of a contributor to the Provider Agency

7. A conflict of Interest occurs, as described below.

(b) A Staff Member, officer or Governing Board member shall not vote on any Provider Agency matter in which he or she has a personal interest in the outcome of the vote, shall not participate in any discussion of the Provider Agency matter and shall not attempt to influence any vote or discussion of the provider agency.

(c) In the event the Provider Agency matter is one of a continuing nature, it shall not be necessary to repeat the required disclosure at subsequent public meetings, but the individual must continue to reclude him/herself from all votes and discussions, as set out in paragraph (b) above.

(d) No Staff Member, office or Governing Board member shall participate in the selection, award or administration of a procurement transaction in which federal or state funds are involved and where the individual or any of the following have a financial interest in that transaction.

1. The Staff member, officer or Governing Board member;
2. Any member of his/her immediate family, including parents, children, siblings, spouse, grandparent, aunt, uncle, cousin, or other member of the individual's household;
3. his/her partner;
4. An organization in which any of the above is an officer, director of employee;
5. A person or organization with whom any of the above is negotiating or has any arrangement concerning prospective employment.

(e) No Staff Member, officer or Governing Board member should any as an officer or agent of the Provider Agency for the transaction of any business with himself or herself or in which he or she has a Conflict of Interest.

(f) No Staff Member, officer or Governing Board member should willfully disclose to any person or party for pecuniary gain, any information not generally available to members of the public which he or she receives or acquires in the course of his or her official duties.

(g) No Staff Member, officer or Governing Board member should have any interest, financial or otherwise, direct or indirect, or engage in a business or

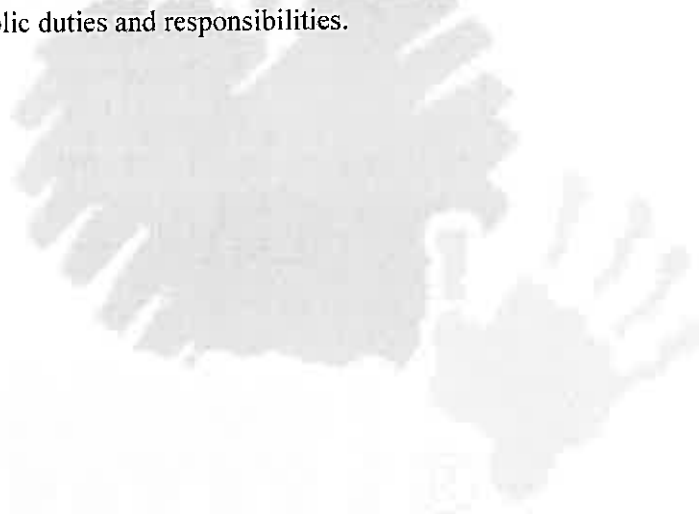
transactions for professional activity which might reasonably be expected to impair his or her objectivity or create a substantial conflict with the proper discharge of his or her duties in the public interest.

(h) No Staff Member, officer or Governing Board member should use or attempt to use his or her official position to secure unwarranted privileges or advantages for himself or herself or others.

(I) No Staff Member, officer or Governing Board member should act in his or her official capacity in any matter wherein he or she has a direct or indirect interest that might reasonably be expected to impair his or her objectivity or independence of judgment.

(j) No Staff Member, officer or Governing Board member should accept from any person, directly or indirectly, or through his or her spouse or any member of his or her family any gift, favor, service, employment or other things of value under circumstances from which it might be reasonably inferred or which he or she knows or has reason to believe is offered to him or her with intent to influence his or her public duties and responsibilities.

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RESOURCES



CONFIDENTIALITY STATEMENT AND AGREEMENT

As a Board of Trustee or employee of Child & Family Resources, you may have the potential to view, edit or access client, colleague, and/or organizational records, documents, and information which is confidential and/or personal. All client, staff, and business records, documents, and information relating to the administration and provision of services at Child & Family Resources shall be the property of Child & Family Resources. You shall not disclose such information, records, or documents relating to the provision of services at Child & Family Resources, to any other Child & Family Resources colleague, or third person or party unless required or authorized to do so by Child & Family Resources policy, applicable law, regulation or court order.  
You shall:

Not use or disclose client information for any purpose other than to determine eligibility for access to programs administered by Child & Family Resources;

Maintain safeguards as necessary to ensure that client information is not used or disclosed except as provided by applicable Child & Family Resources policy, public law, regulation or court order;

and

Immediately report to the Executive Director any use or disclosure of client, colleague, or organizational information that is not permitted by applicable Child & Family Resources policy, law, regulation or court order, to the extent that you are aware of the use of disclosure.

You agree that any use and/or disclosure of client, colleague, and/or organizational records, documents, and information which is confidential and/or personal by you in violation of applicable Child & Family Resources policy, law, regulation or court order shall result in disciplinary action, up to and including termination from the Board of Trustees.

I acknowledge that I have read the Confidentiality Statement & Agreement and agree to the terms and conditions stated therein.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

**“Caring for Today’s Families and Tomorrow’s Future”**

**[www.childandfamily-nj.org](http://www.childandfamily-nj.org)**